BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

REGULAR MEETING

May 19, 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

May 19, 2026

9:00 A.M. Invocation

Pledge of Allegiance

I. AGENDA UPDATE

Discussion regarding proposed revisions to today's Agenda.

II. EMPLOYEE SERVICE AWARDS

III. ANNUAL COMPREHENSIVE FINANCIAL REPORT PRESENTATION

IV. MINUTES APPROVAL

Tab 1 Recommend approval of the following minutes:

- April 7, 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.

V. PRESENTATION OF PROCLAMATIONS

Tab 2 Recommend approval and presentation of a proclamation designating May 17-23, 2026, as National Emergency Medical Services Week.

Tab 3 Recommend approval and presentation of the National Older Americans Month Proclamation.

Tab 4 Recommend approval and presentation of a proclamation honoring the Small Business Development Center at the University of Central Florida for receiving the U.S. Small Business Administration's Small Business Development Center of the Year award.

Tab 5 Recommend approval and presentation of a proclamation recognizing the Arching Oaks Art and Culture Center of Florida Budokan, per Commissioner Campione.

VI. CLERK OF COURT'S CONSENT AGENDA

Tab 6 Recommend approval of the Clerk's Consent Agenda (Items 1-4):
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 Founders Ridge Community Development District proposed budget for Fiscal Year 2027 in accordance with Section 190.008 (2)(b), Florida Statutes, for purposes of disclosure and information only.
3. Notice is hereby provided of having received the City of Eustis CRA Financial Statements and Independent Auditor's Report for FY 2025.
4. Notice is hereby of having received the following items from the Town of Lady Lake: Ordinance 2026-02; Ordinance 2026-03; Ordinance 2026-04; and Ordinance 2026-05.

VII. CONSENT AGENDA (Tabs 7 – 28):

A. PROCLAMATIONS

Tab 7 Recommend approval of a proclamation designating June 2026 as Tobacco - Free Parks Month in Lake County.

B. ADMINISTRATIVE SERVICES

Management and Budget

Tab 8 Recommend approval of the Veterans Treatment Intervention Program Agreement that provides financial support to Lake County for aid in felony and/or misdemeanor pretrial or post-adjudicatory veteran treatment intervention programs. This is a cost reimbursement agreement based on actual expenses incurred by the County. The County will be reimbursed on a monthly basis by the State of Florida for the actual service-related expenditures.

The estimated total fiscal impact is not to exceed $109,654 (revenue) and will be included in the Fiscal Year 2027 Budget request.

C. HUMAN RESOURCES AND RISK MANAGEMENT

Tab 9 Recommend approval of a Workers' Compensation Claim Settlement for a former employee who sustained an injury on April 17, 2024, in the amount of $45,000 (expenditure).

D. PUBLIC SAFETY

Fire Rescue

Tab 10 Recommend approval of a funding agreement between the County and Sheriff to equally fund the Senior CAD GIS Coordinator position. The fiscal impact is $57,765 (expenditure) and $57,765 (expenditure - Lake County Sheriff's Office reimbursement).

Tab 11 Recommend approval:
1. To utilize Contract 19-0707 with Ten-8 Fire and Safety, LLC (Bradenton, FL) for the purchase of one Pierce commercial pumper and one Pierce custom pumper; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The fiscal impact is $2,270,517 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 2 and 4.

Tab 12 Recommend approval of the Interlocal Agreement Regarding the Ambulance and Emergency Medical Services MSTU Increment Revenues with the City of Leesburg. The fiscal impact is $281,198 (reduction of expenditures).

E. COMMUNITY SERVICES

Office of Housing and Community Services

Tab 13 Recommend approval of the First Amendment to a HOME Investment Partnership American Rescue Plan Program (HOME-ARP) Subrecipient Agreement between Lake County and Find, Feed & Restore, Inc., for an Affordable Housing Project for Fiscal Year 2026.

There is no fiscal impact for this First Amendment. The original HOME-ARP Subrecipient Agreement was for $850,000 (revenue/expenditure – grant funded) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

Library Services

Tab 14 — Recommend approval to designate Tammy Parrott as the Single Administrative Head of the Lake County Library System and authorize the Chairman to execute Florida Department of State, Division of Library and Information Services Form DLIS/SA01, State Aid to Libraries Grant Certification of Credentials - Single Library Administrative Head.

Office of Tourism

Tab 15 — Recommend approval:
1. To provide Tourist Development Tax funding for marketing/promotional fees and related expenses for Discover Lake County to be designated as a proud partner of the United States of America Track & Field (USATF); and
2. To authorize the Chairman to execute the Marketing Agreement.

The fiscal impact is not to exceed $450,000 (expenditure) and is within, and will be included in the Fiscal Year 2026, 2027 and 2028 Budgets. The itemized fiscal impact per year is $150,000 per year.

Transit Services

Tab 16 — Recommend approval:
1. To accept the Florida Department of Transportation under the Section 5310 Capital Grant Agreement for Fiscal Year 2026;
2. To procure vehicles under the State's bid list through FDOT's Transit Research Inspection Procurement Services (TRIPS) Program;
3. To adopt an Unanticipated Revenue Resolution (URR) to accept and appropriate $828,138 for the Florida Department of Transportation's Section 5310 Capital Grant Agreement; and
4. Of a budget transfer in the amount of $92,016 from Transit Reserves for Operations to Machinery and Equipment.

The fiscal impact is $920,154 - $828,138 (revenue/expenditure - grant funded) and $92,016 (expenditure - county match).

Tab 17 — Recommend approval to accept the Florida Department of Transportation (FDOT) under the Section 5310 Small Urban Operating Grant Agreement for Fiscal Year 2026.

The fiscal impact is $800,000 - $400,000 (revenue/expenditure - grant funded) and $400,000 (expenditure - county match) and is within the Fiscal Year 2026 Budget.

F. INFRASTRUCTURE AND TRANSPORTATION SERVICES

Public Works

Tab 18 Recommend approval:
1. To proceed to closing on a road easement dedication from Blake's Ridge (DR-25024), which is in the City of Leesburg; and
2. To authorize the Chairman to execute any required closing documents.

The estimated fiscal impact is $1,500 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

Tab 19 Recommend approval:
1. To proceed to close on right-of-way and easement dedication from Daniel Z. Wise Trustee for the Hooks Street Extension Project, which is in the City of Clermont;
2. Approval of a Subordination of Utility Interests Agreement substantially similar to the form attached with Lake Apopka Natural Gas District, with County Attorney review and approval of the final form; and
3. To authorize the Chairman to execute any necessary closing documents.

The estimated fiscal impact is $800 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 2.

Tab 20 Recommend approval:
1. To proceed to close on right-of-way and easement dedication from Waterbrooke Homeowner's Association, Inc. for the Hooks Street Extension Project, which is in the City of Clermont; and
2. To authorize 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 2.

Tab 21 Recommend approval:
1. To proceed to close on the deeded right-of-way purchase for Hartwood Pines Homeowners Association, LLC., for the Hartwood Marsh Road Widening Project, which is in the City of Clermont; and
2. To authorize the Chairman to execute any required closing documents.

The estimated fiscal impact is $1,500 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 2.

Tab 22 Recommend approval:
1. To proceed to close on the deeded Right-of-Way dedication for Florida Discount Self Storage No 4, LLC. for the Hartwood Marsh Road Widening Project, which is in the City of Clermont; and
2. To authorize 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 2.

Tab 23 Recommend approval to accept public Right of Way and Easement Deeds that have been secured in conjunction with development, roadway, lot splits, and stormwater projects.

The fiscal impact is $308.60 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

Tab 24 Recommend approval:
1. Of an Amendment to the Roadway Improvement Agreement with Jen Florida 30, LLC regarding North Hancock Road Widening; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $7,767,248 (expenditure) of which $4,267,248 is estimated to be given to the Developer as South District transportation impact fee credits and up to $3,500,000 to be paid to the Developer in cash from South District impact fees. Commission District 2.

Tab 25 Recommend approval:
1. To adopt a Resolution declaring the failure of CR 44 Haynes Creek Bridge (Bridge Number 114079) 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 process otherwise required pursuant to that statute;
2. To increase the emergency expenditure limits of Contracts 25-743A-C for on-call emergency infrastructure repair services from $4,500,000 to not exceed $6,000,000; 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.

Tab 26 Recommend adoption of a Resolution to install all-way stop signs and all-way plaques on Radio Road at Treadway School Road, in the Leesburg Area.

The estimated fiscal impact is $5,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 3 and 5.

Tab 27 Recommend approval:
1. To adopt a Resolution for Vision Zero/Target Zero Goal and Framework;
2. Of the Lake County Safety Action Plan; and
3. Of the submission of a Safe Streets for All Implementation Grant application; and
4. To authorize the County Manager to execute associated documents.

The fiscal impact cannot be determined at this time.

G. PARKS AND WATER RESOURCES

Parks and Trails

Tab 28 Recommend approval:
1. Of Contract 26-420 with Florida Recreational Products, LLC. (Lynn Haven, FL) for the one-time purchase of a replacement playground at North Lake Regional Park for the Office of Parks & Trails.
2. To authorize the Office of Procurement Services to execute the agreement and all supporting documentation.

The estimated fiscal impact is $173,224 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

VIII. ANNEXATION REPORT

IX. PUBLIC HEARINGS

Tab 29 Recommend approval of the second amendment to the Joint Planning Agreement (JPA) between the City of Groveland and Lake County. There is no fiscal impact.

Tab 30 Recommend adoption and execution of an Ordinance creating Section 2-6, Lake County Code, establishing Lake County as a Bill of Rights Sanctuary County.

There is no fiscal impact.

Tab 31 Recommend adoption and execution of an Ordinance repealing Chapter 6.5, Lake County Code, entitled *Cable Communications*, and amending Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permits*.

There is no fiscal impact.

Tab 32 Recommend adoption and execution of an 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.

X. REGULAR AGENDA

A. COUNTY ATTORNEY

Tab 33 Recommend approval to advertise an Ordinance repealing Article VIII, Chapter 3, Lake County Code, entitled *Pain Management Clinics*.

There is no fiscal impact.

XI. OTHER BUSINESS

Tab 34 Recommend approval to appoint Stephanie Winheim to the Lake-Sumter MPO Community Advisory Committee. There are two vacancies and one application.

Tab 35 Recommend approval to appoint a member to the WellFlorida Council as a Lake County Provider. Three applications were received, and there is only one (1) Lake County Provider position vacant.

- Juana De La Cruz (*also appointed to the Children's Services Council and Library Advisory Board)*
- Christopher Gonzalez
- Colleen Wallace

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

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: 05/05/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42932
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Minutes

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the following minutes:

- April 7, 2026 (Regular Meeting)

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	2026-04-07_Regular_Meeting Draft

STAFF APPROVALS AND DATES:

Marisol Saldana Created/Initiated - 05/05/2026
Marisol Saldana Final Approval - 05/05/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS

APRIL 7, 2026

The Lake County Board of County Commissioners met in regular session on Tuesday, April 7, 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.

Pastor Sandy Gamble, with Church of God of Prophecy in the City of Tavares, gave the Invocation and led the Pledge of Allegiance.

AGENDA UPDATE

Ms. Jennifer Barker, County Manager, said that there were no changes to the agenda.

CITIZEN QUESTION AND COMMENT PERIOD

Mr. Patrick Chapin, the new President and Chief Executive Officer (CEO) for Camp Boggy Creek, introduced himself and thanked everyone, noting that they were celebrating their 30th anniversary; furthermore, in the following summer they would reach 100,000 children and families served. He explained that they were founded in part by General H. Norman Schwarzkopf and Mr. Paul Newman, and that they served critically ill and medically serious children in 15 illness groups; additionally, they raised all of the funding, and it was free to families and children. He remarked that they would start in June 2026 and have eight sessions, and that they had family retreat weekends in spring and fall. He encouraged everyone to celebrate 30 years with them.

Commr. Campione pointed out that this camp was located in Lake County between Cassia and Pine Lakes, and opined that it was a phenomenal place.

Mr. Chapin said that it was the premier medical camp and that they had a full-time nurse and doctor, noting that they served kids who could not go to other camps.

PUBLIC HEARINGS: REZONING

REZONING CONSENT AGENDA

Commr. Campione reminded the Board that they were required to disclose any communications they may have had with the applicant or members of the public about any zoning case on the agenda as they reached each of the cases.

Mr. Mike Fitzgerald, Director for the Office of Planning and Zoning, displayed the advertisements for that day's rezoning cases on the overhead monitor in accordance with the Florida Statutes. He mentioned that Tab 6, Rezoning Case # PZ2025-179, Serenoa PUD Amendment (RZ), had been withdrawn by the applicant.

Commr. Campione said that they could address the annexation report after the public hearings.

The Chairman opened the public hearing.

There being no one who wished to address the Board regarding any cases on the Rezoning Consent Agenda, the Chairman closed the public hearing.

Commr. Smith asked to pull Tab 3 to the regular agenda.

On a motion by Commr. Smith, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved the Rezoning Consent Agenda, Tabs 1 and 2, pulling Tab 3 to the regular agenda, as follows:

Tab 1. Ordinance No. 2026-13
Rezoning Case # PZ2025-206
Capurso Property (RZ)
Rezone approximately 1.75 +/- acres from Agriculture (A) District to Planned Commercial (CP) District to allow automotive repair and vehicular sales uses to facilitate the existing golf cart and motor vehicle repair and sales.

Tab 2. Ordinance No. 2026-14
Rezoning Case # PZ2026-16
Orange Mountain Public Safety Tower (RZ)
1. Rezone approximately 7.33 +/- acres from Agriculture (A) District to Community Facility District (CFD) to allow a three hundred and twenty (320) foot communications tower.

2. Remove parcel identified by Alternate Key Number 3960771 from Mining Conditional Use Permit (MCUP) Ordinance #2017-61.

3. Waivers to LDR Sections 3.13.09(B)(1), 3.13.09(B)(2), 3.13.09(B)(4), and 3.13.13(A), to 1) allow the proposed tower to be off- centered on the parcel, in lieu of being centered within the boundaries of the property, to 2) allow the proposed tower to be less than one hundred (100) feet from the property lines, in lieu of the required one hundred (100) foot minimum setback, to 3) allow a lattice design communications tower to be located closer than one thousand three hundred and twenty (1,320) feet from residential units located on adjacent parcels, and to 4) allow the proposed telecommunications tower to be developed without landscaping the site, in lieu of the required Type A Buffer installation around the outside of the fenced compound.

<u>REZONING REGULAR AGENDA</u>

Tab 3. Ordinance No. 2026-15
Rezoning Case # PZ2025-132
Greater Groves PUD Amendment (RZ)
Amend and restate Planned Unit Development (PUD) Ordinance #1994-195, for property within the Greater Groves Planned Unit Development to add language to facilitate for the enforcement of regulations for parking of certain specified vehicles.

Tab 4.
Rezoning Case # PZ2025-130
Cedar Creek Rural Conservation Subdivision
Consideration of approval of Rural Conservation Subdivision Optional Density Bonus pursuant to Land Development Regulations (LDR) Chapter XVII, Section 17.05.00.

Tab 5.
Rezoning Case # PZ2025-138
Crescent Pines (RZ)
Rezone approximately 40 +/- acres from Urban Residential (R-6) to Planned Unit Development (PUD) to facilitate a residential subdivision of 79 units.

GREATER GROVES PUD AMENDMENT (RZ)

Commr. Smith relayed his understanding that the homeowner's association (HOA) was asking the County to do some code violations for parking on the streets within the HOA.

Mr. Fitzgerald confirmed this and added that the HOA was requesting to incorporate Section 3.06.00 of the Land Development Regulations (LDR), regarding the enforcement of parking, storing or keeping of vehicles, vessels, buses, trailers, trucks and commercial vehicles, into the planned unit development (PUD) ordinance. He stated that they already had in their HOA a statement which said that cars or other authorized vehicles shall be parked in the garage or driveway, and in any event may not be parked in any easement areas or the street area in front of the lot.

Commr. Smith asked that if it was part of the HOA and if the citizens paid HOA dues, then why could the HOA not address this. He also inquired if they wanted the government to come in and do their job. He indicated his understanding that it would take staff and time on something that the HOA was already supposed to be responsible for.

Commr. Campione opined that it could be a public safety issue.

Commr. Sabatini relayed that he saw the HOA as the floor and not the ceiling, and that if the issues were larger than the threshold of quality control that the HOA was doing or capable of, then the County still played a role in ensuring that this was a safe and high quality of life area; therefore, he saw no issue with having a parking regulation which benefited the majority of the constituents in that area.

Commr. Campione agreed.

Commr. Smith asked how many people wanted this, along with how many people were in the HOA and subdivision.

Mr. Fitzgerald responded that the subdivision was approved for 483 single family residential units.

Commr. Parks said that this area had been a concern regarding vehicles which were dumped there, and that there were many public safety issues which were beyond the HOA. He added that it was not just for the people in that subdivision, and that it was more for the whole part of Four Corners.

Ms. Melanie Marsh, County Attorney, related that she had received an email from the HOA attorney which indicated that the Greater Groves HOA was mandatory and that there were approximately 483 homes in the community; however, only 55 had paid their annual dues. She elaborated that the HOA had suspended the voting rights of the 428 owners who did not pay their annual assessments, noting that she had requested a resolution or something from the HOA to support the petition; however, it sounded like the resolution would have only been provided by the 55 owners or the portion of them who approved moving forward with this.

Commr. Campione recalled that they had some issues in various subdivisions with parking on the streets, along with difficulty getting a firetruck there.

Commr. Smith asked if the HOA could make one pay dues.

The Chairman opened the public hearing.

Mr. Jeffery Dubey, President for the Greater Groves HOA, explained that State law said that 60 percent of their people had to approve any change to the covenant agreement, which included parking. He opined that getting 60 percent of anyone to approve anything was almost impossible, and that back when the subdivision was started, they wrote a set of bylaws that for another $10, people could sign up and get to vote. He mentioned large vehicles trying to park in a driveway, and said that when the subdivision was built, one could not park on a county street between 2:00 a.m. and 6:00 a.m. He elaborated that over time, that law changed to where one could park almost anywhere, and that they had several narrow streets. He said that the County had addressed this until two years prior, and that this was why they had asked to have the PUD changed.

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

On a motion by Commr. Smith, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved Tab 3, Rezoning Case # PZ2025-132, Greater Groves PUD Amendment (RZ).

CEDAR CREEK RURAL CONSERVATION SUBDIVISION

Mr. Fitzgerald presented Tab 4, Rezoning Case # PZ2025-130, Cedar Creek Rural Conservation Subdivision. He explained that the requested action was consideration of approval of a rural conservation subdivision optional density bonus pursuant to the LDR, and that the property was 119.4 acres located north of Number 2 Road and west of Mission Resort + Club. He remarked that the existing zoning was Agriculture, and that the future land use (FLU) was Rural Transition. He said that the request was consistent with rural conservation subdivision design standards, and that the proposal was for a subdivision consisting of 97 lots for single family residential homes; additionally, they were providing 40.93 acres of primary conservation area and 49.26 acres of secondary conservation area, which would total a 63 percent open space allowance where the minimum required was 50 percent. He commented that the applicant was proposing 10 additional acres of open space, and that the allowed density bonus was for 20 units which may be considered; however, the applicant was only requesting 11 units above the base density. He said that the proposal had been forwarded to the Town of Howey-in-the-Hills, though they did not provide any objections. He stated that the applicant had provided an executed developer's agreement between the Town and the owner regarding providing potable water service, contingent wastewater service, and voluntary annexation. He relayed that the applicant had submitted their management plan which contained practices for minimal disturbance methods, maintenance of vegetative buffers, annual ongoing assessments, and tree preservation, noting that the HOA would be responsible for the common areas. He added that the management plan also included a provision for the County to conduct inspections of the property, and that there was an onsite visit conducted with the Office of Planning and Zoning and the Public Works Department; additionally, public information was provided by the applicant, and they provided proof of that meeting to staff. He stated that this proposal was consistent with the Comprehensive Plan (Comp Plan) Rural Transition FLU, as well as the Comp Plan density bonus for rural conservation subdivisions which would allow two additional building units. He pointed out that the concept plan showed 91 units

that would be 65 feet by 140 feet, and approximately six lots which would be 75 feet by 140 feet with a minimum lot size of 9,100 square feet. He reiterated that the Town of Howey-in-the-Hills would be providing water and potentially sewer, and pointed out that Lake County Fire Station 76 was 1.47 miles from the subject property. He said that the Lake County School Board had reviewed this project and that it was subject to school concurrency, though an adequate public facilities determination had been provided to the growth management office of Lake County. He commented that a traffic study had been submitted to staff, and that the conclusions were based on the overall potential growth in the Town of Howey-in-the-Hills. He specified that the roads currently operated at an acceptable level of service, and that this study projected the buildout of everything planned in the Town of Howey-in-the-Hills. He also indicated that it was stating that there could be a potential failure at State Road (SR) 19 from County Road (CR) 48 to Central Avenue, and at the intersection of Palm Avenue and Central Avenue. He said that it was to be decided how the Florida Department of Transportation (FDOT) would address the SR 19 expansion, and that the intersection of Palm Avenue and Central Avenue would potentially be a traffic signal, noting that this was being studied and would be installed once it was warranted. He commented that the entrance to the project was at Number 2 Road, and that the applicant was proposing a three-way stop at that intersection entrance.

Commr. Parks disclosed that he had spoken with the applicant several months prior.

Commr. Sabatini indicated that he did not have ex parte communication.

Commr. Campione relayed that she met with the applicant and their representative a couple months prior, and that she had also spoken with Ms. Tara Tedrow about the road connection and concerns she had about the three way stop versus the possibility of a roundabout, as well as some discussions about Number 2 Road and trying to find a solution.

Commr. Smith disclosed that he had conversations with the representative of the property, as well as some citizens around the property.

Commr. Morris said that he did not have ex parte communication.

Commr. Parks relayed his understanding that the current item was the density bonus request, and that a site plan would come forward after this for approval regardless if the density bonus was granted. He also inquired what the applicant would currently be entitled to in terms of density.

Mr. Fitzgerald replied that currently before the Board was a request for approval of the density bonus, and that the conceptual sketch plan was one property and less than 199 units; therefore, per the County's regulations, this could be approved at a staff level. He clarified that it was not the conceptual sketch plan before the Board for approval, but merely the request for the density bonus of 11 additional units. He then stated that the applicant currently had rights to 86 units based on their acreage, and that they were requesting an additional 11 units. He reiterated that they were entitled to request an additional 20 units.

Commr. Parks indicated his understanding that 86 units would be if they came in at a staff level through the current code.

Mr. Fitzgerald confirmed that this would be without an optional density bonus. He said that if the density bonus was approved and staff moved forward with an approval letter for this conceptual sketch plan, the next step for the applicant would be submitting a preliminary plat.

Commr. Morris asked if the applicant was going to do anything to Number 2 Road other than what was in front of them.

Mr. Fitzgerald reiterated that they were proposing a three way stop.

Commr. Morris opined that this could increase Number 2 Road by 200 trips per day.

Commr. Campione pointed out that this item was only before the Board because of the density bonus, and that they would not really be able to ask this question other than from a staff level, opining that it was a good question to be asking because she had questioned if they would be able to get a better intersection improvement which would go toward the overall concerns people had. She said that she preferred Number 2 Road to not function as a collector road, and to provide as much protection as they could for the character of the area; therefore, she was interested in anything that might help with this. She indicated that she wanted to find out from Mr. John Blodgett's perspective if a roundabout could go toward his overall concept plan for Number 2 Road.

Mr. Fitzgerald relayed his understanding that there was some discussion about a roundabout, though there were right of way challenges.

Mr. Alex Stringfellow, representing the applicant, said that for FDOT's timeline on Palm Avenue, which was SR 19 as it ran through the Town of Howey-in-the-Hills, 2027 would be the start of resurfacing which would run roughly 1.5 miles south of the Town of Howey-in-the-Hills through the downtown. He added that they had a community meeting in March 2026, and that the light and the signal at the intersection of Palm Avenue and Number 2 Road was slated for 2028; furthermore, he relayed his understanding that funding was in place. He then displayed an image of the site, noting that they were in Rural Transition which looked to transition from Urban Low, abutting their east property line, and the Rural FLU which was west down Number 2 Road. He commented that they were about two miles down Number 2 Road to the west, and that some of the other developments in the area which were contributing to some of the traffic issues included Lake Hills PUD, Hillside Groves, etc., noting that there was an additional development on the south side of Number 2 Road. He relayed his understanding that there were discussions regarding expansion of Number 2 Road due to those incoming developments, and that there were three ways that the applicant could request an optional density bonus, noting that they elected for option A. He specified that they could request two additional units for each additional acre, and that the baseline required open space would be 39.24 acres. He explained that credited open space was outside wetlands, and that wetlands were protected in primary conservation. He added that there were additional criteria for how stormwater ponds could be built, noting that they had to be shallower, smaller and distributed throughout the site, noting that the applicant had done this. He said that they also provided a 100 foot perimeter buffer around the entire property, and that in some instances they were almost 900 feet from the property's edge, or around 300 to 350 feet from the edge of Number 2 Road. He stated that they designed the site to avoid two major areas with

value in terms of being preserved, noting that the development envelope stayed to the west of the property where it had been grazed and operated as agriculture. He commented that they were trying to protect areas with specimen trees and not planted pines, and that the intent of the rural conservation subdivision was to cluster development in the areas with the least impact. He opined that they met the rural conservation subdivision requirements, and pointed out that it was 90 acres of conservation land. He opined that the value he saw from a planning perspective for this type of approach was that Rural Transition land uses could have a massive impact on the ability of the County to get more conservation land, hold it by legal instrument, and protect it in perpetuity. He imagined that the cost of purchasing and managing 10 acres would be difficult for the County to fund, and he opined that the risk in a conservation approach was that property owners within a single family lot had some of the strongest property rights of any property owner in the State of Florida. He opined that the benefit of putting it into a tract and a legal instrument was that the County could inspect it and assure that trees were kept and that it was managed. He then said that the applicant was working with the Public Works Department to come up with some creative solutions, and that it would have to be more compact than a full roundabout due to the right of way. He opined that they would need to move forward from the current stage to develop their engineering plans and preliminary plat, as well as receive more comfort to determine those types of details.

Commr. Morris asked if they would have Town of Howey-in-the-Hills water and sewer.

Mr. Stringfellow confirmed that this was an opportunity, and added that the other option would be a sitewide potable water system and individual septic tanks on each lot.

Commr. Morris relayed his understanding that receiving Town of Howey-in-the-Hills water and sewer would require them to annex in.

Mr. Stringfellow indicated his understanding that this would be a requirement.

Commr. Morris inquired if they had talked with the Town about this project.

Mr. Stringfellow confirmed this, and stated that they had been discussing a much denser project with the Town previously; however, they currently opined that going forward with a conservation subdivision was proper and in line with the code and Comp Plan.

Commr. Parks asked how usable the open space was and if he could identify the open spaces on the map.

Mr. Stringfellow clarified that 63 percent was usable upland open space, and he showed an image in the upland area looking toward the wetlands. He pointed out these areas on a map, and said that they could do things like public trails, noting that they could not restrict public access to these areas; furthermore, they were required to do a four-rail fence along the back of the lots to properly delineate private property versus conservation land. He added that they intended to do some trails, and that it would mostly be passive recreation which would be maintained. He specified that there was representation of an oak hammock, along with some pine flatwoods, prairie, and wetlands.

Commr. Parks expressed concerns regarding how it would be managed because someone could hire an individual who knew nothing about managing beautiful areas, noting that he did not see any HOA documents regarding how this would be enforced.

Mr. Stringfellow clarified that they did not have HOA documents included, and that qualification requirements were within the code for the company that managed the site; additionally, they would have to refer to the management plan which had specifics on what was required for each ecosystem. He also related that they would be required to provide this to staff prior to any permit issuances, including dedication, financing, and ways to hire a qualified land management company with experience.

Commr. Campione asked where the Town of Howey-in-the-Hills limits were in relation to this property.

Mr. Stringfellow replied that it would be to the east at the end of the Urban Low area and that it was one property owner over.

Commr. Campione inquired how large that property was.

Mr. Stringfellow relayed his understanding that there were around 300 acres between the subject property and the outer town limits.

Commr. Campione commented that if the subject property became contiguous and received water and sewer from the Town, then the County's interlocal service boundary agreement (ISBA) with the Town would not prevent the annexation of the property. She then asked if it was possible to have an agreement that there would not be an annexation.

Mr. Stringfellow opined that those types of items were possible, and that if the applicant had a predictable path forward, they would be willing to restrict annexation, zoning, or land use with the Town for the future.

Commr. Campione opined that while people who lived there would prefer no development, something was going to happen, and that the question was whether the County would go down the road of the density bonus for a rural conservation subdivision design as opposed to a high density urban design.

The Chairman opened the public hearing.

Mr. John Blodgett, a resident of Lake County, played a video which described rural conservation subdivisions. Mr. Blodgett indicated in the video that the County had sent three letters in the previous month to the City of Leesburg stating that the County was opposed to the annexation of properties into municipal limits for the purpose of increasing residential density in the area; therefore, the video questioned if this became hypocritical with unincorporated properties. The video opined that when one developer was granted special treatment outside the established rules, it created a precedent and the video expressed concerns for this. The video expressed concerns for strained infrastructure, unbalanced growth and a public that started to lose trust in the process. The video opined that rural landscapes were identity and what people came there to experience and escape to from urban areas, and questioned if they were protecting a uniquely Florida landscape or allowing it to become another stretch of asphalt.

Commr. Campione opined that they were trying to come up with something that protected the area, and said that the developer had indicated that they might be willing to sign an agreement to not annex and go for a higher density in return for having their rural conservation design.

Mr. Blodgett opined that the issue was that they had a maximum of a 300 foot easement where their location was, and that everything outside of this was a 15 foot road on one side and a 17 foot road on the other side. He opined that a circle there would address the area, but that once one left that area, the road was still substandard. He relayed his understanding that the applicant had a section in the rural protection area (RPA) with no plans, and asked if this was part of the agreement. He expressed support for staying in the rules of Rural Transition and the amount of development that the FLU discussed. He opined that if they kept adding density, then it became more of an issue on Number 2 Road which could not handle the traffic anyway.

Commr. Campione stated that her goal would be to preserve the area and protect the concerns of residents on Number 2 Road, though Mr. Blodgett was telling them to not make a deal which could do this. She opined that if the County did not make a deal, then there was a good chance that this property could be annexed into the Town of Howey-in-the-Hills.

Mr. Blodgett questioned why they were stepping outside of Rural Transition and doing more than they needed to, opining that the idea of a rural conservation subdivision was that it was supposed to visually mesh with the rural standards of the area. He opined that the 11 houses would be seen when driving down Number 2 Road.

Commr. Campione relayed that if it went into the Town of Howey-in-the-Hills and was double the density, then they would see rooftops everywhere on the property; therefore, she opined that there were tradeoffs in situations like this, and that the deal could possibly save residents from having an urbanized project on this property.

Commr. Parks recalled that the Board had been emphatic about the rural conservation subdivision four or five years prior when it was put in place, noting that it was within the system to be able to do this. He specified that there was an exception process for a rural conservation subdivision because they were getting 63 percent open space in this case. He opined that they could get a better outcome, and that if they went the normal route, they could get 87 lots and the uplands would be platted; additionally, he expressed concerns for the code.

Mr. Blodgett related that he owned the property to the south, and opined that if this was given to the applicant, it would make him feel entitled and question if the County would also give him more lots. He also inquired if the property owned by Mr. Bud Beucher would ever be annexed into the Town of Howey-in-the-Hills.

Commr. Campione asked how he felt about a roundabout versus a three way stop.

Mr. Blodgett opined that unless they improved the road more, it would reduce the truck traffic but not the quantity of traffic, noting that it would only slow it at that one spot. He opined that a roundabout would be better than a three way stop.

Ms. Brittany Lerch, a resident of Lake County, asked that if the applicant wanted the 11 additional units, why did they not include the 40 acre parcel attached to it which was being marketed along with the subject property for sale. She mentioned that residents had several

meetings with the applicant regarding the danger of the road, opining that this had fallen on deaf ears. She did not agree that the applicant should receive the density bonus, noting that one had to have a 25 foot road for emergency vehicle access; furthermore, there were 0.9 miles to the Town of Howey-in-the-Hills and over two miles in the other direction that were 15 to 16 feet wide. She inquired if the units could be spaced out if the 40 acre parcel was added, and indicated that the road patches installed less than six months prior were already crumbling; therefore, she opined that the traffic was too much for the road to handle, and that more traffic would be added with this development with an additional bonus.

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

Mr. Stringfellow clarified that the western 40 acres had a Rural FLU with Agriculture zoning, and that it was not eligible for a density bonus or rural conservation subdivision, noting that it had to be removed from the application; furthermore, there was no plan to develop it, and if they tried to do anything above one unit per 10 acres, it would require a land use change and a rezoning before the Board. He asked that because of the provision of utilities being on the table, would it be acceptable if they would not increase density or reduce open space as part of an annexation.

Commr. Campione opined that it would have to be no annexation because otherwise it could create a domino effect, noting that the County was trying to protect the area.

Commr. Parks inquired if they could legally require annexation.

Ms. Marsh relayed that the applicant already signed an agreement for voluntary annexation to receive potable water service and contingent wastewater service, noting that this had been approved by the Town of Howey-in-the-Hills. She indicated her understanding that their option would be to not do central water and sewer, and to do either a well, their own water system, a distributed wastewater treatment system (DWTS), or another option to not be subject to what they already agreed to.

Commr. Parks asked if they would need to rescind this first if the County moved forward with it.

Mr. Stringfellow commented that they would agree not to annex, relaying his understanding that they should be able to rescind that agreement or plan to provide central well and the required State septic systems.

Commr. Campione expressed a preference for DWTS.

Mr. Stringfellow confirmed that this would be the requirement for them to provide.

Ms. Marsh said that when looking at the termination provisions of that voluntary agreement, there were options for the Town of Howey-in-the-Hills to terminate, though she did not see an option for the developer to terminate; however, this did not mean that the Town would not let them terminate it.

Mr. Stringfellow relayed that due to the condition of the right of way, there was no way that they could currently make that water line extension, opining that an annexation requirement

to provide utilities was a moot point. He relayed that they felt confident that they could agree to not annex and to provide services in that manner in line with the Board's request.

Commr. Campione relayed her understanding that residents were asking the County not to grant the density bonuses, though the developer agreed to not annex and potentially work out an agreement to have a roundabout which could reduce truck traffic. She asked if they could wait 30 days to ideally have the agreement with the Town of Howey-in-the-Hills rescinded, or to include in the PUD that the service would include DWTS and a well.

Mr. Stringfellow said that the applicant was fine with a continuance to address these details.

Commr. Parks indicated that he would reach out regarding the management of the open space.

Commr. Smith related that he did not like this, noting that it had been Rural Transition since the 1990s. He added that he did not see 11 homes being worth the additional acres of conservation land, and opined that the County needed to stick to their rules, noting that Rural Transition was one unit per acre with 50 percent open space.

Commr. Campione asked if he did not like the idea of having a roundabout to help with issues.

Commr. Smith said that they were exceeding the Rural Transition criteria and that he did not like this. He added that if they went to straight zoning, it would be one unit per acre and they would have to set up a subdivision with 50 percent open space and infrastructure. He expressed support for keeping it one unit per acre.

Commr. Morris relayed that he was agreeable with a 30 day extension.

Commr. Sabatini opined that the County should not have density bonuses.

On a motion by Commr. Sabatini, seconded by Commr. Smith which failed by a vote of 2-3, the Board did not deny Tab 4, Rezoning Case # PZ2025-130, Cedar Creek Rural Conservation Subdivision.

Commr. Campione, Commr. Parks and Commr. Morris voted no.

Commr. Campione mentioned the idea that the County could get a roundabout in return for negotiating, which would slow truck traffic and prevent trucks from using Number 2 Road. She opined that this could be a significant win if they could work this out, get the neighbors and developer to the table, and get the management plan in place, opining that it would be a significantly better design which would protect open space.

Mr. Stringfellow stated that they would commit to addressing the annexation agreement and working on improvements along their intersection, and that they would return with details regarding the management plan.

Commr. Parks expressed interest in playing out some scenarios of straight zoning versus the subject item.

On a motion by Commr. Parks, seconded by Commr. Morris and carried by a vote of 3-2, the Board tabled Tab 4, Rezoning Case # PZ2025-130, Cedar Creek Rural Conservation Subdivision, to the May 5, 2026 BCC meeting.

Commr. Sabatini and Commr. Smith voted no.

CRESCENT PINES (RZ)

Mr. Fitzgerald presented Tab 5, Rezoning Case # PZ2025-138, Crescent Pines (RZ). He explained that the requested action was to rezone approximately 40 acres from Urban Residential (R-6) to PUD to facilitate a residential subdivision of 79 units. He said that the Planning and Zoning Board had unanimously recommended approval, and that the location was the northwest corner of Priebe Road and Log House Road in the City of Clermont area. He relayed that this item had come before the Board on November 4, 2025 and had been denied. He indicated that KB Home Orlando LLC had submitted for a challenge, and that there was a proposed settlement agreement negotiated between the parties which provided for the following: pond sizes increased by 25 percent to retain the 100 year/24 hour storm event; number of lots reduced from 85 to 79; buffers provided adjacent to existing residential homes; the sidewalk along Log House Road would be extended westward to Cedar Forest Circle and eastward to Lakeshore Drive; the sidewalk must be completed and accepted before any certificate of occupancy (CO) could be issued; the development would retain as much of the planted pine as possible on the site; and the result would be the dismissal of the case. He related that the applicant was requesting a rezoning to PUD with a density of 2.06 units per acre and a maximum impervious surface area of 60 percent. He added that there was required right of way dedication of 1.65 acres along Log House Road and Priebe Road, and that the plan emphasized open space, which would include stormwater ponds. He relayed that there would be pervious walking trails around the ponds tied into sidewalks or street connectivity, and that the HOA would own and maintain all common areas. He commented that lots would have a minimum area of 7,500 square feet and a minimum width of 75 feet, and that landscape buffers would be along all perimeters of the subject property. He stated that the property would be serviced by Sunshine Water Services for water, and that the applicant planned to construct a DWTS for sewer. He said that the subject parcel was located within the City of Clermont joint planning area (JPA), and that the City had provided support for the project. He stated that the proposal was consistent with the existing Urban Low FLU, and that Lake County Schools had reviewed the application and determined that there was capacity available for students. He relayed that Lake County Fire Station 109 was 1.4 miles from the subject property, and that the transportation concurrency was determined to be a de minimis impact on surrounding roadways.

Mr. Jonathan Huels, an attorney representing the applicant, reiterated that this project had come before the Board in November 2025, and said that shortly thereafter, there were proceedings initiated under Chapter 70 of the Florida Statutes, the Florida Dispute Resolution Act, to result in the current request. He noted that the property currently had an Urban Low FLU which allowed up to four dwelling units per acre, and that the zoning was R-6 which had a paper maximum density of up to six dwelling units per acre; however, the Urban Low FLU would control density of up to four dwelling units per acre. He commented that the project was currently entitled for residential and that based on the County code, it could proceed directly to site plan for a residential project of theoretically up to 160 units and not come before any public hearings, though the County code required any residential subdivision above 49 units to be rezoned to PUD. He opined that the

resulting request was a downzoning from what it was entitled to currently under Urban Low and R-6, reducing the residential maximum from 160 units to 79 units. He mentioned that the property currently had a bona fide agricultural exemption, and that the planted pine currently on the site was temporary in nature, noting that at some time in the future it would be harvested and processed into wood and paper products. He recalled that after the proceedings were initiated in November 2025, there were settlement discussions undertaken before the formal proceedings that would come under the Florida Dispute Resolution Act which included addressing the comments made at the November 2025 public hearing with respect to stormwater, density and general design. He elaborated that some changes were borne out of this, and that it met the City of Clermont JPA standards, reiterating that the City did not have any objection to the project. He said that along the entire perimeter of the project was a 25 foot landscape buffer, and that a condition added to the PUD would require that the existing planted pine would be retained in that area and other open space areas within the project, where feasible. He stated that in spaces where the planted pine possibly was not as dense or would not meet the County's landscape buffer requirements, those areas would be supplemented with new plantings which would meet the requirements of the PUD for Florida friendly and native species to be planted. He said that the PUD also included several conditions regarding design, such as a requirement for dark sky lighting; additionally, a significant change was the size of the stormwater ponds, noting that they would need to meet a higher standard than current requirements of the St. Johns River Water Management District or the County. He specified that this standard was the 100 year/24 hour storm event, and that there was an additional caveat included in the proposed condition of the PUD indicating that it would either be this higher standard, or if there was a more stringent standard at the time that this project would come through for engineering and site plan approval by staff, it would be the most stringent of the two. He opined that the changes resulted in additional buffers to the surrounding community, and that another benefit was an added condition to the PUD to construct offsite sidewalk improvements along Log House Road's entire length, noting that it would have to be delivered before the first resident moved into the community.

The Chairman opened the public hearing.

Mr. Mike Hodes, a neighbor of the subject property, asked that the Board deny this request He expressed concerns for stormwater and drainage, noting that the property dropped approximately 40 feet in elevation. He opined that several ponds were located uphill from the natural flow of the water, and he indicated concerns for whether the system would function properly during heavy storms. He also expressed concerns for compatibility with the existing neighborhood, noting that some residents lived on large properties. He opined that the proposed density did not align with the character of the neighborhood or the intent of the current zoning, and that approving it would be inconsistent with the Comp Plan. He then expressed concerns for traffic and infrastructure, noting that the developer had requested an exemption from a full traffic study and was relying on 2023 studies even though conditions had changed. He recalled that the County's original denial had cited potential negative impacts to property values under Section 14.03.03 of the LDR, opining that this concern had not really been addressed. He asked the Board

to follow the existing standards and ensure that development was consistent and fair to the existing residents.

Ms. Gail Cisneros, a resident on Priebe Road, said that water had entered her yard and some neighbors' homes during Hurricane Milton, and she showed an image of the slope that residents were concerned about, noting that it was 25 feet from the proposed development. She pointed out her home on a map, as well as the location of retention ponds. She opined that this would directly impact homes in Martin's Landing, and she expressed concerns for runoff. She showed images of what happened to her home during Hurricane Milton, noting that this included water damage. She also displayed images of their water retention pond and dock affected by the waters that came in.

Mr. Danny Cisneros, a resident on Priebe Road, said that there was an easement behind his property with a water pipe which went through there, relaying his understanding that there was not much that could be done in that area as far as changing the slope. He recalled that this item had been denied on November 4, 2025, and opined that this decision reflected a commitment to protect existing homeowners and ensure responsible development in the community. He opined that the subsequent appeal and agreement had not meaningfully addressed these concerns, and he expressed concerns for the retention pond design running downhill. He opined that removing some natural protections while increasing development raised the risk to his home and others nearby, and that it was important to have a plan to protect the community. He asked the Board to remain consistent in their commitment to protecting existing homeowners, and for the Board to vote no and retain a more reasonable density such as 49 homes; furthermore, he also asked them to require any future proposal to include an independent engineering study to ensure that stormwater systems truly protected neighboring properties.

Ms. Gayle Dowlman, a resident on Priebe Road, mentioned the negative impact that this PUD would have on her family and her home. She said that she lived at the bottom of a 41 foot incline, and she relayed information about her home. She indicated that she had palm trees which rotted due to drainage runoff, and that her basement had flooding. She expressed concerns for what this new construction would do with no promise of sufficient retention ponds, and for flooding and destruction that could come to her property. She asked the Board to protect her home and to consider denying this rezoning.

Mr. Richard Fisher, a landscape designer who lived in the Crescent Ridge subdivision, opined that drawings which were displayed and given to the Board showed how building 85 or 79 homes would not work at any level. He opined that drawings one, three, four, six, eight, 10 and 11 demonstrated the ratio of hardscape to landscape vegetation, bad water flow, and inadequate water absorption. He opined that out of all the retention ponds on this site, possibly 25 percent or less would be of any use, and that typically in his experience, retention ponds were around nine feet deep on average; furthermore, he opined that the size of these retention ponds was inadequate. He opined that the elevation drop on this property was funneling down to Martin's Landing's entrance from Log House Road down Priebe Road, Log House Road and the transfer station, across to Martin's Landing's entrance, and the back of the transfer station to Martin's Landing's entrance.

He opined that the dump side retention pond on the west side of the property would have no effect to this site, and that these retention ponds were inadequate; additionally, he opined that retention pond water did not fill on a level basis running uphill. He asked the Board to reject this request from the applicant, opining that it would devastate residents' quiet living area.

Commr. Morris asked what would happen to the waterflow if the property owner was to cut all the pines and sell them.

Mr. Fisher opined that if the applicant was to clear that land, it would be devastating on a rainstorm.

Commr. Morris pointed out that the applicant currently had the ability to harvest those pines and make money, and that there was nothing that residents could do about it, noting that it was the applicant's property. He relayed his understanding that the applicant would not leave it as it was.

Mr. Fisher opined that when pines were cut, the root structure would hold the ground in place; however, when they came in to bulldoze the property, they would remove the roots and leave bare open land on a slope.

Commr. Morris reiterated that something would happen to this land, and said that the Board was trying to minimize what was going to happen, noting that the applicant could request much more than what they would be receiving.

Mr. Fisher opined that when doing landscaping, one would put much root structure on a hill to hold the ground, and that it would be left wide open if it was cut bare. He expressed concerns for it being bulldozed on a hill and a slope, and for there possibly being a disaster in the lightest rain. He also opined that there was a difference between harvesting the trees and leaving all of the undergrowth, mulch, etc.

Commr. Campione said that she was visualizing the following three scenarios: cutting the trees but leaving the vegetation, noting that there would be some sheet flow, but it would percolate some amount; the applicant getting ready for development and bulldozing everything, with there being a period of time where they had total sheet flow; and the applicant developing it, noting that according to Mr. Fisher's analysis, even with retention ponds, runoff would still leave the property because the ponds were in the wrong location and would not be deep enough.

Mr. Fisher opined that the hardscape would cover 90 to 95 percent of the area, and he questioned where it would percolate there. He opined that there could be a significant issue with all the hardscape, elevation and the drops.

Mr. Scott Boyatt, a resident on Priebe Road, indicated that he was a general contractor, engineer and an elected board member for SECO Energy and Seminole Power Generation. He opined that the ponds were not designed correctly, and that they should be in the northeast corner of the project. He showed an image of other subdivisions, and he asked to reconfigure the pond retention so that it was managed where the water was going to go. He also expressed concerns for the developer's presentation not telling the Board where the lift station and water processing system would be. He opined that the developer did not represent where they were going to put a sewage treatment facility, and he expressed concerns for smells and for sewage being trucked out

of it. He asked the Board to deny this design, opining that it was not vetted properly, and he expressed concerns for runoff.

Mr. David Aiken, a resident on Priebe Road, opined that the density and design of the development would produce a parcel-wide concentration of impervious surfaces and exacerbate the effects of the summer-long rain season, even in typical rainfall episodes, along with any intense periodic rains. He opined that it also virtually eliminated any bioremediation beyond that which presently existed on the property, and that this made it questionable whether the proposed downhill sloping retention areas would effectively contain such runoff. He opined that this presented an unacceptable risk to existing residential properties and public infrastructure, and that the displayed diagram demonstrated a disparity between the density and character of the proposed development and that of the surrounding residential areas. He recalled that in the conclusions of law, Item 23 supporting the previous denial, the Board's denial was based on the inconsistency of the proposed use with Section 14.03.03(C), LDR, as the requested rezoning was not consistent with existing residential neighborhoods. He opined that this condition remained with this rezoning request, and that Item 25 stated that the Board's denial was based on the inconsistency of the proposed use with Section 14.03.03(G), LDR, as the requested rezoning for a subdivision with smaller lot sizes could negatively impact the property values of surrounding communities, and no competent substantial evidence was presented to show no impact or a positive impact. He recalled that the following item noted that the Board additionally found that the property's current entitlements, which would allow for the development of 49 residential units under the existing Urban Low FLU, was an appropriate use for the property and was compatible with the existing surrounding neighborhoods, and that the applicant did not provide any evidence or justification to indicate that there had been changed conditions to support the rezoning application, thereby making the request inconsistent with that section. He opined that the proposed development did not correct the negative issues that the design and density presented, and that this plan fell outside of responsible growth and contradicted the previous measured and considered decisions of the Board. He asked that the Board deny the application and retain the Urban Low FLU designation in the 2030 Comp Plan.

Mr. Jay Paul, a resident on Log House Road, opined that Log House Road was small, and relayed concerns for speeding there. He also opined that the road was falling apart and that water could possibly wipe the road away. He remarked that people rode bikes on the road, and he asked the Board to deny this item.

Ms. Allison Sickman, a resident on Log House Road, asked the Board to stand by their original decision to deny the rezoning request. She opined that the settlement reached between KB Home and Lake County was presented as a reasonable compromise, though it failed to address many of the findings of fact in the original development order. She recalled that the original application included a traffic waiver which relied on traffic data from 2023, and opined that this reliance on outdated information misrepresented the traffic conditions on Log House Road and understated the true impact of the proposed development. She showed pictures from her residence, and said that the settlement included a provision for the developer to construct and fund a sidewalk to be added along Log House Road to improve traffic and/or mobility. She opined that while this

was an improvement for pedestrians, it did not address the primary issues of increased traffic, roadway capacity or emergency access. She opined that the addition of nearly 900 more daily trips would increase the risk of blockages which interfered with emergency access for all surrounding communities. She relayed her understanding that the sidewalk was already planned by the County, and opined that this did not really show a meaningful effort to mitigate the issues brought up in the original denial. She opined that the reduction in density from 85 to 79 lots was minimal and did not significantly change the overall density of the project, nor did it support the Board's previous conclusion stating that the cumulative effects of traffic would provide substantial competent evidence that a lower density was warranted. She opined that the revisions outlined in the settlement failed to align with the County's findings and did not adequately address the documented impacts of the proposed development.

Mr. Alex Cisneros, a resident of Martin's Landing, asked the Board to deny this item due to a lack of clarity around wastewater. He opined that adding a lift station or collected central system was not consistent with the neighborhoods, and he indicated concerns for potential odor, maintenance issues and visual impact. He also requested answers with real solutions.

Mr. Bill Decker, a resident of Martin's Landing, opined that residents had challenged the staff report as being general, misleading and inaccurate. He opined that the most serious concern was stormwater runoff and the potential for dangerous flooding in the community, and that the density was inconsistent with surrounding communities. He also opined that it was in conflict with County regulations that prohibited excessive density that harmed the rural character of the area, and that it would have a detrimental impact on their property values in excess of 20 percent. He questioned the matter of wastewater treatment as residents did not clearly understand the location, noting that they did not see this as feasible since water and sewer systems would flow downhill. He opined that residents were not convinced that a qualified maintenance technician would staff this facility as required by law, and that traffic would be an issue and required an updated study. He also opined that exemption from a traffic study was not an acceptable decision since it was estimated that there would be over 800 to 1,000 new trips per day on Log House Road. He opined that any agreement or rezoning by Lake County should protect citizens and include clearly defined conditions, and that nothing had really changed since the November 2025 decision. He also opined that residents would be willing to participate in a workshop to explore better options for this parcel.

Mr. Charlie Wycoff, a resident of Crescent Ridge, said that no one had mentioned anything about gopher tortoises, and that he did not want Lake County to be liable for anything because they approved this project, opining that a 100 year flood could happen. He also agreed with everything else.

Ms. Anna Parshev, a resident on Paradise Bay Court, agreed with the points made by the previous speakers, and she expressed concerns that if this development moved forward, issues such as flooding, traffic, noise and sewage smells would make their neighborhood a less desirable place to live. She also indicated concerns for property values decreasing.

Mr. Sheldrick Thomas, a resident of Lake County, opined that Pine Ridge Elementary School was almost at capacity, and he asked if KB Home had considered this. He also expressed concerns for traffic and safety for cyclists.

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

Mr. Huels clarified that there was a process for dealing with gopher tortoises called a relocation permit, which was run through the Florida Fish and Wildlife Conservation Commission (FWC); furthermore, the relocation permit would be pulled whether this project was developed as proposed or when the owner went to harvest the pines, noting that the gopher tortoises would be relocated before any of this work was done and that they would be sent to a receptive site with a conserved natural habitat. He remarked that the proposed DWTS were advanced treatment systems that each individual lot would have constructed in conjunction with the homes, and that they were above traditional septic in terms of their ability to treat the effluent and remove nutrients, noting that it was the preferred replacement for an older septic system. He explained that there was not going to be a central collector, onsite treatment system or lift station which would result in odors emanating from the development, and that these systems were underground. He indicated that school capacity was analyzed as part of this process, and that it was shown that there was available capacity at all of the three districted schools. He added that transportation was also evaluated following the Lake-Sumter Metropolitan Planning Organization (MPO) guidelines using the latest available data, which was from 2023, noting that staff made the determination that it was de minimis regarding transportation generation from the project daily and at a p.m. peak. He relayed his understanding that many of the graphics which had been presented were based on the existing topography of the property, though this was not how the property would be developed. He said that there would be engineered plans reviewed by the County and the St. Johns River Water Management District (SJRWMD) to prove that the entire design, including stormwater, was functional. He reiterated that this would also be at the higher standard of a 100 year/24 hour event, and stated that there would be topographic changes involving the buildout of this project. He specified that it would not remain at its existing topography with grade changes of concern by the community, and that it would be leveled off significantly.

Mr. Chuck Hiatt, a civil engineer representing the applicant, confirmed that there was an existing 40 feet of fall in the middle of the site to the east, west and northeast. He commented that currently, the criteria for the County and the SJRWMD would be a pre/post volume, which meant that by drainage law the applicant was allowed to release as much volume in the post condition as in the existing condition; however, they committed to hold the entire 100 year/24 hour storm with no discharge, noting that this was above what the County and the SJRWMD currently required. He added that they included that if anything changed or was adopted by the County or the SJRWMD prior to development, then they would meet those rules. He said that there would be some retaining walls involved, and that there would be stem walls on the houses. He then commented that the County's current criteria was a 60 foot lot, and that they would meeting the

City of Clermont JPA requirement of 75 foot lots; therefore, they were trying to meet both the County and City requirements in this zoning.

Commr. Campione asked that with the 75 foot lots, could they have that number of lots and do the design they would need to in order to capture the 100 year storm.

Mr. Hiatt confirmed this. He indicated that they had elevation change from south to north and from east to west, and that there would be some cascading effect as they moved toward the northeast corner, though nothing would be leaving the site for the 100 year/24 hour storm.

Commr. Campione inquired about where a 1,000 year storm would leave.

Mr. Hiatt replied that it would come downhill to the northeast and end up in the lake.

Commr. Smith relayed his understanding that the 100 year flood plan exceeded what was currently required.

Mr. Hiatt clarified that it was more stringent than what was required by the County and the SJRWMD.

Commr. Smith inquired if he would agree that there was currently watershed, and Mr. Hiatt said that this was correct.

Mr. Huels opined that the after condition of this project was resulting in a net density of two dwelling units per acre with greater stormwater and a thoughtful design that created a greater space between homes onsite and in the existing community. He added that there had been some thoughtfulness on where the stormwater would be located in terms of avoiding there being one rear yard to another, and that it provided certainty to what was coming. He opined that if this item was not supported by the BCC, the developer and property owner would go back and analyze what was next and whether it was possibly a continuation of the existing proceedings or a complete abandonment with someone else coming forward with a plan for this project which avoided public hearings. He opined that this was a better plan that what was originally proposed, and that they had addressed the comments received at the initial meeting to a reasonable degree. He also opined that there was greater public benefit in terms of the sidewalk project, noting that it would be done by the developer and would be in place before the first resident moved in.

Commr. Campione inquired if KB Home had closed on the property.

Mr. Huels denied this and said that there was still a contract. He added that if this item was not the concept, then they were likely not going to move forward with it. He clarified that the Florida Dispute Resolution Act allowed for collaboration opportunities and that there had been collaboration, opining that the process had worked. He opined that there was a better plan which had been presented to the Board, and that there could be other processes that the property owners or KB Home would look to undertake.

Commr. Morris relayed his understanding that at East Crooked Lake there were some property owners who started a nonprofit and purchased a piece of property.

Commr. Campione indicated her understanding that a nearby landowner had purchased the property after the neighborhood had not wanted it to be developed at a high density.

Commr. Morris opined that this was possibly an avenue that residents could consider, noting that people had property rights and could do something with it.

Commr. Campione recalled that the Board had denied the zoning request, and that if the landowner wanted to challenge their decision, they could file for the Florida Dispute Resolution Act process; furthermore, should they not reach a settlement agreement, the landowner would have the option to pursue litigation, noting that the County would have to live with the result of what a judge decided. She added that another possibility was that the landowner could consider to modify their plan further, noting that the County's current code would allow them to move forward with 49 lots without any public hearing. She then mentioned that there was a possibility that the developer or buyer went completely away, and then the landowner restarted, noting that they could possibly start all over again.

Commr. Sabatini opined that the discussion, feedback and application were good, though he was not satisfied with the product.

Commr. Sabatini made a motion to deny the proposed settlement agreement.

Commr. Parks seconded the motion.

Commr. Parks expressed appreciation for the collaboration process and going through this, as well as the residents expressing good viewpoints. He relayed that he lived near the subject property, and that he understood that Log House Road and Lakeshore Drive were large issues. He stated that he was not going to support the settlement, opining that it was not consistent with the Comp Plan and the LDR. He explained that the County considered this under LDR Section 14.03.03, and that they had to consider compatibility with surrounding uses, adequacy of public facilities, transportation safety and public interest; furthermore, he did not think that it met that basis of review. He said that the site directly abutted the County land designated public services facility and infrastructure associated with the County solid waste drop-off operations, and that he thought that they would have heard more about this on the current day, recalling that he had brought this up as a large issue in November 2025. He mentioned that the Comp Plan recognized that solid waste facilities required peripheral buffering and nuisance minimization to protect surrounding areas, yet the proposal did not provide a site specific compatibility analysis or buffering standard which meaningfully addressed this adjacency. He elaborated that because the LDR currently did not appear to resolve the specific adjacency with a clear standard, the Board was forced to rely more heavily on the Comp Plan's compatibility, nuisance safety and public interest requirements, noting that he did not see this through the process, nor did he hear it on the current day. He also did not believe that the transportation record was sufficient, and commented that while staff had said that this was de minimis for transportation, the ordinance required a future traffic impact analysis and mitigation, noting that he would have liked to see more of this at the current time. He opined that the Lakeshore Drive corridor was a significant issue and included Log House Road, and that he did not see how it was demonstrated that the proposal would fully mitigate the impacts of traffic to the entire corridor, nor did it address the concern about Lakeshore Drive and Log House Road.

Commr. Campione relayed her understanding that the reasons why the Board had denied this initially were the same reasons she was hearing others be concerned about, noting that they continued to be her same concerns. She expressed concern about the adjacent solid waste facility,

opining that there would need to be more buffering and something to address that conflict. She also indicated concerns about drainage, relaying her understanding that engineering could address these kind of issues to a large degree, though she had seen firsthand how engineering failed in certain instances. She opined that at times, they had to use common sense and see a situation as what it was, expressing concerns for what could happen in a major storm event. She indicated concerns for traffic, opining that any additional density other than the base amount which was currently allowed exacerbated that issue. She said that sometimes when the Board was faced with these situations, they were trying to come up with a compromise to receive something in return to possibly improve the situation; however, in this case she did not see a pathway to improve an existing situation. She stated that she liked the 75 foot wide lots, though if they went to the 49 lots allowed by a matter of right, there would be larger lots with less runoff, impervious surface and impacts to the community. She expressed support for the motion to deny this item.

Commr. Smith relayed his understanding that the 49 lots did not have anything to do with the FLU or the zoning, and that a development only had to be a PUD if it exceeded 49 lots. He pointed out that the zoning was R-6 and the FLU was Urban Low, which would allow six units per acre, noting that the applicant was only requesting two units per acre.

Ms. Marsh recalled that when they had this hearing previously, one of the items discussed was that their maximum density was four units per acre under the land use. She added that in 2010 this area had been envisioned for Urban Low density, and that this was their entitlement. She remarked that a couple years prior, the Board had added a requirement to the LDR that if one was going to develop 50 or more lots in a subdivision, they would come through for a PUD for the purposes of ensuring that it was compatible, putting conditions on it, etc. She did not believe that the 50 unit requirement was necessarily to restrict the density allowed under the Comp Plan; however, it was the Board's discretion as to what they wanted to do with the PUD zoning.

Commr. Campione opined that the reason why the Board had included the 49 lot requirement was to look at site specific conditions, surrounding property, and what would happen. She opined that they had added it to allow this level of site specific review and discretion so that they did not have a scenario where they were not addressing specific concerns. She also opined that the County had deficiencies with its code, and that this was a way for them to review things and formulate solutions.

Commr. Smith said that he would stick with what was entitled to the landowner, noting that they had rights of Urban Low and R-6 and that the developer was going well below this; therefore; he would be against this motion.

Commr. Morris reiterated that the applicant had more property rights than what they were requesting, and he expressed concern that if they marketed the pines, it would be significantly worse than what they would get with some kind of runoff; therefore, he would vote against the motion.

Commr. Parks stated that the applicant would still be held to National Pollutant Discharge Elimination System (NPDES) standards.

Commr. Smith expressed concerns that it could be a Bert J. Harris, Jr., Private Property Rights Protection Act claim, or the applicant would go to a judge and the judge would allow something more than what the applicant was currently requesting.

Commr. Campione opined that this was always a possibility, and she expressed appreciation for everyone's letters and thoughtful comments. She added that the judge could possibly take into consideration the concerns and comments, along with the 49 lots allowed by right without a PUD change, and see it as a reasonable use of property rights.

Commr. Morris asked Ms. Marsh to explain the Bert J. Harris, Jr., Private Property Rights Protection Act.

Ms. Marsh explained that it was a provision of Florida Statutes that created a cause of action against a governmental entity which imposed an ordinance or regulation, or denied a development plan, that was slightly less than a constitutional taking. She specified that the key phrase was if the County had impacted their reasonable investment-backed expectations of their property, and that it was a lesser standard. She relayed that Lake County had two Bert J. Harris, Jr., Private Property Rights Protection Act claims in the past and had lost both, relaying they had totaled $8 million of impact to the county residents in settlements for those items. She specified that one claim was mining and that the other was a piece of property in Sorrento, and that the applicant would have the right to pursue that claim. She said that they could also appeal to the circuit court, or KB Home could decide that it was not worth pursuing and back out of their contract. She mentioned that they also had the option of continuing the current process which would go back to the administrative law judge, noting that it would become an evidentiary hearing at which the administrative law judge would issue a recommended order based on the testimony and evidence presented at that hearing.

Commr. Campione asked if the County would be bound by the administrative law judge's decision.

Ms. Marsh replied that the administrative law judge would make a recommended order which would come back to the Board, and that they would have the option to approve, approve with conditions, or deny. She commented that if the Board denied it, then the property owner would still have the options of going to court, filing a Bert J. Harris, Jr., Private Property Rights Protection Act claim, or other options.

Commr. Smith said that the Board had received individuals' emails, though the Board could not respond back because this was a quasi-judicial issue.

Ms. Marsh noted that because it was administrative litigation, they typically did not comment on active litigation cases.

Commr. Parks relayed his understanding that it was as long as one was not responding back that they were prejudicial to it, though acknowledging an email should be fine.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried by a vote of 3-2, the Board denied the following items: Tab 5, Rezoning Case # PZ2025-138, Crescent Pines (RZ); and for the County Attorney or designee to execute a Settlement Agreement for Voluntary

Dismissal with Prejudice in KB Home Orlando, LLC (a/k/a Crescent Pines PUD) vs. Lake County, Florida (DOAH Case No. 25-006093).

Commr. Smith and Commr. Morris voted no.

RECESS AND REASSEMBLY

The Chairman called a recess at 11:40 a.m. for five minutes.

ANNEXATION REPORT

Mr. Fitzgerald stated that this report regarded a 15.9 acre parcel located in the City of Clermont area, west of United States (U.S.) Highway 27 and east of Roper Boulevard. He indicated that the current Lake County zoning was PUD, and that the proposed City zoning was General Commercial. He added that the current Lake County FLU was Urban Low, and that the proposed City FLU was Commercial. He said that the site was already developed with a Kohl's department store and the associated retention pond, noting that it was abutting the city.

Commr. Campine asked if it was already on City water and sewer.

Commr. Parks confirmed this, and he asked to display a map of the entire PUD.

Mr. Fitzgerald relayed that this parcel was the commercial portion of a larger PUD.

Commr. Parks relayed his understanding that this had been approved in 2002 or 2003, and he inquired why they were not annexing the entire PUD, noting that the County would still be maintaining the roads.

Mr. Fitzgerald opined that this was most likely a voluntary annexation, and that for the City of Clermont to annex the entire PUD, it would need to be a voluntary annexation or done through a referendum.

Commr. Smith asked if the property outside of this was part of a single HOA, and he wondered if an HOA could request to be annexed.

Mr. Fitzgerald was unsure what the HOA controlled.

Commr. Smith stated that this was a voluntary annexation which met all the requirements; therefore, the County could not stop this.

Commr. Parks pointed out that they were breaking up a PUD.

Commr. Campione inquired if the County could object based upon this.

Commr. Parks opined that it was fair to ask about this.

Commr. Campione opined that the County did not want the residents to be concerned that the County was saying to annex it all, though if it was voluntary, it would be up to the residents. She stated that they possibly tried but that the residents denied this and only the commercial said yes. She then asked if the County could review the annexation packet in the City's documents to find a contact person.

Mr. Fitzgerald responded that they could do a public records request for their file and review what was being proposed. He added that this item was scheduled for the Clermont City Council meeting on April 28, 2026.

Commr. Campione requested for this information to be provided to the Board.

COMMISSIONERS REPORTS

COMMISSIONER SABATINI – DISTRICT 1

LEGISLATIVE SESSION

Commr. Sabatini asked the Board to be observant of the upcoming legislative session, noting that nothing happened regarding Senate Bill (SB) 180; however, he relayed his understanding that it could be part of the budget negotiations.

COMMISSIONER SMITH – DISTRICT 3

THE SPRING GAMES

Commr. Smith stated that THE Spring Games event a few weeks prior was a significant success, and that he would come back and report the numbers. He added that it was a very large event for Lake County and was great for economic development.

SAND VOLLEYBALL AT HICKORY POINT

Commr. Smith commented that in the following weekend, they would have a Sand Ballerz Candy Land Showdown sand volleyball tournament at Hickory Point, noting that there were 110 teams registered and that it would be the largest sand volleyball event occurring. He commented that Mission Resort + Club and some hotels around the area had been sold out on the number of rooms reserved for them, and that he would be in attendance on the following Saturday to welcome the teams.

Commr. Morris asked if the sand courts at Lake-Sumter State College (LSSC) were also being used, and Commr. Smith clarified that it was all at Hickory Point.

FISHING CLINIC AT HICKORY POINT

Commr. Smith said that in the following weekend, there would be a fishing clinic hosted by the Lake County Sheriff's Office (LCSO) in conjunction with the Lake County Water Authority (LCWA) at Hickory Point. He elaborated that it would be a free clinic for kids from 9:00 a.m. to noon, and he encouraged everyone to visit Hickory Point to support everything occurring there.

HAPPY BIRTHDAY

Commr. Smith wished Ms. Jennifer Barker, County Manager, Happy Birthday, noting that this would be on the following Friday.

COMMISSIONER CAMPIONE – CHAIRMAN AND DISTRICT 4

ELDER AFFAIRS COORDINATING COUNCIL

Commr. Campione remarked that there was an Elder Affairs Coordinating Council meeting in the previous week, and that she had been able to see the new space for the veterans affairs office. She recommended that the Board set up a time to see what was happening there, noting that there were three new veterans services officers (VSOs). She asked if Commissioner Sabatini could meet them, opining that it was helpful for those in the military or veterans to help local veterans connect with other veterans.

CITY OF EUSTIS CLEANUP

Commr. Campione said that she had visited the City of Eustis waterfront on the previous Saturday and participated in their monthly cleanup along the shoreline. She also indicated that this was the time to be careful regarding alligators, and to not take pets along the waterfronts.

VISIT TO MOUNT DORA HIGH SCHOOL

Commr. Campione related that she had the chance to visit Mount Dora High School and throw the first pitch at a baseball game.

PIRATES INVASION IN ASTOR

Commr. Campione relayed her understanding that Commissioner Smith had checked out the Pirates Invasion event which would be in Astor on the following Saturday.

Commr. Smith said that it was put on by the BadAstors and that it would be at Drifters Riverfront Bar and Grill for charity.

COMMISSIONER SMITH – DISTRICT 3

NATIONAL COFFEE CAKE DAY

Commr. Smith commented that it was National Coffee Cake Day.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 12:04 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: 04/08/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Awards and Recognition
THRU:
ITEM ID: 42895
BY: Christopher Sievert, Deputy Fire Chief
SUBJECT: National EMS Week Proclamation

RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval and presentation of a proclamation designating May 17-23, 2026, as National Emergency Medical Services Week.

BACKGROUND SUMMARY: National Emergency Medical Services (EMS) Week is observed each year in May for an entire week to honor first responders for their service nationwide. National EMS Week was founded forty-eight (48) years ago by the National Association of Emergency Medical Technicians (NAEMT) and the American College of Emergency Physicians (ACEP). These agencies identify the important contributions of EMS practitioners who work daily to safeguard the health, safety, and well-being of their patients and communities. Their unwavering dedication, personal sacrifices, and call to duty to intervene in life-threatening medical situations qualifies EMS Week as a nationally recognized week under Policy LCC-96.

Accepting the proclamation on behalf of Lake County Fire Rescue will be Public Safety Director, David G. Kilbury, as well as other on-duty personnel.

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 Provisions for Proclamations and Letters of Recognition
2.	2026 Nat'l EMS Svcs Week Proclamation_2026-36

STAFF APPROVALS AND DATES:

Christopher Sievert	Created/Initiated - 04/08/2026
Elizabeth Gouveia-Miner	Approved - 04/09/2026
Jessica Zimmerman	Approved - 04/10/2026
John Simpson	Approved - 04/10/2026
David Kilbury	Approved - 04/10/2026
Thomas Carpenter	Approved - 04/27/2026
Melanie Marsh	Approved - 05/01/2026
Jennifer Barker	Approved - 05/07/2026
Marisol Saldana	Final Approval - 05/07/2026

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 NATIONAL EMERGENCY MEDICAL SERVICES WEEK
2026-36

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improved the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, telecommunicators, firefighters, educators, administrators, and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishment of emergency medical services providers by designating National Emergency Medical Services Week.

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

Section 1. The week of May 17-23, 2026, shall be known, designated, and set aside as "National Emergency Medical Services Week" in Lake County, FL. It is encouraged that people express their appreciation as they come across these dedicated first responders who have made countless personal sacrifices to ensure the safety of both the citizens and visitors of Lake County, FL.

Section 2. A copy of this Proclamation shall be spread upon the minutes of the 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 19th day of May 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

_____
SEAN M. PARKS, VICE CHAIRMAN

_____
ANTHONY SABATINI, DISTRICT 1

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

ATTEST:

_____
GARY J. COONEY CLERK
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: 04/17/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Presentation
THRU: **ITEM ID:** 42920
BY: Maria AbdoulKarim, Office of Housing & Community Services Director
SUBJECT: National Older Americans Month Proclamation

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval and presentation of the National Older Americans Month Proclamation.

BACKGROUND SUMMARY: Request from the Elder Affairs Committee to approve and present a proclamation declaring the month of May, National Older Americans Month in 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.

Older Americans Month was established in 1963 by President John F. Kennedy, created to acknowledge the growing population of Americans aged 65 and older and to address their specific needs, including healthcare and financial security, thus qualifying as a nationally recognized week under Policy LCC-96.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	LCC-96
2.	Proclamation - Older Americans Month 2026

STAFF APPROVALS AND DATES:

Maria AbdoulKarim	Created/Initiated - 04/17/2026
Maria AbdoulKarim	Approved - 04/17/2026
Mariellie Alvarez	Approved - 04/17/2026
Karen Maxwell	Approved - 04/17/2026
Cari Christian	Approved - 04/20/2026
Alexis Clark	Approved - 04/20/2026
Melanie Marsh	Approved - 04/23/2026
Jennifer Barker	Approved - 04/28/2026
Marisol Saldana	Final Approval - 04/28/2026

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

PROCLAMATION
2026 - 43

WHEREAS, Older Americans Month is an annual observance in the United States held every May to recognize the contributions of older adults, highlight aging trends, and reaffirm society's commitment to supporting the health, independence, and well-being of older adults; and

WHEREAS, Older Americans Month was established in 1963 by John F. Kennedy to acknowledge the growing population of Americans aged 65 and older and to address their specific needs, including healthcare and financial security; and

WHEREAS, today, the Administration for Community Living leads the national observance of Older Americans Month, continuing national efforts to promote the dignity, independence, and overall well-being of older adults; and

WHEREAS, the 2026 theme "Champion Your Health" emphasizes the importance of wellness, prevention, and personal responsibility as cornerstones of healthy aging by encouraging older adults in Lake County, Florida, to take an active role in managing their health, accessing preventive care, and maintaining independence; and

WHEREAS, individuals and communities are encouraged to support healthy aging by promoting preventive health screenings, fostering social connections, encouraging nutritious eating and regular physical activity, supporting mental health and resilience, and recognizing the lasting contributions of older adults.

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

Section 1. Lake County does hereby proclaim the month of May 2026 as Older Americans Month, calling upon all Americans to join in supporting older Americans by raising awareness; fostering intergenerational learning; promoting healthy aging; and recognizing the contributions of older adults in families, workplaces, and communities by offering experience, resilience, and mentorship.

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 5th day of May 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____
SEAN M. PARKS, VICE CHAIRMAN

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

_____
ANTHONY SABATINI, DISTRICT 1

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

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: 04/21/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Awards and Recognition
THRU:
ITEM ID: 42922
Kathleen Dial, Executive Director
BY: Megan Brew, Office of Economic Development Director
SUBJECT: Recognition of the Small Business Development Center at the University of Central Florida (SBDC at UCF) being named the Small Business Administration's (SBA) SBDC of the year.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval and presentation of a proclamation honoring the Small Business Development Center at the University of Central Florida for receiving the U.S. Small Business Administration’s Small Business Development Center of the Year award.

BACKGROUND SUMMARY: 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.

The SBDC at UCF was recently named the U.S. Small Business Administration's Small Business Development Center of the Year. This qualifies the SBDC at UCF as an organization that has made outstanding contributions to the residents of Lake County.

The Office of Economic Development supports two SBDC at UCF locations in Lake County which provide one-on-one consulting and other no-cost business services to entrepreneurs and small business owners.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:
Attachments:

1.	LCC-96 Provisions for Proclamations and Letters of Recognition

2.	UCF SBDC_2026

STAFF APPROVALS AND DATES:

Megan Brew	Created/Initiated - 04/21/2026
Sheri Hutchinson	Approved - 04/21/2026
David Eichinger	Approved - 04/21/2026
Megan Brew	Approved - 04/21/2026
Kathleen Dial	Approved - 04/22/2026
Rachel Bartolowits	Approved - 04/28/2026
Melanie Marsh	Approved - 05/11/2026
Jennifer Barker	Approved - 05/11/2026
Marisol Saldana	Final Approval - 05/11/2026

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 - 44

WHEREAS, the Small Business Development Center at the University of Central Florida (SBDC at UCF) has demonstrated exceptional service, leadership, and commitment to supporting small businesses throughout our region; and

WHEREAS, small businesses are the backbone of Lake County's economy; and

WHEREAS, the SBDC at UCF has been named the Small Business Development Center of the Year by the Small Business Administration (SBA), a distinction that reflects its outstanding performance, innovation, and measurable impact on the economic vitality of Central Florida; and

WHEREAS, the SBDC at UCF provides critical guidance, technical assistance, and one-on-one consulting that empowers local entrepreneurs to start, grow, and strengthen their businesses; and

WHEREAS, the SBDC at UCF has played a pivotal role in local job creation, capital formation, business expansion, and long-term economic resilience of Lake County; and

WHEREAS, the SBDC at UCF's local team, with offices in Groveland and Eustis, has supported thousands of small business owners through training, mentorship, and strategic planning; and

WHEREAS, the SBDC at UCF's strong partnerships with Lake County government, local chambers of commerce, educational institutions, industry leaders, and other partners have strengthened the region's entrepreneurial ecosystem; and

WHEREAS, the recognition by the SBA as SBDC of the Year is a testament not only to the Center's excellence but also to the dedication of its staff, the trust of its clients, and the collaborative spirit of the community it serves; and

WHEREAS, the continued success of the SBDC at UCF contributes significantly to the prosperity, innovation, and economic competitiveness of Lake County and the broader Central Florida region;

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

Section 1. Lake County does hereby recognize the SBDC at UCF as the SBA's SBDC of the year.
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 19th day of May 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____
SEAN M. PARKS, VICE CHAIRMAN

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

_____
ANTHONY SABATINI, DISTRICT 1

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

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: 05/01/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Presentation
THRU: **ITEM ID:** 42902
BY: Misty Spahn, Executive Office Manager
SUBJECT: Arching Oaks Art and Culture Center of Florida Budokan Proclamation

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RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval and presentation of a proclamation recognizing the Arching Oaks Art and Culture Center of Florida Budokan, per Commissioner Campione.

BACKGROUND SUMMARY: A request received by Sabastian Velilla to recognize the impact Arching Oaks Art and Culture Center and Florida Budokan has had through public programming, educational outreach, cultural preservation, and community engagement.

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.

This proclamation qualifies under Policy LCC-96 for the organization of community events and for making outstanding contributions to the County.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	LCC-96 Provisions for Proclamations and Letters of Recognition
2.	Arching Oaks Art and Culture Center 2026 REVISED (AutoRecovered)

STAFF APPROVALS AND DATES:
Misty Spahn Created/Initiated - 05/01/2026

Melanie Marsh	Approved - 05/01/2026
Jennifer Barker	Approved - 05/05/2026
Marisol Saldana	Final Approval - 05/05/2026

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 - 29

WHEREAS, since its incorporation as a nonprofit organization in 2019, Arching Oaks Art and Culture Center and Florida Budokan has provided meaningful public programming, educational outreach, cultural preservation, and community engagement opportunities that enrich the lives of residents and visitors throughout Lake County; and

WHEREAS, the organization is dedicated to fostering appreciation for traditional Japanese arts, culture, and values in a manner that promotes mutual understanding, strengthens community connections, and enhances the cultural vitality of the region; and

WHEREAS, Arching Oaks Art and Culture Center and Florida Budokan proudly serve as the largest zoned Japanese cultural center in the State of Florida and one of the largest in the United States, acting as a significant local and regional resource for cultural education, traditional arts instruction, and public programming; and

WHEREAS, the organization has extended its impact beyond its campus by providing educational and cultural programming in Lake County libraries, colleges, and public and private schools, thereby expanding access to cultural learning opportunities for students, families, and the broader public; and

WHEREAS, the organization's leadership was instrumental in the success of the inaugural Japan Festival in Eustis, a landmark event that welcomed thousands of residents and visitors to experience Japanese culture through martial arts, music, performances, education, and cuisine; and

WHEREAS, the organization continues to support and strengthen partnerships among community organizations, artists, educators, volunteers, and public leaders, further establishing Lake County as a community that values cultural enrichment, education, and engagement.

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

Section 1. Lake County does hereby recognize and commend Arching Oaks Art and Culture Center and Florida Budokan for their outstanding contributions to cultural enrichment, education, and community engagement.

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 19th day of May 2026.

BOARD OF COUNTY COMMISSIONERS,
LAKE COUNTY, FL

_____
LESLIE CAMPIONE, CHAIRMAN

_____
SEAN M. PARKS, VICE CHAIR

_____
ANTHONY SABATINI, DISTRICT 1

ATTEST:

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

_____
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: 05/05/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42933
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Clerk's Consent Agenda

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Clerk's Consent Agenda (Items 1-4):
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 Founders Ridge Community Development District proposed budget for Fiscal Year 2027 in accordance with Section 190.008 (2)(b), Florida Statutes, for purposes of disclosure and information only.
3. Notice is hereby provided of having received the City of Eustis CRA Financial Statements and Independent Auditor’s Report for FY 2025.
4. Notice is hereby of having received the following items from the Town of Lady Lake: Ordinance 2026-02; Ordinance 2026-03; Ordinance 2026-04; and Ordinance 2026-05.

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 05/05/2026
Marisol Saldana	Final Approval - 05/05/2026

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: 03/28/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42841
BY: Anita Ellis, Office Manager
SUBJECT: Tobacco - Free Parks Month in Lake County

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of a proclamation designating June 2026 as Tobacco - Free Parks Month in Lake County.

BACKGROUND SUMMARY: Cities and counties throughout Florida support June as Tobacco - Free Parks Month by adopting proclamations. Lake County has participated for the past fourteen years. Lake County operates many parks, outdoor events, and recreational facilities and encourages the use of each facility in a safe and healthy manner, asking park patrons to refrain from smoking and using tobacco products near parks, playgrounds or recreational facilities.

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.

June as Tobacco - Free Month qualifies as a nationally recognized month under Policy LCC-96.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:
Attachments:

1.	Tobacco Free Parks Month Proclamation 2026
2.	LCC-96 Provisions for Proclamations and Letters of Recognition

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STAFF APPROVALS AND DATES:

Anita Ellis	Created/Initiated - 03/28/2026
Grace Burgos	Approved - 04/03/2026
Lindsaia Johansmeyer	Approved - 04/03/2026
Angela Harrold	Approved - 04/06/2026
Roberto Bonilla	Approved - 04/07/2026
Kerri Andrews	Approved - 04/07/2026
Alexis Clark	Approved - 04/15/2026
Ron Falanga	Approved - 04/15/2026
Kandace Pourbaix	Approved - 04/15/2026
Miranda Lanoue	Approved - 04/15/2026
Jaime Stewart	Approved - 04/15/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/21/2026
Marisol Saldana	Final Approval - 04/22/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

PROCLAMATION
2026 -33
TOBACCO-FREE PARKS MONTH

WHEREAS the Lake County Board of County Commissioners ("Board") recognizes its role in protecting the health, safety and welfare of the public and works to educate its residents on the risks of tobacco use; and

WHEREAS tobacco use is the leading preventable cause of disease and death in the United States; and

WHEREAS children are vulnerable to environmental tobacco smoke and cannot protect themselves from a threat imposed by adults; and

WHEREAS, reducing exposure to tobacco and tobacco products can lead to a healthier life for the residents and visitors of the County; and

WHEREAS the simple separation of tobacco users and nonusers within the same space may reduce the exposure of secondhand smoke and other byproducts of tobacco use; and

WHEREAS, the County has community partners in the American Lung Association, All In, ACHIEVE Healthier Communities Leadership Team, and others who encourage tobacco-free parks in order to reduce the use of and exposure to tobacco in the community; and

WHEREAS the County operates many parks, outdoor events, and recreational facilities; and

WHEREAS littered tobacco products are blights on the natural beauty of the parks and playgrounds, and require additional resources for clean-up; and

WHEREAS the County encourages use of each facility in a safe and healthy manner, asking park patrons to refrain from smoking or using tobacco products near parks, playgrounds or recreational facilities.

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

Section 1. The Board of County Commissioners hereby designates June to be "**Tobacco-Free Parks Month**".

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

Section 3. This Proclamation shall take effect upon adoption.

DONE AND PROCLAIMED by the Board of County Commissioners of Lake County, Florida in regular session on this 19th day of May 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____
SEAN M. PARKS, VICE CHAIRMAN

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

_____
ANTHONY SABATINI, DISTRICT 1

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

_____
MELANIE MARSH, COUNTY ATTORNEY

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

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

DATE: 04/01/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42883
BY: Karen Livernois, Financial Analyst
SUBJECT: Veterans Treatment Intervention Program Agreement Fiscal Year 2026 - Fiscal Year 2027

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Veterans Treatment Intervention Program Agreement that provides financial support to Lake County for aid in felony and/or misdemeanor pretrial or post-adjudicatory veteran treatment intervention programs. This is a cost reimbursement agreement based on actual expenses incurred by the County. The County will be reimbursed on a monthly basis by the State of Florida for the actual service-related expenditures.

The estimated total fiscal impact is not to exceed $109,654 (revenue) and will be included in the Fiscal Year 2027 Budget request.

BACKGROUND SUMMARY: The Florida Legislature has appropriated non-recurring general revenue funds to Lake County for felony and/or misdemeanor pretrial or post adjudicatory Veterans Treatment Intervention programs. The programs provide benefits for current and former military service members who have been arrested for a criminal offense pursuant to Sections 397.334, 948.08(7)(a) and 948.16, Florida Statutes, and in which a nexus exists between the offense or diagnosis and the participant's military service. The objective of the program is to reduce offender recidivism by 80 percent. The focus of the program is on the individualized needs of each veteran with regard to substance abuse and mental health issues, as well as the holistic well-being of the individual. Services funded by the program include: essential substance abuse and/or mental health treatment; one-on-one veteran peer mentoring support; assistance in gaining access to veteran health care benefits from the Department of Veterans Affairs and community supervision.

This agreement provides for the disbursement of appropriated funds and outlines how the funds may be spent. The agreement also specifies all requisite deliverables, performance measures, financial consequences, reporting requirements, disbursement reconciliation requirements, invoice terms, and other conditions necessary for payment.

Fiscal Impact: $109,654.00 (revenue)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
General Fund	0010	6061300	348200		$109,654.00

Advertised Date: Paper:

Attachments:

1.	26-27-01 LAKE VET CT mgr 04222026 - clb - SIGNED by RW - Chief

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STAFF APPROVALS AND DATES:

Karen Livernois	Created/Initiated - 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 - 04/03/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/10/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

FIFTH JUDICIAL CIRCUIT OFFICE OF COURT ADMINISTRATION
LAKE COUNTY, FLORIDA

THIS AGREEMENT is between THE FIFTH-JUDICIAL CIRCUIT OFFICE OF COURT ADMINISTRATION, hereinafter referred to as "Court," and Lake County, more specifically, the LAKE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, hereinafter referred to as the "Recipient".

I. THE RECIPIENT AGREES:

A. Agreement Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this agreement.
2. That this agreement consists of all attached documents, and that the order of precedence is established in Section III(H):

B. Governing Law

That this agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Lake County, Florida.

C. Invoicing and Travel

1. If allowed under this agreement, to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this agreement, to submit bills for any travel expenses in accordance with §112.061, F.S. or at such lower rates as may be provided in this agreement.
3. That invoices shall be submitted to the following address:

   Lake County Courthouse
   Office of Court Administration
   Attention: Debbie Clark, Contract Manager
   550 West Main Street
   Tavares, FL 32778

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by Court under this agreement in accordance with Rule 2.440, Florida Rules of Judicial Administration.
2. To retain, at no additional cost to Court, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after completion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the agreement the records may be destroyed with the prior written approval of the Court's Contract Manager.
3. Upon demand and at no additional cost to Court, the Recipient will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Rule 2.420, Florida Rules of Judicial Administration, made or received by the Recipient in conjunction with this agreement except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of this agreement for which Court may unilaterally terminate the agreement.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by Court.
3. To permit persons duly authorized by Court to inspect and copy any records, papers, documents, facilities, goods and services of the Recipient which are relevant to this agreement; and to interview any clients, employees and sub-recipient employees of the Recipient to assure Court of the satisfactory performance of the terms and conditions of this Agreement.

Following such review, Court will deliver to the Recipient a written report of its findings and where appropriate, a request for the Recipient to submit a corrective action plan (see subsection III.C.).

To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (§20.055, Florida Statutes), and/or the Auditor General of Florida.

5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to Court as specified in Attachment E, Part 1 and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

Pursuant to §768.28(19), Florida Statutes, neither the Recipient nor the Court waive sovereign immunity nor do the parties agree to indemnify each other for the other party's negligence.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). The Recipient accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Recipient and the Participants to be served under this contract. Within five (5) business days of the execution of this contract, the Recipient shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

H. Safeguarding Confidential Information

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information obtained from individuals, businesses, state and federal resource information systems, information systems of other agencies, and from any other person regarding a client and client's family members regardless of where the information is maintained. Recipient acknowledges that the following managerial, operational and technical security controls are in place before and during Recipient staff access confidential information.

1. Recipient shall restrict access to state and federal confidential information obtained under this Agreement to staff authorized to perform their official duties under this Agreement. Access and use of information is authorized only for the purposes described in this Agreement. IF THERE IS ANY DOUBT WHETHER DISCLOSURE IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the Court's Chief Deputy Court Administrator (Contract Manager).
2. All Recipient staff must review and acknowledge their understanding of Court's policies and procedures related to safeguarding and disclosure of confidential information. Review and acknowledgement includes the requirements for protecting state and federal confidential information, information resources, and the civil penalties and criminal sanctions for misuse and unauthorized disclosure.
3. All Agreement terms relating to confidential information and data security apply to the Recipient, the Recipient's employees, agents, and any other person who performs work under this Agreement, any contract or subcontract.

I. Assignments and Subcontracts

1. To neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement without prior written approval of the Court's Contract Manager which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the Recipient. Any agreements or contracts shall be evidenced by a written document.
3. That Court shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event the Court approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with the Agreement. This Agreement shall remain binding upon the successors in interest of either the Recipient or the Court.

J. Return of Funds

To return to Court any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the Recipient by the Court. In the event that the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall repay said overpayment within five (5) business days of discovery. In the event that the Court first discovers an overpayment has been made, the Contract Manager, on behalf of the Court, will notify the Recipient by letter of such findings. Should repayment not be made

within thirty (30) calendar days of the notification by the Court, the Recipient will be charged at the lawful rate of interest on the outstanding balance after the Court's notification or Recipient discovery.

K. Non-discrimination Requirements

That the Recipient will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. The Recipient shall not discriminate against any employee in the performance of this Agreement, against any applicant for employment, any program participant or participant's non-offending family members because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Recipient further assures that all sub-recipients, or others with whom it arranges to provide services or benefits to participants, participant's nonoffending family members or employees in connection with any of its programs and activities are not discriminating against those participants, participant's non-offending family members or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information.

L. Employment of Illegal Aliens / E-Verify Requirement

That unauthorized aliens shall not be employed by the Recipient. The Court shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this Agreement by the Court.

a. The Contractor shall utilize the United States Department of Homeland Security's (DHS) E-Verify system (https://www.e-verify.gov/) to verify the employment eligibility of all new employees hired during the term of the Contract/Agreement for which the Contractor is providing services to the Circuit/Court.

b. The Contractor shall also include a requirement in all subcontracts that the subcontractor shall utilize the EVerify system to verify the employment eligibility of all new employees hired by the subcontractor after January 1, 2021, and during the term of the Contract/Agreement for which the Contractor is providing services to the Court.

c. Prior to allowing any subcontractor to provide any services contemplated under this Contract/Agreement, the Contractor shall provide to the Court's Contract Manager with a copy of the subcontractor's DHS E-Verify registration, along with an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

d. After the execution of the initial Contract/Agreement, the Contractor/Recipient shall provide the Circuit with both the DHS E-Verify registration and corresponding affidavit for all subcontractors performing services under this Contract/Agreement, on an annual basis thereafter.

e. If the Contractor is unable to register to utilize the United States Department of Homeland Security's (DHS) E-Verify system because they are a sole proprietor with no employees, then the Contractor must complete a registration waiver affidavit certifying the reason for non-registration which much be submitted for approval along with the required signed contractual documents.

f. After the execution of the initial Contract/Agreement, the Contractor shall provide the Court with both the DHS E-Verify registration or registration waiver affidavit and corresponding affidavits for all subcontractors performing services under this Contract/Agreement, on an annual basis thereafter.

g. Violation of the provisions in this paragraph by the Contractor/Recipient shall constitute grounds for immediate termination of the contract by the Circuit/Court pursuant to section 448.095(2)(c), Florida Statutes.

h. Pursuant to section 448.095(2)(f), Florida Statutes, the Contractor is liable for any additional costs incurred by the Court as a result of the termination of this Contract/Agreement for a violation of the provisions contained in this paragraph.

M. Independent Capacity of the Recipient

1. To act in the capacity of an independent contractor and not as an officer, employee of the Court. Neither the Recipient nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Court in any manner.

2. That this Agreement does not entitle the Recipient, its employees, sub-recipients or subcontractors to any right or benefit of state employment, including, but not limited to state retirement, leave benefits or any other benefits of state employment as a result of performing the duties or obligations of this Agreement.
3. To take such actions as may be necessary to ensure that each subcontractor of the Recipient will be deemed an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Court.

   That the Court will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Recipient, or its subcontractor or assignee, unless specifically agreed to by the Court in this Agreement.

5. That all deductions for social security, withholding taxes, income taxes, garnishment or other reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Recipient, the Recipient's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Recipient.

N. Sponsorship

THIS SECTION INTENTIONALLY OMITTED

O. Publicity

THIS SECTION INTENTIONALLY OMITTED

P. Final Invoice Process

To submit the final invoice for each State Fiscal Year (July 1 of each year to June 30 of the following year) for payment to the Court by the last business day in July after the end of the State Fiscal Year or within fourteen (14) calendar days after the Agreement expires or is terminated. If the Recipient fails to do so, all rights to payment are forfeited and the Court will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports, deliverables and tasks due from the Recipient pursuant to this Agreement and necessary adjustments thereto have been approved by the Court.

Q. Lobbying

To comply with the all applicable lobbying regulations, including §§11.062 and 216.347, F.S., which limit the expenditure of grant funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

R. Patents, Copyrights, Royalties and Rights to Products

THIS SECTION INTENTIONALLY OMITTED

S. Criminal History Records Checks

1 That the Court requires criminal history records checks on any Recipient staff, employees or subcontractor staff that has access to confidential information resources or facilities operated in whole or in part, with funding from this Agreement unless formally waived in writing by the Court.

2 A criminal history records check must be completed within 30 calendar days after the start of employment. The Human Resource Manager for the Court Administration shall be responsible for administering the background check at no cost.

3 Criminal history records checks must be conducted through the state crime bureau in each state where the employee indicates residence, employment or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records checks for employees that reveal evidence of a crime and that the Recipient intends to retain must be provided to the Court's Contract Manager for review. If the crimes are unacceptable, as determined by the Court, the Recipient agrees to remove the employee from the worksite and terminate the employee's access to confidential information resources, participant's and the participant's family members.

4 During the term of the Agreement, the Court will receive instant notification of any arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for Recipient's employee assigned to this Agreement. The Court shall notify Recipient within two (2) business day of the Court's knowledge. The notice shall include the Recipient's name, the staff member's name, and the location and nature of the alleged violation. The Court reserves the right to immediately suspend or terminate the staff members work on this under Agreement. The Recipient shall notify the Court within ten (10) calendar days of case disposition.

T. CONFIDENTIALITY BREACH REPORTING AND NOTIFICATION RESPONSIBILITY

That the Recipient is subject to the provisions of §501.171 Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to $500,000 for failure to report timely.

II. THE COURT AGREES:

A. Contract Amount

To pay for commodities and services according to the terms and conditions of this Agreement in an amount not to exceed the total appropriation for the current fiscal year shown in Attachment B to this Agreement, subject to the availability of funds. Any costs or services paid for under any other contract or Agreement or from any other source are not eligible for payment under this Agreement.

B. Contract Payment

This is a COST REIMBURSEMENT Agreement. The Recipient will be reimbursed on a monthly basis for actual expenses necessary to deliver the services specified in Attachment A. Services and tasks must be performed according to the requirements and standards provided to qualify for full reimbursement of the eligible monthly expenses. Failure to perform according to the requirements or failure to meet the minimum standards or performance levels will result in a reduction of the reimbursement.

That pursuant to §215.422, F.S., the Court has fifteen (15) business days to inspect the documentation regarding the delivery of the goods and services provided by the Recipient, unless a different period has been agreed to by the parties. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Court or the date on which the documents regarding the delivery of the goods or services are approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount.

C. Payment Inquiries

Issues regarding the inspection, acceptance and payment for goods and services provided under this Agreement will be handled by the Contract Manager (352) 401-7828.

III. THE RECIPIENT AND THE COURT MUTUALLY AGREE:

A. Effective and Ending Dates

That this restated Agreement shall begin on July 1, 2026, or on the date on which the Agreement has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on June 30, 2027. The State of Florida's performance and obligation to pay under this Agreement is contingent upon the funds appropriated annually by the Legislature and allocation by the Chief Justice.

B. Non- Renewal

The Florida Legislature appropriated non-recurring, general revenue funds to Lake County for felony and/or misdemeanor pretrial or post-adjudicatory veterans' treatment intervention programs. As such, this contract has no provision for renewal.

C. Corrective Action Plan

1. That should the Court identify any deficiency based on Agreement requirements, which the Court, in its sole discretion, deems to be of significant magnitude, the Court may notify the Recipient of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the Recipient shall submit a formal written CAP within ten (10) business days of the date of the letter from the Court requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.
3. That the Court shall notify the Recipient in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Court shall provide a written statement identifying in reasonable detail, why the Court believes the CAP will not result in correction of the cited deficiencies. The Recipient shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the Recipient shall have, at the discretion of the Court, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Court does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Court's Contract Manager.
6. That the Recipient's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the Agreement, pursuant to the termination provisions set forth in this contract. The Court reserves the right to exercise other remedies as permitted by law.

D. Termination

1. That this Agreement may be terminated by either party without cause upon no less than a thirty (30) calendar day notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Agreement become unavailable, the Court may terminate this contract upon no less than a twenty-four (24) hour notice in writing to the Recipient. The Court shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement, the Recipient will be compensated for any work satisfactorily completed.
3. That this Agreement may be terminated immediately for the Recipient's non-performance or deficient performance. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Court's right to remedies at law or in equity.

   That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Recipient responsible for administration of the program as appropriate.

E. Renegotiations or Modifications

1. Modifications to Attachment A may be made to incorporate changes made to the program by the judge overseeing the Veterans Drug Court Program. These changes will be valid when they have been reduced to writing in a Contract Transmittal Letter by the Contract Manager and sent to the Recipient.
2. That, with the exception of modifying the Budget in Attachment B, modifications of all other provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in Court's operating budget, without said price level increases being approved in writing by the parties.
3. That the parties agree to renegotiate this Agreement if state revisions of any applicable laws, or regulations make changes in this contract necessary.

F. Notice

That any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Court to the representative of the Recipient responsible for administration of the program, at the designated address indicated in III.G.3 and by the Recipient, to Court's Contract Manager indicated in III.G.4.

G. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Recipient name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is:

   Lake County, Florida Board of County Commissioners
   PO Box 7800
   Tavares, FL 32778

2. The name of the Recipient's contact person and street address where financial and administrative records are maintained is:

   Roy L. Wolgamuth, Esq. Contract Manager
   550 W. Main St.
   Tavares, FL 32778

3. The name, address, and telephone number of the representative of the Recipient responsible for administration of the program under this Agreement is:

   Jeffery K. Fuller, Trial Court Administrator 550
   W. Main St.
   Tavares, FL 32778

4. The name, address, and telephone number of the Program Manager for the Court for this Agreement is:

   Debbie Clark, Contract Manager
   110 NW 1st Avenue
   Ocala, FL 34475

5. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party.

H. All Terms and Conditions Included

This Agreement and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒):

Applicable attachments: ☒ indicates the attachment applies to this contract.		
	Attachment #	**Attachment Title**
☒	Attachment A	Scope of Work/Additional Provisions
☒	Attachment B	State Fiscal Year Budget Document
☒	Attachment C	Certification Regarding Lobbying
☐	Attachment D	Criminal History Checks
☒	Attachment E	Applicable Statutes, Laws & Rules
☒	Attachment F	Compliance and Monitoring Provisions

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.I. above.

IN WITNESS THEREOF, the parties hereto have caused this **18** page contract to be executed by their undersigned officials as duly authorized.

BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA

SIGNED BY:

NAME: Leslie Campione
TITLE: Chairperson of the Board of Lake County Commissioners

DATE:

THE FIFTH JUDICIAL CIRCUIT OFFICE OF COURT ADMINISTRATION

SIGNED BY: 4.22.26

NAME: Daniel B. Merritt, Jr.
TITLE: Chief Judge, Fifth Judicial Circuit

DATE:

MFMP Vendor # F596000695004 FEIN 59-6000695

ATTEST:

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

Roy L. Wolgamuth, Esquire
General Counsel, Fifth Judicial Circuit

Approved as to form and legality

Melanie Marsh County Attorney

Reviewed as to legal form and sufficiency

April 21, 2026

Attachment A - Scope of Work

PART 1 – GENERAL INFORMATION

Section A – Background and Purpose

The Florida Legislature has appropriated non- recurring, general revenue funds to Lake County for felony and/or misdemeanor pretrial or post-adjudicatory veterans' treatment intervention programs. The program provides essential substance abuse and/or mental health treatment services, one-on-one veteran peer mentor support, assistance in gaining access to veteran healthcare and benefits from the U.S. Department of Veteran Affairs ("VA") and community supervision to current and former military service members who have been arrested for a criminal offense as permitted in sections 397.334, 948.08(7)(a) and 948.16, Florida Statutes; and in which a nexus between the offense or diagnosis and the Participant's military service exists.

This agreement provides the method for disbursement of the appropriated funds, how the funds may be spent, sets forth requisite deliverables, performance measures, financial consequences, reporting requirements, disbursement to expenditure reconciliation, invoice terms and other conditions necessary for payment. The total appropriation amount is identified in the Fiscal Year Budget, Attachment B to this Agreement.

Section B – Objective

The objective is to reduce offender recidivism by 80% by linking qualified recipients to deserved assistance by providing a strong support system in a therapeutic atmosphere. The program is comprised of two elements: treatment and supervision. It is through the four phases of the program that an offender is assessed for mental health and substance abuse issues, required to uphold appointments, communicate with an assigned mentor if available, perform community service, and fulfill reporting and testing requirements.

The goal for achieving the program objectives that are part of this agreement is to focus on the individualized needs of veterans in regards to substance abuse, mental health, and holistic well-being.

PART 2 – WORK REQUIREMENTS

Section A – Deliverables, Services and Tasks

The "Deliverables" for this Agreement are the services of one full-time (1) staff position to perform the tasks specified below.

POSITION 1 – Veterans' Court Manager (VCM)

The Recipient will provide one (1) full-time equivalent (FTE) staff to serve as a Veterans' Court Manager (VCM), who will work for the Court in the Fifth Judicial Circuit's Office of Court Administration to coordinate and manage the Lake County Veterans Treatment Court as well as supervise any other staff hired to assist with Problem Solving courts.

The VCM will not be assigned duties unrelated to the program without the pre-approval of the Court and a reduction of the amount invoiced. In the event of a vacancy, the services of temporary staffing, including Other Personnel Services (OPS) staff or contracted staff, may be engaged and reimbursed from the funds allocated for the vacant position. The individual in this position will be subject to all policies and procedures of the county.

The tasks required of this position are:

TASK SERVICE ID #	TASK SERVICE TITLE	DESCRIPTION/PERFORMANCE STANDARDS/FINICAL CONSEQUENCES
1*	Operating Procedures	1.1. DESCRIPTION: Work with Program Stakeholders and supervise staff to establish and review operational procedures and processes for revision to maximize the efficiency and growth of the program. The procedures must address, at a minimum, the topics of: 1.1.1. Staffing and scheduling 1.1.2. Participant intake process 1.1.3. Model orders and forms 1.1.4. Case file documentation 1.1.5. Database use and inputting as required 1.1.6. Referral process 1.1.7. Case progress reviews and reporting 1.1.8. Court communication 1.1.9. Liaison services 1.1.10. Consultation services 1.1.11. Evaluate and Supervise all Problem-Solving Court Staff
		1.2. PERFORMANCE STANDARDS: Review and revise the program operating procedures as well as program staff performance and present them to the Court for review by January 31st of each calendar year. Incremental updates to incorporate any operational changes made by the court in between annual review and revisions activities will be performed quarterly, as needed.
		1.3. FINANCIAL CONSEQUENCES If the revised draft operating procedures is not submitted to the Court by January 31st, $50 will be assessed against the invoice reimbursement, unless an extension is granted by the Contract Manager.
2*	Monthly Schedule	2.1 DESCRIPTION: Draft and update the monthly schedule to include when applicable and not limited to: 2.1.1. Court dockets: dates, times, locations, cases included staff assigned to attend 2.1.2. Orientation sessions: dates, times, locations participants required to attend and staff assigned to conduct the session 2.1.3. Cases scheduled for progress review and reporting 2.1.4. Orders and forms due 2.1.5. Court requests for information due 2.1.6. Consultation sessions 2.1.7. Supervisory sessions with any court employees assisting program.
		2.2 PERFORMANCE STANDARDS: 2.2.1. The completed monthly schedule is due for review by the last business day of the month. 2.2.2. The Schedule must be finalized the last business day of the month for the upcoming month's activities, subject to revisions as events are modified.
		2.3 FINANCIAL CONSEQUENCES For each day the draft schedule is not submitted after the date due for review by the Court, $25 will be assessed against the invoice reimbursement, unless an extension is granted by the Contract Manager.
3*	Maintain Databases	3.1 DESCRIPTION: Maintain and update participant data utilizing the Florida Drug Court Case Management System (FLDCCMS) as well as train and supervise other staff in the utilization of this program

		3.2 PERFORMANCE STANDARDS: Ensure each program participant's progress is recorded in the participant database by the end of each month 100% of the time.
		3.3 FINANCIAL CONSEQUENCES Each month where a database does not reflect a participant's progress updated in the database records by the end of each month 100% of the time, $25 per participant not updated will be assessed against the invoice reimbursement, up to a maximum of $500, unless an extension has been granted by the Contract Manager.
4*	Dockets & Formal Meeting Attendance	4.1 DESCRIPTION: Attend Veterans Treatment Court dockets
		4.2 PERFORMANCE STANDARDS: VCM or designee must attend 100% of all Veterans Treatment Court dockets.
		4.3 FINANCIAL CONSEQUENCES For each Veterans Treatment Court docket missed, an amount of $25 will be assessed for each missed docket up to a total of three (3), after which the amount will increase to $50, from the invoice reimbursement, unless an absence is approved by the Contract Manager in advance.
5*	Bi-Weekly Staffings	5.1. DESCRIPTION: VCM, or designee, attend Scheduled staffings, subject to change based on the presiding judge's schedule, to: 5.1.1. Discuss the upcoming docket 5.1.2. Confirm new assignments, appointments, meetings and events. 5.1.3. Review pre-trial assessment packets. 5.1.4. Review outstanding cases and assignments, especially any cases with no new activity or progress for the week.
		5.2. PERFORMANCE STANDARDS: A minimum of two (2) staffing will be held each month, subject to change based upon the presiding judge's schedule.
		5.3. FINANCIAL CONSEQUENCES: For each month less than two (2) weekly staff meetings are held, $50 per missed meeting will be assessed against the invoice reimbursement, unless excused by Contract Manager in advance.
6.	Orientation Program	6.1. DESCRIPTION: Facilitate an orientation program for each incoming participant and assure that employees are able to provide this service as well. Orientation will include, but is not limited to: 6.1.1. Purpose, rules, goals and objectives of the Veterans Court Program 6.1.2. Qualifications for admission and continued participation in the Program 6.1.3. Expectations of the participant 6.1.4. Sanctions for non-cooperation, lack of progress, and failure to meet target goals.
		6.2. PERFORMANCE STANDARDS: Orientation sessions will be conducted within 7 calendar days of a participant's admission to the Program.
		6.3. FINANCIAL CONSEQUENCES: If the percentage of orientation sessions not conducted within 7 calendar days of admission to the Program exceeds 5% of the total number of orientation sessions for the month, a $25 per late session fee will be assessed against the invoice reimbursement.
7.	Judicial Consultation Services	7.1. DESCRIPTION: Provide consultation with the Court and Court staff on issues relating to Veterans who are not part of the Veterans Treatment Court Program

		7.2. PERFORMANCE STANDARDS: 7.2.1. Attend all scheduled appointments for consultation. 7.2.2. Schedule and attend meeting with staff to provide supervision, performance evaluations, guidance and training on managing participants, data input and documentation required 7.2.3. Complete and respond to any requests for consultation by the due date given by the Court or, in the absence of a due date, within fourteen (14) calendar days of the receipt of the consultation request.
		7.3. FINANCIAL CONSEQUENCES: 7.3.1. Failure to attend a scheduled consultation appointment will result in an assessment of $50 against the next invoice reimbursement, unless waived by the Contract Manager. 7.3.2. Failure to meet a request response due date will result in a $25 per day late assessment against the invoice reimbursement, unless an extension has been granted by the Contract Manager.
8.	Liaison Services	8.1. DESCRIPTION: The VCM will serve as the liaison between the Court and all third parties on all Veteran's Court matters, coordinating all activities through the Contract Manager.
		8.2. PERFORMANCE STANDARDS: N/A
		8.3. FINANCIAL CONSEQUENCES: N/A

SECTION B – SUPPORTING DOCUMENTATION AND REPORTS			
ID #	TITLE	DESCRIPTION	DUE
MFR	Monthly Financial Report	Detailed electronic version of the budget and financial report of the revenues and expenditures associated with providing the programs and services detailed in this Agreement by the Recipient. This report must account for all funds disbursed, including funds advances and monthly invoice disbursements for the prior month and cumulative for the fiscal year. Detailed electronic version of the budget and financial report of the revenues and expenditures associated with providing the programs and services detailed in this Agreement by the Recipient. This report must account for all funds disbursed, including funds advances and monthly invoice disbursements for the prior month and cumulative for the fiscal year.	By the 10th of each month for the services delivered the prior month

MPSR	Monthly Program Services Report	A summary of the program activities provided to include: 1. Monthly program schedule for the upcoming month *(VTC Schedule for Staffings and Court Dates)*. 2. Monthly veterans court docket attendance sheet detailing all dates veterans court dockets were held within the month and whether the CPS attended *(Sign-in Sheets)*. 3. Monthly incoming participant report in spreadsheet format containing a list of all participants who enrolled in the program within the past month *(New Participant Enrollments)*. 4. Monthly participant database containing each program participant's progress in the program *(Participant Status Report)* 5. Monthly model order and form database containing each program participant's appropriate orders and forms, as it pertains to their case/s, and the date each order and form was completed *(New Participant Orders/Forms Log)*. 6. Monthly Judiciary Consultation log containing requests for consultation by the judiciary, the date of each request, and the date consultation services were administered by the CPS, when applicable *(Judicial Consultation Log)*. 7. Monthly staff meetings report containing each meeting date within the month, whether the CPS attended, and the client status report(s) and the new assignments report(s) given to the staffing team during the month *(Veterans Treatment Court Staffing)*. 8. Monthly pretrial diversion violations and accomplishments document which details each pretrial diversion violation and accomplishment, as well as the date the Court was notified *(Incentive Report and Sanction Report)*. 9. Monthly log of defendants identified and assessed containing each defendant identified and/or assessed for the veterans program. *(Veterans Treatment Court Summary Report)* 10. Monthly salary report detailing the hours worked by the CPS on activities directly related to this Agreement, the amount paid to each employee broken down by salary and individual benefits, and the total amount paid to each employee during this Agreement.	By the 10th of each month for the services delivered the prior month

Section C – Program Administration, Oversight and Monitoring

1. Recipient Reimbursement and Invoicing
   - 1.1. This is a monthly cost reimbursement agreement. Only actual allowable expenditures for providing the services required under this agreement during each month will be reimbursed. All tasks in Part 2, Section A must be performed according to the minimum standards specified to be accepted by the Court.
   - 1.2. Funds may only be used as follows:
     - 1.2.1. Hourly rates for salaries and benefits for the positions identified in Attachment A, Part 2, Section A, 1-2 of this Agreement, when performing work required under this contract:
       - 1.2.1.1. Veterans Court Manager
     - 1.2.2. Operational expenses including, but not limited to: office supplies, equipment and furnishings, computer equipment and supplies, training and educational costs associated with the VTC (including registration fees), telephone charges, temporary staffing, medical assessments, and laboratory testing, incurred subsequent to this Agreement.
     - 1.2.3. Other items not listed, but directly connected to providing the services required under this agreement, are reimbursable with the justification and prior approval of the Contract Manager.
     - 1.2.4. Any item $1,000 or greater must have pre-approval of the Contract Manager.
     - 1.2.5. Travel expenses will be reimbursed at rates that do not exceed the maximum rates allowed for State employees found in section 112.061, Florida Statutes. Travel outside of Lake County must be approved in advance by the Contract Manager.
   - 1.3. Expenditures for services provided under this contract will be based on the presentation of evidence validating an allowable, reasonable and customary expense for providing the documents and services as listed in Attachment A, Part 2 Sections A and B. No other compensation will be made.
   - 1.4. Expending funds on an unallowable, unreasonable, or non-customary expense will require the Recipient to pay for the disallowed expense out of its own funds.
   - 1.5. Expenses reimbursed from any other source are not eligible under this Agreement

1.6. Invoices with all supporting documentation sufficient to perform a pre-audit and post audit must be submitted by the 10th of each month for the expenditures incurred during the prior month. Invoices must include:

1.6.1. The reports identified in Section B of this attachment.

1.6.2. A certification statement that the "Expenses being submitted for reimbursement are true and accurate expenditures incurred while providing the services required under our Agreement. All services were provided in accordance with the terms and conditions of the Agreement and have not been and will not be reimbursed by any other source".

2. Corrective Action

2.1. The Court may require the Recipient submit a corrective action plan (CAP) to cure any deficiency, non-compliance, non-performance, or unacceptable performance identified by the Court under this agreement. The Court's Contract Manager will send a notice detailing the deficiencies and the methods and standards used to identify the deficiency(ies). The Recipient will have ten (10) calendar days from receipt of the notice to submit a plan proposing the steps the Recipient will take to cure the deficiencies. The Court will have five (5) calendar days to either accept the plan or require changes.

2.2. In the event the Court requires a CAP, as specified in Section III.B., the Court will withhold an amount up to 25% of the Recipient monthly reimbursement, depending on the severity of the deficiency and the length of time the Recipient proposes to cure the deficiency(ies). If the Recipient fails to correct the deficiency(ies) within the time allowed, the Recipient will forfeit the withheld amounts as liquidated damages. If the deficiency(ies) are cured by the due date, the withheld amounts will be returned to the Recipient.

PART 3 – ADDITIONAL INFORMATION

Section A – Confidentiality

1. The Recipient shall ensure that Recipient, officers, employees, staff, volunteers, contractors, subcontractors and anyone coming in contact with information during the performance of this Agreement shall not disclose confidential information, except as specifically authorized by law.

Section B – State Funding

The funds for this Agreement are from an award of State Funds by the Florida Legislature.

Attachment B

1. **BUDGET ESTIMATES FY 2026-2027**

LINE #	SALARIES AND BENEFITS	SALARY	TAXES AND BENEFITS	ANNUAL EXPENSE
1	Veterans' Court Manager (VCM)	$72,853.00	$33,801.00	$106,654.00
2	TOTAL			**$106,654.00**

LINE #	DIRECT EXPENSES	ANNUAL EXPENSE
3	Operational Expenses (*Excess funds realized from unspent salaries and benefits due to position adjustments, savings on benefit costs or vacant positions, may be transferred to this line item and spent on direct operational expenses such as to provide training and education for multidisciplinary problem-solving court team members to gain up-to-date knowledge on best practices, and mileage reimbursement for treatment counselors and case managers.)	$3,000
4	**TOTAL ALLOCATED**	**$109,654.00**

5	**NOT TO EXCEED AGREEMENT TOTAL - July 1 2026 to June 30, 2027**	**$109,654.00**

*Transfer of funds between line items requires the prior approval of the Contract Manager, which shall be in the form of a revised Attachment B. Attachment B may be revised by the issuance of a Contract Transmittal Letter, without the need for a formal amendment.

Attachment C - Certification Regarding Lobbying For Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence the Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with the awarding of any state or federal contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with this state contract, grant, loan, or cooperative agreement, the undersigned shall disclose such relationship to the Court's Contract Manager.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. 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.

*By:*_____

*Date:*_____

Attachment E

EXHIBIT 1

STATE FUNDING AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Chapter 2017-71, Laws of Florida

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Public Law 104-191 – Health Insurance Portability and Accountability Act (HIPPA)

§215.422, Florida Statutes – Payments, Warrants and Invoices, Processing Time Limits, Dispute Resolution, Agency and Judicial Branch Compliance

§215.425, Florida Statutes – Extra Compensation Claims Prohibited, Bonuses and Severance Pay

§215.985, Florida Statutes – Transparency in Government Spending

§216.052, Florida Statutes – Community Budget Requests/Appropriations

§394.4615, Florida Statutes – Confidentiality of Records in Mental Health Treatment Facilities

§415.1034, Florida Statutes – Mandatory Reporting of Abuse, Neglect or Exploitation of Vulnerable Adults

§456.063(3), Florida Statutes – Mandatory Reporting of Allegations of Provider Sexual Misconduct

Rule 2.430, Florida Rules of Judicial Administration – Retention of Records

Rule 2.440, Florida Rules of Judicial Administration – Retention of Administrative Records

Attachment F - COMPLIANCE MONITORING AND AUDITING

The administration of resources awarded by the Florida Legislature, administered by the Office of the State Courts Administrator to the Recipient will be subject to audits and/or monitoring by OSCA, as described in this section. Although the OSCA is not a state awarding agency under the to the Florida Single Audit Act (Act), the state funds awarded under this Contract will be treated as state financial assistance subject to the provisions of the Act as outlined herein.

MONITORING

In addition to reviews of audits conducted, monitoring procedures may include, but not be limited to, onsite visits by OSCA staff, limited scope compliance, financial or performance audits, and/or other monitoring methods. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by OSCA. In the event OSCA determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by OSCA staff 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 OSCA, the Supreme Court Inspector General, the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: STATE FUNDED AGREEMENTS

1. In the event that the Recipient expends a total amount of state funds equal to or in excess of $500,000 in any fiscal year of such Recipient, the OSCA requires the Recipient to have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment A, Part 3, Section D and Attachment E, Exhibit 1 to this Agreement indicates state funds awarded by the Florida Legislature through OSCA by this Agreement. In determining the state funds expended in its fiscal year, the Recipient shall consider all sources of state funds, including state funds received from OSCA, other state agencies, and other non-state entities. State funds do not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part I, 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 specified in Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $500,000 in state funds in its fiscal year, 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 $500,000 in state funds 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).

PART II: REPORT SUBMISSION

1. Copies of financial reporting packages required by PART I of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

   A. The OSCA at the following address:

   Office of the State Courts Administrator
   General Services Unit
   Supreme Court Building
   500 S. Duval Street
   Tallahassee, Florida 32399-1900

   B. The Contract Manager's Office at the following address:
   Debbie Clark
   110 NW 1st Avenue
   Ocala, FL 34475

PART III: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee access to such records upon request. The Recipient shall ensure that audit working papers are made available to OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by OSCA.

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

DATE: **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 41323
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: HUMAN RESOURCES AND RISK MANAGEMENT

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Kandace Pourbaix	-
Jim Kovacs	-
David Eichinger	-
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: 04/13/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42907
BY: Kandace Pourbaix, Risk Management Coordinator
SUBJECT: Recommend approval of a Workers' Compensation Claim Settlement

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of a Workers' Compensation Claim Settlement for a former employee who sustained an injury on April 17, 2024, in the amount of $45,000 (expenditure).

BACKGROUND SUMMARY: On April 17, 2024, a former employee who worked in Fire Rescue sustained an injury while on the job. The parties have reached a settlement to resolve the workers' compensation case in the amount of $45,000. Staff recommends approval of the settlement agreement.

Fiscal Impact: The fiscal impact is $45,000 (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Property & Casualty	5200	0713400	830566		$45,000.00

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Kandace Pourbaix	Created/Initiated - 04/13/2026
Jim Kovacs	Approved - 04/13/2026
David Eichinger	Approved - 04/14/2026
Ron Falanga	Approved - 04/14/2026
Miranda Lanoue	Approved - 04/14/2026
Jaime Stewart	Approved - 04/14/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/21/2026
Marisol Saldana	Final Approval - 04/22/2026

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: 04/13/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42904
BY: Thomas Carpenter, Assistant County Manager
SUBJECT: Funding agreement between the County and Sheriff for the Senior CAD GIS Coordinator position.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of a funding agreement between the County and Sheriff to equally fund the Senior CAD GIS Coordinator position. The fiscal impact is $57,765 (expenditure) and $57,765 (expenditure - Lake County Sheriff's Office reimbursement).

BACKGROUND SUMMARY: In Fiscal Year 2026, the Lake County Sheriff's Office Emergency Communications Center will transition to the Motorola Computer Aided Dispatch (CAD) system. This is the same CAD system currently utilized by the County's Office of Fire Rescue for the management and dispatching of 9-1-1 calls for service. The Sheriff's Office dispatches for all law enforcement agencies except for the cities of Leesburg and Groveland. The Office of Fire Rescue dispatches all fire services and ambulances within Lake County.

In coordination with leadership from the County's Information Technology Department, Office of Fire Rescue, and the Sheriff's Office, all parties have agreed to and requested the implementation of a single County position with the technical expertise to provide Geographic Information System (GIS) services support to both dispatch centers. The County and Sheriff's Office will utilize the same CAD system with the same GIS data. Establishing a single position to provide advanced GIS services will provide consistency, reduce duplication of effort, and efficiently enhance service continuity countywide.

To meet this need, the County created a Senior CAD GIS position by reclassifying a vacant Emergency Lead Dispatcher position within the Office of Fire Rescue. To fund the new position, the County will use salary savings from the reclassified position to fund fifty percent (50%) of the cost, and the Sheriff's Office will fund the remaining fifty percent (50%). The Senior CAD GIS Coordinator will be a full-time County employee who will report to the Information Technology Department.

Payments under this Agreement will be made on a cost reimbursement basis. The County will invoice the Sheriff's Office on a quarterly basis. Upon approval by the Board of County Commissioners, this Agreement will become effective for a term of three (3) years. Thereafter, the Agreement will automatically renew for a term of three (3) years,

until terminated by either party with no less than ninety (90) days' written notice.

Fiscal Impact: The fiscal impact is $57,765 (expenditure) and $57,765 (expenditure - LCSO reimbursement).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
E-911	1240	2445310	Various		$14,441.25
Emergency Medical Services	1350	2445100	Various		$43,323.75

Advertised Date: Paper:

Attachments:

1.	Funding Agreement between County and Sheriff_signed by LCSO

STAFF APPROVALS AND DATES:

Thomas Carpenter	Created/Initiated - 04/13/2026
Jessica Zimmerman	Approved - 04/16/2026
Kimberly Stephens	Approved - 04/17/2026
David Kilbury	Approved - 04/17/2026
Erikk Ross	Approved - 04/17/2026
Thomas Carpenter	Approved - 04/20/2026
Ron Falanga	Approved - 04/20/2026
Kandace Pourbaix	Approved - 04/20/2026
Miranda Lanoue	Approved - 04/20/2026
Jaime Stewart	Approved - 04/20/2026
Melanie Marsh	Approved - 05/01/2026
Jennifer Barker	Approved - 05/07/2026
Marisol Saldana	Final Approval - 05/07/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

FUNDING AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
SHERIFF OF LAKE COUNTY, FLORIDA
(Staff to Support the County and Sheriff's CAD System)

THIS IS A FUNDING AGREEMENT ("Agreement") between Lake County, a political subdivision of the State of Florida, ("COUNTY"), and the Lake County Sheriff's Office, ("SHERIFF") (collectively the "Parties").

WITNESSETH:

WHEREAS, pursuant to Chapter 163, Florida Statutes, the COUNTY and the SHERIFF may enter into this Agreement to cooperatively use their resources to mutual advantage; and

WHEREAS, the COUNTY and SHERIFF jointly employ the Computer Aided Dispatch ("CAD") system to efficiently coordinate and manage information for first responders addressing both emergency and non-emergency situations for the residents and visitors of Lake County; and

WHEREAS, the COUNTY and SHERIFF agree that a dedicated, full-time technical position is essential for the management and maintenance of the jointly utilized CAD system's Geographic Information System ("GIS") data, ensuring optimal accuracy and readiness for first responders reliant on this information to effectively respond to service calls.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, covenants, conditions, and promises hereinafter set forth, and intending to be legally bound, the Parties agree 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 Agreement upon adoption hereof.

Section 2. Purpose. The COUNTY, in cooperation with the SHERIFF, hereby establishes funding for a full-time COUNTY employee to manage and maintain the mutually shared and utilized CAD system's GIS data. The position shall perform technical and analytical work in maintenance and application of GIS data for the CAD system utilized by Emergency Medical Services, Fire Rescue, and law enforcement agencies within Lake County.

Section 3. Agreement Established. The Parties hereto agree to be fully responsible for their own negligent acts or omissions or tortious acts during the life of this Agreement that result in claims or suits against any other party and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement.

Section 4. Amount of Funds and Method of Payment.

A. The SHERIFF agrees to pay the COUNTY for reimbursement of fifty (50) percent of the salary, benefits, and employer tax cost for the full-time COUNTY employee permanently assigned to perform the management and maintenance of the mutually shared and utilized CAD system's GIS data unless specifically stated otherwise herein. In addition, the COUNTY and the SHERIFF shall each be responsible for fifty (50) percent of all reasonable and necessary conference and training expenses incurred for said employee in connection with the performance of such duties, including, without limitation, registration fees, travel, lodging, meals, and related materials. Furthermore, the Parties agree that the COUNTY may cover all costs associated with obtaining and maintaining professional certifications for the employee, provided such certifications are directly relevant to the employee's duties and enhance the operational capabilities of the CAD system.

B. Payments under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made on a quarterly basis upon receipt of the COUNTY's submission and SHERIFF's written approval of a quarterly invoice. Invoices shall be sent electronically to payables@lcso.org, shall be submitted on a quarterly basis, and each invoice shall state "reconciled payroll register." The COUNTY shall maintain documentation of all costs represented on the invoice and will submit documentation of the expenditures with all invoices. Payment from the SHERIFF to the COUNTY shall be made within thirty (30) days of the date COUNTY provides a properly submitted invoice to SHERIFF. The SHERIFF may reasonably withhold payment if services have not been satisfactorily completed or the documentation is not satisfactory; provided, however, that 'satisfactorily' shall mean meeting the specific, predefined performance standards, deliverable requirements, acceptance criteria, timelines, and documentation specifications set forth

in this Agreement. If the SHERIFF determines services have not been satisfactorily completed, SHERIFF will notify COUNTY in writing within ten (10) days of receipt of the invoice and associated documentation. The COUNTY shall then have thirty (30) days from receipt of such written notice to cure the deficiencies to the satisfaction of the SHERIFF. The SHERIFF shall not withhold payment for any other reason. Any withholding under this clause shall be limited to the portion of the payment directly attributable to the noncompliant services or deficient documentation and shall cease promptly upon COUNTY's cure of the identified deficiency. Any payment due or any approval necessary under the terms of this Agreement may be withheld until all evaluation and documentation of expenditures due from the COUNTY, and necessary adjustments thereto, have been approved by the SHERIFF. Notwithstanding the foregoing, to the extent the employee covered by this Agreement receives any annual pay increase during the Term, the cost of such increase, including associated payroll taxes and employer-paid benefits directly attributable to the increase, shall be shared equally by the COUNTY and the SHERIFF, with fifty percent (50%) of the increase borne by the COUNTY and fifty percent (50%) borne by the SHERIFF. The COUNTY's quarterly invoices shall separately itemize any such annual pay increase costs, and reimbursement of those costs shall be subject to the same review, approval, and documentation requirements set forth herein. Any such pay increase shall be mutually approved by both Parties in writing.

Section 5. Personnel.

A. The job duties of the employee filling the position that will be funded by this Agreement will include but are not limited to: managing collected Lake County GIS data for use in the County's CAD system; providing administrative support, performing data analytics and GIS data collection, and coordinating and consolidating GIS projects to further Dispatch and Field functionality; performing geospatial data building, crime modeling, and advanced spatial analysis as part of the management and maintenance of the CAD system's GIS data shared and utilized by the COUNTY and SHERIFF.

B. Subject to prior written approval by the COUNTY and availability of budgeted funds under this Agreement, the employee shall be afforded opportunities to attend conferences, workshops, and training sessions that are directly relevant to GIS data management, public safety CAD systems, and related operational technologies. Attendance shall be limited to events that (i)

align with the scope of work and advance the COUNTY's and SHERIFF's operational objectives, and (ii) are cost-effective and scheduled so as not to unreasonably disrupt essential services. SHERIFF agrees to pay the COUNTY for reimbursement of fifty (50) percent of eligible costs which may include registration fees, reasonable travel and lodging, and per diem, in accordance with the COUNTY's then-current travel and expense policies and any applicable grant or funding restrictions.

C. The COUNTY will be responsible for the up-front payment of all FICA taxes, withholding taxes, state and federal unemployment taxes, retirement benefits, and insurance benefits related to this employment from the funds received under this Agreement. SHERIFF agrees to pay the COUNTY for reimbursement of fifty (50) percent of these costs.

Section 6. Term and Termination. This Agreement shall become effective upon the final signature of all Parties ("Effective Date") and shall continue for a term of three (3) years. Thereafter, this Agreement will automatically renew for a term of three (3) years, until terminated by either Party in writing. Either Party may terminate this Agreement by providing at least ninety (90) days written notice to the other Party in accordance with the terms outlined in Section 8.

Section 7. Interpretation. For the purpose of this Agreement, the singular includes the plural, and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

A. If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, the Party shall immediately notify the other Parties in writing and request clarification of the interpretation of this Agreement.

B. This Agreement shall not be more strictly construed against either Party hereto by reason of the fact that one Party may have drafted or prepared any or all the terms and provisions hereof.

Section 8. General Provisions.

A. Notice. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served, and delivered if delivered by hand or mailed by United States registered or certified mail, and addressed as follows:

COUNTY:
County Manager
P.O. Box 7800
Tavares, Florida 32778

SHERIFF:
Lake County Sheriff's Office
360 W. Ruby St.
Tavares, Florida 32778

With a copy to:
County Attorney
P.O. Box 7800
Tavares, Florida 32778

With a copy to:
Lindsay Holt, Esquire
360 W. Ruby Street
Tavares, Florida 32778

Each Party may change its mailing address in writing by giving to the other Party, by hand delivery, United States registered or certified mail, notice of election to change such address.

B. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties without the prior written consent of the other Party.

C. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement of understanding between the Parties.

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

E. Further Documents. The Parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

F. Records. Each Party shall comply with all applicable requirements of Chapter 119, Florida Statutes, as may be amended from time to time, and shall maintain the confidentiality of

records that are confidential and exempt. The Parties acknowledge this Agreement, and any related financial records, audits, records, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy, and after giving that Party five (5) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

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

H. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

I. Termination. This Agreement may be terminated by either Party with ninety (90) days written notice of intent to terminate and in accordance with this Agreement and Section 8 A. above.

IN WITNESS WHEREOF, the Parties have signed this Agreement through their authorized representative on the date under each signature.

SHERIFF

LAKE COUNTY SHERIFF'S OFFICE

Peyton C. Grinnell, Sheriff

This 10 day of April, 2026.

Approved as to form and legality:

Lindsay Holt, Esquire
General Counsel to Sheriff

COUNTY

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: 04/20/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42908
David Kilbury, Public Safety Director
BY: Christopher Sievert, Deputy Fire Chief
SUBJECT: Purchase One Pierce Commercial Pumper and One Pierce Custom Pumper

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To utilize Contract 19-0707 with Ten-8 Fire and Safety, LLC (Bradenton, FL) for the purchase of one Pierce commercial pumper and one Pierce custom pumper; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The fiscal impact is $2,270,517 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 2 and 4.

BACKGROUND SUMMARY: On September 24, 2019, the Lake County Board of County Commissioners (Board) awarded Contract 19-0707 (based on a Request for Proposal) to Ten-8 Fire & Safety, LLC (f/k/a Ten-8 Fire Equipment, Inc.) (Bradenton, FL) for the purchase of specialty fire trucks. The Fiscal Year 2026 Budget includes funding for the purchase of two NFPA-compliant pumpers from Ten-8 Fire Equipment (Sanford, FL), one four-wheel drive commercial pumper and one custom pumper utilizing Infrastructure Sales Tax funding and the County Fire Fund.

The four-wheel drive commercial pumper will be purchased for a sum not to exceed $1,002,897. It is intended to replace Asset Number 24324, a 2007 Type 1 engine with 275,489 miles and 17,310 engine hours, which meets the Office of Fleet Management's replacement criteria. To date, $340,497 has been spent on maintenance and repair on this apparatus. This new pumper will be assigned to Station 13 (Paisley).

The custom pumper will be purchased for a sum not to exceed $1,267,620. It is intended to replace Asset Number 24323, a 2007 Type 1 engine with 307,652 miles and 19,336 engine hours, which meets the Office of Fleet Management's replacement criteria. To date, $406,937 has been spent on maintenance and repair of this unit. The new pumper will be assigned to Station 90 (Clermont).

The Large Vehicle Replacement Criteria, per the Office of Fleet Management, is 15 years' service life, 150,000 miles or 3,334 engine hours, and 50 percent total maintenance and repair compared to the original value of the apparatus. The apparatus

being replaced exceeds the replacement criteria. Both new pumpers will arrive fully equipped, including all National Fire Protection Association (NFPA)-required tools, equipment, and hose, and ready for immediate deployment within 18 to 24 months of placing the order. No payment and performance bond is required as the County is not paying in advance of receipt.

Fiscal Impact: The fiscal impact is $2,270,517 (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
2nd Infrastructure Sales Tax	3050	2136400	860640	21000	$1,210,000
County Fire Fund	1680	2136300	860640	00001	$1,060,517

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Christopher Sievert	Created/Initiated - 04/20/2026
Elizabeth Gouveia-Miner	Approved - 04/20/2026
David Kilbury	Approved - 04/27/2026
Thomas Carpenter	Approved - 05/01/2026
Ron Falanga	Approved - 05/04/2026
Kandace Pourbaix	Approved - 05/04/2026
Miranda Lanoue	Approved - 05/04/2026
Jaime Stewart	Approved - 05/04/2026
Melanie Marsh	Approved - 05/11/2026
Jennifer Barker	Approved - 05/11/2026
Marisol Saldana	Final Approval - 05/11/2026

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: 04/30/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42952
BY: Thomas Carpenter, Assistant County Manager
SUBJECT: Interlocal Agreement regarding Ambulance and Emergency Medical Services MSTU Increment Revenues with the City of Leesburg.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Interlocal Agreement Regarding the Ambulance and Emergency Medical Services MSTU Increment Revenues with the City of Leesburg. The fiscal impact is $281,198 (reduction of expenditures).

BACKGROUND SUMMARY:

On June 27, 2000, the Board of County Commissioners adopted Resolution 2000-35 that established the countywide Lake County Municipal Services Taxing Unit (MSTU) for Ambulance and Emergency Medical Services (EMS) to fund the County's newly formed EMS system. Since the MSTU was established, a portion of the MSTU revenue has been paid to the agencies that fund municipal plans for redevelopment areas.

This Interlocal Agreement between the Board of County Commissioners and the City of Leesburg memorializes that each agrees that revenue payments from the MSTU should not be made to the agencies that fund the redevelopment areas and are not necessary for redevelopment purposes. All payments from the MSTU should be made for the purpose of providing countywide ambulance and emergency medical services.

Beginning January 1, 2026, and each January 1st thereafter, for as long as the revenue from the MSTU is collected for all the redevelopment areas established by the City of Leesburg, Florida, (to include the Greater Leesburg Community Redevelopment Agency, the Carver Heights/Montclair Area Community Redevelopment Agency, and the US 441/27 Community Redevelopment Agency) Lake County will retain One Hundred Percent (100%) of the portion of such incremental revenues collected and payable from Lake County's Ambulance and EMS MSTU, and the County will use those funds to provide countywide ambulance and emergency medical services.

This Interlocal Agreement will become effective once filed with the Clerk of the Circuit Court in Lake County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.

Fiscal Impact: The fiscal impact is $281,198 (reduction of expenditures).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
L C AMB	1220	1428110	880813		-$281,198

Advertised Date: Paper:

Attachments:

1.	Interlocal Agr. RE Tax Increment Revenues_Leesburg_Par Exe
2.	Leesburg Resolution No. 68
3.	Leesburg Resolution No. 118
4.	Leesburg Resolution No. 12,222

STAFF APPROVALS AND DATES:

Thomas Carpenter	Created/Initiated - 04/30/2026
Jessica Zimmerman	Approved - 05/06/2026
Todd Thornton	Approved - 05/06/2026
David Kilbury	Approved - 05/06/2026
Thomas Carpenter	Approved - 05/06/2026
Kandace Pourbaix	Approved - 05/06/2026
Miranda Lanoue	Approved - 05/06/2026
Jaime Stewart	Approved - 05/07/2026
Melanie Marsh	Approved - 05/08/2026
Jennifer Barker	Approved - 05/08/2026
Marisol Saldana	Final Approval - 05/08/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

INTERLOCAL AGREEMENT
REGARDING TAX INCREMENT REVENUES

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between **LAKE COUNTY**, a political subdivision existing under the Constitution and State Laws of Florida ("County"), the **CITY OF LEESBURG**, a municipal corporation existing under the State of Laws of Florida ("Leesburg"), and the **GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY**, the **CARVER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY**, and the **US 441/27 COMMUNITY REDEVELOPMENT AGENCY,** all of which are dependent special districts (collectively the "Agencies"); collectively (the "Parties").

WHEREAS, Lake County is a non-chartered political subdivision of the State of Florida; and

WHEREAS, Leesburg is a municipal corporation existing under the laws of State of Florida; and

WHEREAS, Chapter 163, Part III, Florida Statutes, known as the "Community Redevelopment Act of 1969" (the "Redevelopment Act") governs the creation and operation of community redevelopment agencies; and

WHEREAS, pursuant to the Redevelopment Act, the City of Leesburg created the Greater Leesburg Community Redevelopment Agency, the Carver Heights Community Redevelopment Agency and Amended Area, and the US 441/27 Community Redevelopment Agency, all within its boundaries, which are duly created and existing community redevelopment agencies authorized to receive "increment revenues" ("Increment") as defined in Section 163.340(22), Florida Statutes, and calculated pursuant to Section 163.387(1), Florida Statutes; and

WHEREAS, the Agencies oversees various the Trust Funds for the Redevelopment Areas (the "Redevelopment Areas"); and

WHEREAS, on June 27, 2000, the Board of County Commissioners adopted Resolution 2000-35 which established the countywide Lake County Municipal Services Taxing Unit (MSTU) for Ambulance and Emergency Medical Services; and

WHEREAS, since the MSTU was established, a portion of the MSTU revenue has been paid to the Agencies to fund the municipal plan for the Redevelopment Areas rather than such funds being used for the special purpose of funding countywide ambulance and Emergency Medical Services; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," (the "Cooperation Act") permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties find this Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties, and purposes authorized by law; and

WHEREAS, this Interlocal Agreement is entered into pursuant to the powers and authority granted to the Parties under the Constitution and laws of the State of Florida, including, but not limited to the authority of Section 163.01, Florida Statutes; and

WHEREAS, Section 163.387(3)(b), Florida Statutes, provides that alternate provisions contained in an interlocal agreement between a taxing authority and the governing body that created the community redevelopment agency may supersede the provisions of this section with respect to that taxing authority; and

WHEREAS, the Parties wish to enter into this Agreement pursuant to provisions of Section 163.387(3)(b); and

WHEREAS, the Parties are in agreement that a portion of the Incremental Revenues paid from the MSTU as calculated pursuant to Section 163.387(1) paid by the Parties to the various Trust Funds of the Redevelopment Areas is not necessary for redevelopment purposes, nor appropriate to be used for the Redevelopment Areas; and

WHEREAS, the Parties are in agreement that no Incremental Revenue payments from the MSTU should be made which would allow the County to use the funds for its intended purpose of providing countywide ambulance and Emergency Medical Services.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

ARTICLE I
INTRODUCTION

Section 1. **Authority.** This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the Redevelopment Act, and other applicable laws.

Section 2. **Recitals and Exhibits.** The recitals so stated are true and correct and by this reference are incorporated herein.

Section 3. **Authority to Contract.** The execution of this Interlocal Agreement has been duly authorized by the appropriate official bodies of the Parties, each Party has complied with all applicable requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

Section 4. **Ambulance and Emergency Medical Services MSTU.** Commencing on January 1, 2026, and on each January 1 thereafter for the duration of the time period that Incremental Revenues are collected for all the Redevelopment Areas established by the City of Leesburg, Lake County shall retain **One Hundred Percent (100%)** of the portion of such Incremental Revenues accruable to and payable from Lake County's Ambulance and Emergency Services MSTU.

Section 5. **Limitations on Governmental Liability**. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of any of the Parties beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or other statutes. Nothing in this Interlocal Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 6. **Negotiation at Arm's Length.** This Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. All Parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against any of the Parties.

Section 7. **Notices.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified by written notice to the other Parties delivered in accordance herewith.

If to Lake County:	County Manager P.O. Box 7800 Tavares, Florida 32778
With a copy to:	Lake County Attorney P.O. Box 7800 Tavares, Florida 32778
If to Leesburg/Agency:	City Manager 501 West Meadow Street Leesburg, Florida 32748

Section 8. **Assignment or Transfer.** No Party may assign or transfer its rights or obligations under this Interlocal Agreement to another unit of local government, political subdivision, or agency of the State of Florida without the prior written consent of the other Parties. No Party may transfer its rights or obligations under this Interlocal Agreement to a private party or entity.

Section 9. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Lake County, Leesburg, the Agency, and their respective successors.

Section 10. **Filing.** The Leesburg City Clerk is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the Parties and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to

cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court in Lake County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 11. **Applicable Law and Venue.** This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in Lake County, Florida for any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement.

Section 12. **Severability.** If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.

Section 13. **Joint Effort.** The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 14. **No Third-Party Beneficiaries.** This Agreement is an administrative agreement generated solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any third-party. Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.

Section 15. **Mutual Cooperation.** The Parties agree to cooperate and deliver any further documents or perform any additional acts to accomplish the agreements set forth herein.

Section 16. **Construction.** This Interlocal Agreement is the result of the negotiations among and between the Parties and such that all Parties have contributed materially and substantially to its preparation and shall not be construed more strictly against one party than the other.

Section 17. **Intent and Interpretation.** This Agreement shall not be construed as modifying or altering the governmental powers of the Parties as they now exist or may be modified in the future, except as are lawfully and expressly provided by the terms of this Agreement.

Section 18. **Entire Agreement.** This instrument and its exhibits constitute the entire agreement between the Parties and supersede all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

Section 19. **Effective Date.** This Interlocal Agreement shall become effective upon the filing of same pursuant to Section 3.06 above.

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

COUNTY

ATTEST:

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Gary 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

CITY OF LEESBURG, FLORIDA

By: _____
Allyson Berry, Mayor

This 13 day of April, 2026.

Attest:

By: _____
Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO CITY OF LEESBURG ONLY.

_____
City Attorney

US 441/27 COMMUNITY REDEVELOPMENT AGENCY

By: _____
Chair Allyson E. Berry

This 13 day of April, 2026.

Attest:

By: _____
Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO AGENCY ONLY.

_____
CRA Attorney

GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY

By: Allyson E. Berry
Chair Allyson E. Berry

This 13 day of April, 2026.

Attest:

By: J. Andi Purvis
Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO AGENCY ONLY.

CRA Attorney

CARVER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY

By: _____
Chair Allyson E. Berry

This 13 day of April, 2026.

Attest:

By: _____
Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO AGENCY ONLY.

_____
CRA Attorney

RESOLUTION NO. 68

RESOLUTION OF THE GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE CHAIRPERSON AND SECRETARY TO EXECUTE AN INTER-GOVERNMENTAL AGREEMENT WITH LAKE COUNTY, CLARIFYING COMMUNITY REDEVELOPMENT AGENCY TIF PAYMENTS BY THE AMBULANCE AND EMERGENCY MEDICAL SERVICES (MSTU); AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA:

THAT the Chairperson and Secretary are hereby authorized to execute an Inter-Governmental Agreement with Lake County, Post Office 7800, Tavares, Florida 32778, clarifying the Community Redevelopment Agency TIF payments by the Ambulance and Emergency Medical Services (MSTU).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the Greater Leesburg Community Redevelopment Agency of the City of Leesburg, Florida, at a regular meeting held on the 13th day of April 2026.

Allyson E. Berry

Mayor, Allyson E. Berry

ATTEST:

J. Andrews

City Clerk

RESOLUTION NO. 118

RESOLUTION OF THE CARVER HEIGHTS/MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE CHAIRPERSON AND SECRETARY TO EXECUTE AN INTER-GOVERNMENTAL AGREEMENT WITH LAKE COUNTY, CLARIFYING COMMUNITY REDEVELOPMENT AGENCY TIF PAYMENTS BY THE AMBULANCE AND EMERGENCY MEDICAL SERVICES (MSTU); AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CARVER HEIGHTS/MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA:

THAT the Chairperson and Secretary are hereby authorized to execute an Inter-Governmental Agreement with Lake County, Post Office 7800, Tavares, Florida 32778, clarifying the Community Redevelopment Agency TIF payments by the Ambulance and Emergency Medical Services (MSTU).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the Carver Heights/Montclair Area Community Redevelopment Agency of the City of Leesburg, Florida, at a regular meeting held on the 13th day of April 2026.

Allyson E. Berry
Mayor, Allyson E. Berry

ATTEST:

J. Andi Purvis
City Clerk

RESOLUTION NO. 12,222

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTER-GOVERNMENTAL AGREEMENT WITH LAKE COUNTY, CLARIFYING COMMUNITY REDEVELOPMENT AGENCY TIF PAYMENTS BY THE AMBULANCE AND EMERGENCY MEDICAL SERVICES (MSTU); AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an Inter-Governmental Agreement with Lake County, Post Office 7800, Tavares, Florida 32778, clarifying the Community Redevelopment Agency TIF payments by the Ambulance and Emergency Medical Services (MSTU).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of April 2026.

Allyson E. Berry

Mayor, Allyson E. Berry

ATTEST:

J. Judi Purvis

City Clerk

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

DATE: **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42957
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: 05/05/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42956
Maria AbdoulKarim, Office of Housing & Community Services Director
BY: Mariellie Alvarez, Legal Program Specialist
SUBJECT: First Amendment to HOME Investment Partnership ARP Program Subrecipient Agreement with Find, Feed & Restore, Inc.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the First Amendment to a HOME Investment Partnership American Rescue Plan Program (HOME-ARP) Subrecipient Agreement between Lake County and Find, Feed & Restore, Inc., for an Affordable Housing Project for Fiscal Year 2026.

There is no fiscal impact for this First Amendment. The original HOME-ARP Subrecipient Agreement was for $850,000 (revenue/expenditure – grant funded) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

BACKGROUND SUMMARY: On December 2, 2025, the Board of County Commissioners (Board) approved and entered into a Subrecipient Agreement with Find, Feed & Restore, Inc. for HOME Investment Partnership American Rescue Plan Program (HOME-ARP) funding for Fiscal Year 2026 in the amount of $850,000 for the purpose of acquiring rental units for occupancy by HOME-ARP Qualifying Populations, as defined by U.S. Department of Housing and Urban Development Notice CPD 21-10 (hereinafter the “Notice”), and for the provision of relocation assistance to the existing tenants.

This First Amendment is to authorize Lake County to provide payment of the relocation assistance directly to eligible tenants.

Information in this Agenda item is confidential and limited pursuant to Section 39.908(1) Florida Statutes, 24 CFR 5.2007(c), and HUD Notice CPD 21-10.

Fiscal Impact: $850,000 (revenue/expenditure – grant funded)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CDBG	1200	2082375	880820		$850,000

Advertised Date: Paper:

Attachments:

1.	FY26 HOME-ARP Subrecipient Agreement_12.2.25
2.	First Amendment to FY26 HOME-ARP Subrecipient Agreement_CONFEX

STAFF APPROVALS AND DATES:

Mariellie Alvarez	Created/Initiated - 05/05/2026
Maria AbdoulKarim	Approved - 05/05/2026
Miranda Lanoue	Approved - 05/05/2026
Karen Maxwell	Approved - 05/05/2026
Cari Christian	Approved - 05/05/2026
Alexis Clark	Approved - 05/06/2026
Ron Falanga	Approved - 05/06/2026
Kandace Pourbaix	Approved - 05/06/2026
Miranda Lanoue	Approved - 05/06/2026
Jaime Stewart	Approved - 05/06/2026
Mariellie Alvarez	Approved - 05/07/2026
Melanie Marsh	Approved - 05/08/2026
Jennifer Barker	Approved - 05/08/2026
Marisol Saldana	Final Approval - 05/08/2026

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: 03/31/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42852
BY: Kymberlee Pearson, Office Associate V
SUBJECT: Designation of Tammy Parrott as the Single Administrative Head of the Lake County Library System and Certification of Credentials.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to designate Tammy Parrott as the Single Administrative Head of the Lake County Library System and authorize the Chairman to execute Florida Department of State, Division of Library and Information Services Form DLIS/SA01, State Aid to Libraries Grant Certification of Credentials - Single Library Administrative Head.

BACKGROUND SUMMARY: The State Aid to Libraries Grant Program is administered by the Florida Department of State, Division of Library and Information Services. The program provides, on average, approximately $145,000 a year to the Lake County Library System. This funding benefits Lake County's six branch libraries and ten member municipal libraries. Section 257.17(2)(a), Florida Statutes, requires that each eligible library system be operated under a "single administrative head" who has completed an accredited library education program and has two subsequent years of full-time, paid professional experience.

Tammy Parrott began serving as the Director of the Office of Library Services on April 20, 2026. One of Ms. Parrott's duties is to serve as the Single Administrative Head of the Lake County Library System. The Office of Human Resources has received verification that she has a Master of Arts, Information Science & Learning Technologies degree from the University of Missouri-Columbia, and she has the required professional experience to serve as the Single Administrative Head, as required by state law. Attached is Form DLIS/SA01, State Aid to Libraries Grant Certification of Credentials — Single Administrative Head, to be executed by the Chairman of the Lake County Board of County Commissioners as the designated governing body for the Lake County Library System.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Tammy Parrott Cert. of credentials-single-library-administrative-head-form-dlis-sa

2.	Tammy Parrott Degree Verification

STAFF APPROVALS AND DATES:

Kymberlee Pearson	Created/Initiated - 03/31/2026
Melissa Wojcik	Approved - 04/02/2026
Lynn Huntzinger	Approved - 04/03/2026
Lindsay Platt	Approved - 04/06/2026
Kerri Andrews	Approved - 04/06/2026
Karen Maxwell	Approved - 04/08/2026
Cari Christian	Approved - 04/09/2026
Alexis Clark	Approved - 04/09/2026
Ron Falanga	Approved - 04/09/2026
Kandace Pourbaix	Approved - 04/09/2026
Miranda Lanoue	Approved - 04/09/2026
Jaime Stewart	Approved - 04/09/2026
Melanie Marsh	Approved - 04/10/2026
Jennifer Barker	Approved - 04/16/2026
Marisol Saldana	Final Approval - 04/16/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Credentials – Single Library Administrative Head

The Lake County Board of County Commissioners,
(Name of library governing body)

governing body for the
Lake County Library System,
(Name of library)

hereby certifies that the incumbent single library administrative head,

Tammy Parrott,
(Name of incumbent)

- Has completed a library education program accredited by the American Library Association.
- Has at least two years full-time paid professional experience, after completing the library education program, in a public library open to the public for a minimum of 40 hours per week.
- Is employed full time by the library's governing body.
- Is responsible for the overall management or coordination of the library within the framework established by interlocal or other agreements, plans, policies and budgets.
- Is responsible for developing a single long-range plan for all library outlets, a single annual plan of service and a budget.
- Is responsible for implementing the long-range plan, annual plan of service and budget as well as preparing reports on behalf of the library.

Signature

_____ _____
Chair, Library Governing Body Date

Leslie Campione, Chairman
Name (Typed)

National Student Clearinghouse®
2300 Dulles Station Blvd., Suite 220, Herndon, VA 20171
PH (703) 742-4200 FX (703) 318-4058
www.studentclearinghouse.org
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DegreeVerify Certificate

Transaction ID#: 433402886
Requested By: Cindy Maggio
Date Requested: 03/30/2026 11:45 EDT
Date Notified: 03/30/2026 11:45 EDT
Status: Confirmed
Fee: $34.95

INFORMATION YOU PROVIDED

Subject Name: TAMMY (First Name) SUE (Middle Name) PARROTT (Last Name)
Date of Birth: 05/13/1966 (mm/dd/yyyy)
School Name: UNIVERSITY OF MISSOURI-COLUMBIA
Attempt To: Verify a degree

INFORMATION VERIFIED

Name On School's Records: TAMMY SUE PARROTT
Date Awarded: 07/30/2010
Degree Title: MASTER OF ARTS
Official Name of School: UNIVERSITY OF MISSOURI-COLUMBIA
School Division: COLLEGE OF EDUCATION
Major Course(s) of Study: INFORMATN SCI & LEARN TECH-MA
(and NCES CIP Code, if available): 130301
Dates of Attendance: 01/22/2008 to 07/30/2010
Major Course(s) of Study: INFORMATN SCI & LEARN TECH-MA
(and NCES CIP Code, if available): 130301

Disclaimer *- All information verified was obtained directly and exclusively from the individual's educational institution. The Clearinghouse disclaims any responsibility or liability for errors or omissions, including direct, indirect, incidental, special or consequential damages based in contract, tort or any other cause of action, resulting from the use of information supplied by the educational institution and provided by the Clearinghouse. The Clearinghouse also does not verify the accuracy or correctness of any information provided by the requestor.*
Do Not Distribute *- This certificate and the information it contains is governed by the Verification Services Terms, which you accepted when you requested this verification. Neither the certificate nor its contents may be disclosed or shared with any other parties unless the disclosure is to the entity or individual on whose behalf the verification was requested, or to the student or certificate holder whose enrollment, degree, diploma, or certification was verified.*

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

DATE: 04/20/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42921
Cari Christian, Assistant County Manager
BY: Ryan Ritchie, Office of Tourism Director
SUBJECT: United States of America Track & Field (USATF) Tourism Marketing Agreement

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To provide Tourist Development Tax funding for marketing/promotional fees and related expenses for Discover Lake County to be designated as a proud partner of the United States of America Track & Field (USATF); and
2. To authorize the Chairman to execute the Marketing Agreement.

The fiscal impact is not to exceed $450,000 (expenditure) and is within, and will be included in the Fiscal Year 2026, 2027 and 2028 Budgets. The itemized fiscal impact per year is $150,000 per year.

BACKGROUND SUMMARY: The Office of Tourism is advancing a three-year partnership with USA Track & Field (USATF) from 2026 to 2028, building on the successful collaboration during the USATF Outdoor Championships held last summer. The partnership aims to significantly boost Lake County's visibility as a premier destination for outdoor recreation, sports, and active lifestyles.

Under this agreement, USATF will provide the Office of Tourism with numerous promotional opportunities, including national broadcast commercials on television during key championship events, race sponsorships featuring Lake County branding and on-site engagement, and track side signage to enhance visibility. Additionally, this partnership also includes a quarterly joint social media content series highlighting athletes training locally, as well as a joint press release and annual performance reports to showcase the partnership's impact. The collaboration aims to promote Lake County's outdoor and recreational assets to a broad national audience, driving tourism and community pride over the next three years.

Overall, this partnership will leverage USATF's national broadcast reach, event presence, and digital channels to promote Lake County as a vibrant, active, and desirable destination for both athletes and visitors, resulting in heightened brand awareness, increased tourism, and long-term community pride.

At the April 6, 2026, Tourist Development Council meeting, the TDC recommended

approval (7-0) of the funding for the marketing agreement and the staff request of a total cost not to exceed $150,000 each year for a total fiscal impact of $450,000 over three years.

Fiscal Impact: $450,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Resort Tax	1250	1260100	830480		$450,000

Advertised Date: Paper:

Attachments:

1.	TDC Funding Recommendation Form
2.	Lake County Florida - 2026 - 2028 Sponsorship Agreement - PE

STAFF APPROVALS AND DATES:

Ryan Ritchie	Created/Initiated - 04/20/2026
Sheri Hutchinson	Approved - 04/20/2026
Cari Christian	Approved - 04/20/2026
Rachel Bartolowits	Approved - 04/30/2026
Miranda Lanoue	Approved - 04/30/2026
Jaime Stewart	Approved - 04/30/2026
Melanie Marsh	Approved - 05/04/2026
Jennifer Barker	Approved - 05/07/2026
Marisol Saldana	Final Approval - 05/07/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

OFFICE OF TOURISM
TOURIST DEVELOPMENT COUNCIL
FUNDING RECOMMENDATION FORM

Project	2026 – 2028 USATF Marketing Partnership Agreement
Location	
Event Dates	2026 - 2028
Request	Fiscal impact not to exceed $150,000 per year ($450,000 total) (TDT funds)
TDC Meeting	April 6, 2026
TDC Recommendation	Approval (7-0) of funding not to exceed $150,000 per year. ($450,000 total) (TDT Funds)

Overview

The Office of Tourism is advancing a three-year partnership with USA Track & Field (USATF) from 2026 to 2028, building on the successful collaboration during the USATF Outdoor Championships held last summer. The partnership aims to significantly boost Lake County's visibility as a premier destination for outdoor recreation, sports, and active lifestyles.

Under this agreement, USATF will provide the Office of Tourism with numerous promotional opportunities, including national broadcast commercials on television during key championship events, race sponsorships featuring Lake County branding and on-site engagement, and track side signage to enhance visibility. Additionally, this partnership also includes a quarterly joint social media content series highlighting athletes training locally, as well as a joint press release and annual performance reports to showcase the partnership's impact. The collaboration aims to promote Lake County's outdoor and recreational assets to a broad national audience, driving tourism and community pride over the next three years.

Overall, this partnership will leverage USATF's national broadcast reach, event presence, and digital channels to promote Lake County as a vibrant, active, and desirable destination for both athletes and visitors, resulting in heightened brand awareness, increased tourism, and long-term community pride.

TDC Recommendation

At the April 6, 2026, Tourist Development Council meeting, the TDC recommended approval (7-0) of the funding for the marketing agreement and the staff request of a total cost not to exceed $150,000 each year for a total fiscal impact of $450,000.

BCC Action

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SPONSORSHIP AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND USA TRACK & FIELD, INC.,

This **SPONSORSHIP AGREEMENT** (the "Agreement"), is entered into by and between **Lake County, Florida,** a political subdivision of the State of Florida, with an office located at 315 West Main Street, Tavares, Florida 32778 (the "**Sponsor**"), and **USA Track & Field, Inc.**, a Virginia non-stock corporation, with an office located at 342 Massachusetts Avenue, Suite 400, Indianapolis, Indiana 46204 ("**USATF**").

WITNESSETH:

WHEREAS, Section 125.0104, Florida Statutes and Chapter 13, Article III, Lake County Code, authorizes the Tourist Development Tax ("TDT") within Lake County, sets forth the permitted uses of the TDT, and allows the TDT to be used to promote and advertise tourism within the County; and

WHEREAS, USATF has been recognized by the United States Olympic & Paralympic Committee (the "USOPC") as the official national governing body for the sport of track and field, paralympic track & field, long distance running and race walking in the United States;

WHEREAS, Sponsor is a county within the State of Florida that is home to a variety of track and field athletes training and/or competing in the sport; and

WHEREAS, USATF and Sponsor were parties to a previous sponsorship agreement with an effective date of July 1, 2025, which expired on August 3, 2025; and

WHEREAS, due to the success of the previous sponsorship agreement with regard to the public purposes of promoting and advertising tourism, the parties mutually agree to enter into this successive Agreement for additional cooperation to the benefit of both parties; and

WHEREAS, the item was considered by the Tourist Development Council ("TDC") at its public meeting on April 6, 2026, and the TDC recommended approval; and

WHEREAS, Sponsor desires to obtain, and USATF desires to grant, certain marketing benefits, and sponsorship rights with respect to USATF as further described in Exhibit B to this Agreement ("Sponsor Benefits") in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. USATF Benefits. Except as otherwise provided in Exhibit A, Sponsor shall provide to USATF the benefits and obligations ("USATF Benefits") listed in Exhibit A, at Sponsor's cost and expense, throughout the Term (as defined in Section 4) of this Agreement. Sponsor shall not be responsible for any costs or expenses related to USATF Benefits other than as contained in Exhibit A. All other rights and benefits not otherwise granted under Exhibit A herein to USATF are reserved to Sponsor.

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2. **Sponsor Benefits.** USATF shall provide to Sponsor the Sponsor Benefits listed in Exhibit B throughout the Term of this Agreement. USATF shall not be responsible for any costs or expenses related to the Sponsor Benefits other than as contained in Exhibit B. All other rights and benefits not otherwise granted under Exhibit B herein to Sponsor are reserved to USATF.

3. **Sponsorship Fee.** In consideration of the Sponsor Benefits USATF grants to Sponsor pursuant to the terms and conditions of this Agreement, Sponsor agrees to pay USATF a fee in the amount of Four Hundred Fifty Thousand Dollars ($450,000.00 USD) (the "Sponsorship Fee"). Sponsor shall pay USATF the Sponsorship Fee in accordance with the schedule below, conditioned upon full compliance with the terms of this Agreement.

(i) Two installments for 2026 of Seventy-Five Thousand Dollars ($75,000) each, as follows: (a) the first installment shall be due and payable within thirty (30) days following the execution date of this Agreement; and (b) the second installment shall be due and payable on August 1, 2026, – Seventy-Five Thousand Dollars ($75,000).

(ii) Two installments for 2027 of Seventy-Five Thousand Dollars ($75,000) each, as follows: (a) the first installment shall be due and payable on January 1, 2027; and (b) the second installment shall be due and payable on August 1, 2027, – Seventy-Five Thousand Dollars ($75,000).

(iii) Two installments for 2028 of Seventy-Five Thousand Dollars ($75,000) each, as follows: (a) the first installment shall be due and payable on January 1, 2028, and (b) the second installment shall be due and payable on August 1, 2028, – Seventy-Five Thousand Dollars ($75,000).

3.1 Sponsor's failure to timely pay the Sponsorship Fee within ten (10) business days after written notice to Sponsor following Sponsor's failure to pay the requisite amount when due (i) shall, upon USATF's provision of written notice to Sponsor, relieve USATF from providing any Sponsor Benefits as listed in Exhibit B to Sponsor under this Agreement including any further obligations for any future events to be conducted in subsequent years remaining under this Agreement, if any, and (ii) shall entitle USATF to seek all damages resulting from breach of this Agreement by Sponsor hereunder, including without limitation, the entire Sponsorship Fee, as the case may be, as well as any other remedies available to USATF at law or pursuant to this Agreement. The Parties agree that time is of the essence with respect to Sponsor's payment obligations set forth in this Agreement.

3.2 Sponsor shall not have any expectation of commercial return or measurable benefit other than public recognition provided by USATF and, except as explicitly permitted, Sponsor recognition shall not include: (i) qualitative or comparative language about Sponsor's products; (ii) price information or indications of saving or value; or (iii) language encouraging any action on the part of viewers, such as prompts to purchase, attend, or engage with Sponsor's products."

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3.3 The COUNTY shall make payment on all undisputed invoices submitted by USATF in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

3.4 USATF will be liable for repayment of any funds disbursed under the terms of this Agreement which may be deemed by the COUNTY to have been disbursed in error.

4. Term and Termination.

4.1. **Term.** The Term of the Agreement shall be from July 1, 2026 through December 31, 2028 (the "Term").

4.2. **Termination.** Either party may terminate this Agreement if the other party materially breaches any term or condition of this Agreement, if the other party (a) fails to perform or breaches any material provision of the Agreement and fails to cure such a failure or breach upon reasonable written notice; (b) fails to maintain the required insurance coverage or coverages; or (c) files for bankruptcy protection, becomes insolvent or fails to promptly pay any undisputed amounts due. Upon termination for any of the foregoing, each party shall retain its rights to all other remedies available at law or in equity. .

4.3. **Moral Conduct.** Sponsor and USATF shall each be entitled to terminate this Agreement by delivering notice (termination being effective upon effective notice) to the other Party in the event that USATF (with respect to termination by the Sponsor) or the Sponsor (with respect to termination by the USATF) becomes intentionally involved in an event or circumstance that becomes known for the first time following execution of this Agreement and that, in a reasonable person's opinion, causes offense, outrage, embarrassment, ridicule or contempt among a substantial segment of the public, and as a result, substantially impacts negatively upon the good name of the terminating Party and the reputation of its brand(s). The Parties agree that such event or circumstance need not involve allegations of criminal conduct or moral turpitude to trigger the right to terminate under this section 4.3.

5. Representation and Warranties Each party represents and warrants that (i) the performance of its obligations pursuant to this Agreement will not violate the rights of any third party, and that no rights are needed from any third parties in order to perform as needed hereunder; (ii) it is not insolvent, in bankruptcy proceedings or in receivership, or engaged or threatened with any litigation or arbitration or other legal proceedings or investigation of any kind which would have an adverse effect on its ability to perform under this Agreement; (iii) the execution and performance of this Agreement has been duly authorized and approved by the appropriate officers, board or other officials of Sponsor; (iv) it has or shall obtain all licenses, agreements, permits, waivers, releases, registrations, approvals, and/or authorizations required in connection with its performance under this Agreement and that such licenses, agreements, permits, waivers, releases, registrations, approvals, and/or authorizations will be valid and sufficient for the performance and of its obligations pursuant to the Agreement; and performance in connection with this Agreement shall comply with applicable federal, state and local laws and regulations.

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6. Intellectual Property

6.1. **Use and Protection of Trademarks and other Intellectual Property.** Sponsor and USATF acknowledge that the other party owns certain names, logos, symbols, trademarks, service marks, copyrights, ideas and other intellectual property (individually referred to as a "Mark" and collectively as "Marks"). Each party shall be solely responsible for taking all actions it deems necessary to obtain trademark, service mark or copyright registration, consents, approvals or other protection for its Marks. All rights to a party's Marks not specifically granted in this Agreement are reserved to the owner of the Marks. All rights granted by this Agreement relating to the use of a party's Marks shall terminate upon the expiration or termination of this Agreement.

6.2. **Approved Usage of Intellectual Property.** USATF and Sponsor shall agree in writing and in advance on the form and content of any promotional materials created in connection with this Agreement, and the media in which such materials are to be used, which approval the Parties shall not unreasonably withhold or delay. Any approved use may be subject to such reasonable conditions as either Party may impose, including, but not limited to, conditions affording each Party adequate protection of its marks. The Parties will make reasonable efforts to communicate to each other its approval or disapproval in a timely fashion, and in no event more than five (5) business days from receipt of any submission by a Party, or as otherwise mutually agreed upon. A Party's failure to communicate its approval or disapproval within this time will be deemed for all purposes as such Party's disapproval hereunder.

6.3. **Athlete Images.** For the avoidance of doubt, except as otherwise set forth in Exhibit A, nothing herein shall grant Sponsor any rights with respect to the commercial use or exploitation of images of any individual athlete(s).

7. Indemnification. Each party shall indemnify, defend, and hold harmless the other, its directors, officers, employees, agents, and affiliates from and against any and all third party actions, causes of action, claims, and demands and any resulting liabilities, losses, judgments, damages or expenses and charges of any kind or nature including interest, reasonable attorney's fees and other costs, expenses and charges that the other may incur, sustain or become subject to by reason of claim or claims:

a. arising from or in connection with the indemnifying party's performance or failure to perform pursuant to this Agreement or its breach of any provision, warranty or representation of this Agreement;

b. arising from or in connection with the authorized use of any artwork, logo, trademark, trade name, copyright or other proprietary right of the indemnifying party in connection with this Agreement.

Notwithstanding the foregoing, neither party shall be obligated to indemnify the other party for the negligence or willful misconduct of the party otherwise indemnified. Each party shall provide written notice to the other of any claims, whether actual or threatened, promptly upon receipt of notice thereof. This paragraph shall survive the termination or expiration of this Agreement. Nothing herein shall constitute a waiver of Lake County's sovereign immunity

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pursuant to Florida law, nor consent to any indemnification in any amount exceeding the statutory limits set forth in Section 768.28, Florida Statutes.

8. Insurance. During the Term of this Agreement, each party will maintain, at its cost, commercial general liability insurance covering its obligations under this Agreement with a reputable and financially responsible insurance carrier in amounts satisfactory and acceptable to the other party and any additional insurance as may be required by applicable laws and regulations. Each party further agrees to comply with the workers' compensation legislation applicable to the location where it is located. Upon request, each party shall give the other a certificate of insurance that shows that the required coverage is in place and confirms that the other party will receive at least thirty (30) days' prior notice of any cancellation, termination or material change in coverage.

9. Governing Law. This Agreement shall be governed by the laws of the State of Florida. If any controversy or claim arising out of or relating to this Agreement cannot be amicably resolved, venue for any legal action shall be Lake County, Florida. Both parties waive any right to a jury trial they may have for any action arising out of this Agreement.

10. Loss of Use. Sponsor understands and acknowledges that the Events are operated exclusively by USATF. Loss of Sponsor recognition as a result of strikes, fire or any other cause beyond the control of USATF shall not constitute a breach of this contract, but USATF shall have the option of terminating this Agreement. Sponsor's non-use of any benefits provided to it, for any reason, including its failure to provide replacement copy or graphics, will not release Sponsor from its obligation to make payment for such space pursuant to the terms of this Agreement.

11. Relationship of the Parties. Nothing contained herein shall in any way be construed to create an agency relationship, joint venture or partnership between the parties hereto. The parties further agree that no representations shall be made by either party that would create an apparent employment, partnership, or joint venture. Neither party shall be responsible for any obligations of the other, except as specifically provided herein, nor shall either party have the power to bind or obligate the other in any manner whatsoever except as expressly set forth herein.

12. Merger. This writing constitutes the entire agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior agreement, writing or understanding relating to the subject matter hereof. None of the provisions of this Agreement can be waived or modified except expressly in writing signed by the duly authorized representatives of both parties, and there are no representations, promises, agreements, warranties, covenants or undertakings other than those contained herein. If any term hereof shall be void or unenforceable, the remaining terms shall be in full force and effect. All remedies available to either party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

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13. Severability. If for any reason a court or governmental authority of competent jurisdiction finds any term, condition or covenant of this Agreement, or any portion thereof, to be illegal or unenforceable, such provision shall be enforced to the maximum extent permissible so as to implement the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

14. Amendments. This Agreement may be amended, modified or supplemented but only by a writing signed by a duly authorized representative of both Sponsor and USATF.

15. Waiver. The waiver by either party of a breach by the other party of any provision herein shall not in any way constitute a waiver of any succeeding breach of the same or any other provision.

16. Confidentiality. The parties acknowledge and understand that Sponsor is a political subdivision of the state of the Florida and therefore this Agreement and related documents are subject to Florida's public records requirements, and both parties shall fully comply with all applicable laws regarding retention and disclosure of records. Either party shall notify the other party if any information that may be exchanged during the course of this Agreement is confidential or exempt pursuant to Florida law, which information shall be protected from disclosure accordingly. The parties hereby stipulate that any breach of the terms of this section is a material breach of the Agreement.

17. Survival. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination thereof by the parties hereunder shall so survive the termination of the Agreement.

18. Force Majeure. If either party is delayed or prevented from performing its obligations under this Agreement by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, cancellation or rescheduling of television/cable programming or events, acts of God, acts of terrorism, actions by governmental authority (whether valid or invalid), fires, floods, wind storms, explosions, riots, natural disasters, wars, pandemics, epidemics, sabotage or labor problems, the non-performing party shall immediately notify the other party of the force majeure event, and shall not be deemed in breach of this Agreement. Notice by the non-performing party shall detail the nature of the force majeure event, the anticipated duration of the said event, and the steps being taken to remedy the failure of performance.

19. Notices. Any notice or any communication hereunder shall be in writing, shall be sent via registered certified mail, or recognized courier service (such as Federal Express, UPS or other similar service provider) and shall be deemed given three (3) days following deposit, postage pre-paid, in the United States mail or upon delivery from a recognized courier service, addressed as set forth below.

If to Sponsor:

CUSTODIAN OF RECORDS
P.O. Box 7800
Tavares, Florida 32778
Dawn.coyle@lakecountyfl.gov

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With a copy to:	COUNTY ATTORNEY P.O. Box 7800 Tavares, Florida 32778
If to USATF:	USA TRACK & FIELD, INC. Attn: Renee Washington, COO 342 Massachusetts Avenue, Suite 400 Indianapolis, IN 46204 Telephone: (317) 261-0500 renee.washington@usatf.org
With a copy to:	USA TRACK & FIELD, INC. Attn: General Counsel 342 Massachusetts Avenue, Suite 400 Indianapolis, IN 46204 Telephone: (317) 713-4683 generalcounsel@usatf.org

Any party may change its address for purposes of this agreement by providing written notice to the other party. Such notice may be provided via email to the email address specified above or by mail to the address specified above. The change of address will be effective upon the date of receipt of such notice.

20. No assignment. The parties shall not have the right to assign their rights or obligations, nor delegate the performance of their duties under the Agreement, to any other person or entity without the prior written consent of a duly authorized representative of the other party.

21. Interpretation. The headings and section and paragraph captions in this Agreement are for convenience only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions of this Agreement. Where a reference in this Agreement is made to a section or exhibit, such reference shall be to a section of or exhibit to this Agreement unless otherwise indicated.

22. Safe Sport. USA Track & Field strives to create an environment that is safe for athletes and free from misconduct, including particularly bullying, hazing, emotional misconduct, physical abuse, and sexual abuse. Accordingly, Sponsor agrees to abide by USA Track & Field's Safe Sport Requirements and Policies, as described in Exhibit C of this Agreement.

23. Representations. Each party represents that this Agreement has been authorized by all necessary corporate actions, that the Agreement is a valid and binding obligation of such party, and that such party has full corporate power and authority to execute and perform its obligations under this Agreement.

24. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument.

Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

USATF
USA TRACK & FIELD, INC.

By: _____
Name: Max Siegel
Title: Chief Executive Officer

This 10th day of April, 2026.

USATF
USA TRACK & FIELD, INC.

Signed by:
By: Curt Clausen
29CF46565681496...
Name: Curt Clausen
Title: President & Chair

This 11th day of April, 2026.

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COUNTY
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

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EXHIBIT A
USATF BENEFITS

Sponsorship Fee

- Sponsor agrees to pay a sponsorship fee to USATF of Four Hundred Fifty Thousand Dollars ($450,000.00 USD) in accordance with the Terms of the Agreement, as amended (the "Sponsorship Fee").
- Sponsor's failure to timely pay on any undisputed invoice within ten (10) business days after written notice to Sponsor following Sponsor's failure to pay the requisite amount when due (i) shall, upon USATF's provision of written notice to Sponsor, relieve USATF from any further obligations whatsoever to Sponsor under this Agreement and (ii) shall entitle USATF to seek all damages resulting from breach of this Agreement by Sponsor hereunder, including without limitation, the entire Sponsorship Fee set forth above, as the case may be, as well as any other remedies available to USATF at law or pursuant to this Agreement. The parties agree that time is of the essence with respect to the payment obligations set forth above.

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EXHIBIT B
SPONSOR BENEFITS

USATF shall provide Sponsor with the benefits set forth below during the Term of this Agreement.

1. **Event Activation:**
   a. For three (3) USATF broadcasted elite professional events each year* during the Term, USATF will provide the following**:
      i. Two (2) thirty second (:30) commercial units during each event's broadcast;
      ii. One (1) in-broadcast event entitlement that will include broadcast graphics & audio race mention, use of finish line tape for track events (where possible due to event or weather), and the opportunity for a Sponsor representative, in compliance with USATF Safe Sport requirements, to hold the finish line tape;
      iii. Depending on facility, Sponsor shall receive either four (4) broadcast visible signs or equivalent digital signage. Signs to display Sponsor's logo for the purpose of acknowledging Sponsor's generous support (the size and placement of said signage is at the sole and unfettered discretion of USATF).

**Each December, USATF and Sponsor will identify the elite professional events to which these benefits will apply for the following calendar year of the Term. If the parties are unable to reach agreement on the events by January 15 of the applicable year, USATF shall have final decision-making authority regarding the selection of such events. For the 2026 term, the parties shall agree on the three events for 2026 by July 15, 2026.*

***Broadcast schedule and Networks Subject to Change.*

   b. For the USATF Indoor Championships and USATF Outdoor Championships each year during the Term, Sponsor will have the following on-site activation opportunities:
      i. Activation space in the fan zone at each championship provided by USATF up to 20' x 20'. The exact size of activation space is dependent upon logistical constraints of the facility and will be determined by USATF in their sole discretion.
         1. USATF to provide a tent for the activation space upon a request in advance of the event by Sponsor.
         2. Sponsor to supply any and all giveaways, signage, and staffing for the activations. Further, Sponsor is responsible for any additional services such as power, Wi-Fi, or water which may incur an additional fee. USATF to provide sponsor with a rate card for any applicable costs no later than forty-five (45) days prior to each event.
      ii. Two (2) in-stadium PA reads per competition session acknowledging Sponsor's activation at the event.
      iii. If Sponsor is unable to take advantage of all the aforementioned on-site activations, then USATF and Sponsor shall work together to create a branded fan engagement opportunity for each event (i.e. Lucky Seat Upgrade presented by Lake County Florida). The exact manner, details, and implementation of such branded fan engagement opportunity shall be determined by USATF in its sole discretion.

2. **Marketing and Promotions.**
   a. USATF and Sponsor shall jointly produce a content series (the "Series") for the 2026 term highlighting how athletes train in Lake County, Florida, or some other mutually agreed

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upon concept, to be posted at least one (1) time every three (3) months throughout the Term.

i. Sponsor shall be solely responsible for obtaining and supplying sponsored athletes for filming, as well as securing all necessary clearances and permissions for such athletes. USATF makes no guarantee regarding the availability or participation of any specific athletes.

ii. USATF will post the Series on USATF operated social channels. Sponsor will have usage rights across its operated social channels. All content produced for the Series shall be owned exclusively by USATF. USATF hereby grants Sponsor an unlimited, worldwide, irrevocable license to use, display, distribute, and otherwise exploit such content across Sponsor's operated social channels and for any lawful purpose during the Term.

iii. Additional social content shall be mutually agreed upon by the parties for 2027 and 2028.

b. USATF and Sponsor to collaborate on a press announcement to formally announce the 2026 – 2028 partnership renewal.

i. The final announcement form and timing shall be mutually agreed upon by the parties.

ii. USATF shall have the right to distribute the announcement across USATF channels including, but not limited to, USATF operated social media, USATF's website, and other media outlets as designated by USATF in their sole discretion.

iii. Sponsor shall have the right to share and re-purpose the announcement across its channels.

3. **Reporting.** USATF to provide yearly reports to Sponsor throughout the Term recapping and summarizing key elements of the partnership.

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EXHIBIT C

SAFE SPORT REQUIREMENTS AND POLICY

USA Track & Field, Inc ("USATF") is committed to improving the safety of athletes as well as their physical, emotional and social development and to ensuring that athletes can participate in sport in an environment free of misconduct.

To this end, USATF requires Sponsor to refrain from all forms of misconduct as defined in the USATF Safe Sport Handbook and the U.S. Center for SafeSport Code, which include without limitation:

- All forms of sexual misconduct, including child sexual abuse;
- Emotional misconduct;
- Physical misconduct;
- Bullying;
- Harassment; and
- Hazing.

It is a violation of USATF's Safe Sport Policy (the "Policy") to engage in any form of misconduct. Sponsor must be aware of and conduct itself in accordance with the Policy. Any allegations of misconduct by Sponsor shall be handled according to USATF's Response and Resolution Policy. Sponsor understands that any allegations of misconduct by Sponsor is under the exclusive jurisdiction of the U.S. Center for SafeSport.

Sponsor is considered a mandatory reporter and, as such, it is a violation of the Policy if Sponsor knows of misconduct but fails to report such misconduct. USATF requires allegations or suspicions of sexual abuse, harassment, and misconduct to be immediately reported to the U.S. Center for SafeSport at https://uscenterforsafesport.org/report-a-concern, and/or USATF, local law enforcement, or Child Protective Services, if applicable.

The parties hereby stipulate that any violation of this Exhibit C is a material breach of this Agreement.

Sponsor shall ensure that any of its employees or representatives at a USATF event are in compliance with USATF's Safe Sport policies. If Sponsor is providing any sampling that would involve regular contact with an athlete, Sponsor shall provide the name(s) of the individual performing the sampling to USATF prior to the event and said individual must be 3-Step Safe Sport Compliant. Any employee or representative on site at an event that does not have regular contact with athletes shall be informed of the USATF Safe Sport policies and execute the appropriate Safe Sport documentation.

USATF's Safe Sport Policy is in accordance with the U.S. Center for SafeSport's Code. For additional information regarding Sponsor's obligations and reporting requirements under USATF's Safe Sport Policy, please visit https://www.usatf.org/safe-sport or https://uscenterforsafesport.org/.

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

DATE: 04/02/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42886
BY: Amy Bradford, Paratransit Coordinator
SUBJECT: Florida Department of Transportation's Section 5310 Capital Grant Agreement

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To accept the Florida Department of Transportation under the Section 5310 Capital Grant Agreement for Fiscal Year 2026;
2. To procure vehicles under the State's bid list through FDOT's Transit Research Inspection Procurement Services (TRIPS) Program;
3. To adopt an Unanticipated Revenue Resolution (URR) to accept and appropriate $828,138 for the Florida Department of Transportation's Section 5310 Capital Grant Agreement; and
4. Of a budget transfer in the amount of $92,016 from Transit Reserves for Operations to Machinery and Equipment.

The fiscal impact is $920,154 - $828,138 (revenue/expenditure - grant funded) and $92,016 (expenditure - county match).

BACKGROUND SUMMARY: The Florida Department of Transportation’s (FDOT) Section 5310 grant program was established as a discretionary program by the Federal Transit Administration (FTA) to provide operating assistance for transportation services to older adults and individuals with disabilities.

The Board of County Commissioners (Board) approved the Office of Transit Services to apply for the Section 5310 Capital Grant on January 7, 2025. FDOT has recently awarded Lake County (County) a Public Transportation Grant Agreement for Fiscal Year 2025-2026.

The FDOT 5310 Capital Grant for FY 2025-2026 has three funding partners: the Federal Transit Administration (FTA) covers 80 percent of the project cost; FDOT covers 10 percent, and the County pays 10 percent. The Public Transportation Grant Agreement is for purchasing four 23-foot cutaway buses for a total capital cost of $920,154. The FTA will fund $736,123, FDOT will fund $92,015, and the County will fund $92,016.

Fiscal Impact: $920,154 - $828,138 (revenue/expenditure - grant funded) and $92,016 (expenditure - county match).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Transit	1210	3327220	331490	20666	-$828,138
Transit	1210	3327210	860640	20666	$920,154

Advertised Date: Paper:

Attachments:

1.	FFY25 5310 Lake County BOCC Draft PTGAv.3
2.	URR for Agenda Item 42886
3.	BUA for Agenda Item 42886

STAFF APPROVALS AND DATES:

Amy Bradford	Created/Initiated - 04/02/2026
Joshua Smith	Approved - 04/02/2026
Jill Brown	Approved - 04/24/2026
Karen Maxwell	Approved - 04/27/2026
Cari Christian	Approved - 04/27/2026
Ron Falanga	Approved - 04/27/2026
Kandace Pourbaix	Approved - 04/27/2026
Miranda Lanoue	Approved - 04/27/2026
Jaime Stewart	Approved - 04/27/2026
Rachel Bartolowits	Approved - 04/28/2026
Melanie Marsh	Approved - 05/01/2026
Jennifer Barker	Approved - 05/07/2026
Marisol Saldana	Final Approval - 05/07/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DU, DPTO, LF	FLAIR Category:	088774
456116-2-94-25		Work Activity Code/Function:	215	Object Code:	780000
456116-3-94-25		Federal Award Identification Number (FAIN) – Transit only:	1001-2025-23	Org. Code:	55301000943
				Vendor Number:	F596-000-695-105
Contract Number:		Federal Award Date:			
CFDA Number:	20.513	Agency UEI Number:	NNPSKT8GRCU1		
CFDA Title:	Enhanced Mobility of Seniors and Individuals with Disabilities				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Lake County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Capital Assistance as identified in Exhibit A of this agreement or as amended., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   X *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions

X Exhibit E1: Prohibition Based on Health Care Choices
X Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

__ Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
X *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
X *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 10, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $920,154. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $828,138 and, the Department's participation in the Project shall not exceed 90.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files

shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and

state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period.

The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids 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.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the

PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency 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 Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum

and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Lake County Board of County Commissioners

By: _____

Name: Jill M. Brown

Title: Transit Services Director

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Dan Fitz-Patrick

Title: Chief Strategy Officer

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This agreement provides FTA Section 5310 FFY25 capital funds for the capital purchase as identified in the Agency's application on file with the Department.

B. Project Location (limits, city, county): Lake County Board of County Commissioners/Fruitland Park, FL/Lake (Small UA)

☐ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This agreement provides Federal Transit Administration (FTA) Section 5310, FFY25 Capital Assistance related to purchasing the capital equipment listed below in the amount not to exceed that identified in Exhibit B of the agreement or as amended.

(up to 4) Bus Replacement

The agency is responsible for purchasing the awarded equipment in accordance with the Procurement Guidance for Transit Agencies Handbook. If the procurement procedures in this handbook are not followed, the agency will not be eligible for reimbursement.

The agency will also provide procurement documentation prior to the purchase of project equipment and will submit to the Department documentation of purchase, delivery, and/or installation for all items.

The agency will ensure that Exhibit I – Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor is fully completed and provided to the Department in accordance with the provisions detailed in Exhibit I.

D. Deliverable(s): The agency will provide appropriate documentation to support the costs being billed.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Any costs not specifically outlined in the project description and scope will not be eligible for reimbursement.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
456116-2-94-25	DU	088774	2026	780000	20.513	Enhanced Mobility of Seniors and Individuals with Disabilities	$736,123.00
456116-2-94-25	DPTO	088774	2026	780000	20.513	Enhanced Mobility of Seniors and Individuals with Disabilities	$92,015.00
456116-2-94-25	LF						$92,016.00
	Total Financial Assistance						$920,154.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$92,015.00	$92,016.00	$736,123.00	$920,154.00	10.00	10.00	80.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$92,015.00	$92,016.00	$736,123.00	$920,154.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	11.12.04
Common Name/UZA Name (Transit Only)	Small UA

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Erin Schepers

Department Grant Manager Name

Signature Date

EXHIBIT B3*

ALTERNATIVE ADVANCE PAY FOR FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5310, 5311, 5339 PROGRAMS AND FDOT STATE FUNDED PROGRAMS FOR PUBLIC TRANSIT

1. The Agency must submit its invoice to the Department within 5 business days of the receipt of the invoice from the Vendor. The invoiced amount to the Department for transit related vehicles and/or equipment eligible under the FTA's Section 5310, 5311 and 5339 programs or FDOT State Funded Programs for Public Transit cannot exceed the Department's participation amount on Item 9 (b) of this agreement.

2. All invoices submitted to the Department must provide complete documentation, including a copy of the Vendor's invoice(s) and proof of vehicle and/or equipment delivery and acceptance by the Agency, to substantiate the cost on the invoice.

3. The Agency must certify on each invoice that the costs from the vendor are valid and have been incurred by the Vendor.

4. Within twenty (20) business days of receipt of payment from the Department, the following actions must be completed:

a. The Agency must submit their payment to the vendor.
b. Complete Exhibit I - Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor.

Note: Exhibit I – Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor will be initiated by the Department through DocuSign at the time payment from the Department has been made to the Agency. The DocuSign will be routed to the Agency and the Vendor. Each party will acknowledge the certification where applicable.

*This Exhibit is for use only when purchasing transit related vehicles and/or program eligible equipment. Must have preapproval from the Department of Financial Services (DFS).

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

RESOLUTION NO. 2025 - 4

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AUTHORIZING THE SIGNING AND THE SUBMISSION OF GRANT APPLICATIONS AND SUPPORTING DOCUMENTS AND ASSURANCES TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE ACCEPTANCE OF GRANT AWARDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND EXPENDITURE OF GRANT FUNDS PURSUANT TO GRANT AWARDS.

WHEREAS, the Lake County Board of County Commissioners has the authority to apply for and accept grants, make purchases, and expend funds, pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended, as authorized by Chapter 53, Title 49, United States Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. Legal Findings. 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 Resolution upon adoption hereof.

Section 2. Application. This Resolution applies to the Federal Program under 49, United States Code Section 5310.

Section 3. Submission. The submission of grant applications, supporting documents, and assurances to the Florida Department of Transportation is hereby approved.

Section 4. Authorization. Jill M. Brown, Transit Services Director, or her designee is authorized to sign all grant applications, certifications, assurances, reimbursement invoices, warranties, agreements, and any other required documents; purchase equipment and vehicles, and expend grant funds pursuant to a grant award, after acceptance of the grant by the Board of County Commissioners, unless specifically rescinded. However, Melanie Marsh, 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 7th day of January, 2025.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 7th day of January, 2025.

ATTEST:

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

Approved as to form and legality:

1/7/25

Melanie Marsh
County Attorney

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

The Agency, as the "subrecipient", shall comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance as outlined in the current FTA Master Agreement and 2 CFR Part 200, including but not limited to:

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 5310 of the Federal Transit Act of 1991, 49 U.S.C. 5310, as amended, and Section 341.051(1)(a), F.S.

2. **Alcohol Misuse and Prohibited Drug Use.** The Agency shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR 655, 49 U.S.C. 5331, and 49 CFR 40.

3. **Adherence to Certifications and Assurances.** The Agency shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5310 funds.

4. **FTA Compliance.** The Agency shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the FDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to comply shall constitute a material breach of this contract.

5. **Nondiscrimination.** The Agency assures the project will be completed in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000(d), and 49 CFR 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

6. **Seat Belt Use.** The Agency agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. § 402.

7. **Distracted Driving.** The Agency agrees to comply with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 23 U.S.C. § 402 note and U.S. DOT Order 902.10, "Text Messaging While Driving and the U.S. DOT Special Provision pertaining to Distracted Driving.

8. **Charter Service.** The Agency agrees to comply with 49 U.S.C. 5323(d) (g) and (r) and 49 CFR 604, and any other federal Charter Service regulations, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

9. **School Bus Operations.** Pursuant to 69 U.S.C. 5323(f) and 49 CFR 605, the Agency may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators, unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

10. **Disadvantaged Business Enterprises (DBE).** This grant is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of*

Transportation Financial Assistance Programs. The Agency must complete biannual DBE reports and submit them to the Department by May 1 and November 1 annually.

11. **Buy America.** The Agency agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR 661, if using the funds granted under this agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post-delivery requirements outlined in 49 CFR 661.12.

12. **Clean Air Act and Water Acts.** The Agency 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, (33 U.S.C. §§ 1251 – 1388), as amended, if the agreement exceeds $150,000.

13. **Anti-Lobbying.** The Agency agrees to comply with the requirements pursuant to Byrd Anti-lobbying Amendment, 31 U.S.C. 1352(b)(5) and 49 CFR 20, Appendix A. U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended and other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature.

14. **Bonding Requirements.** If this agreement is for a construction project over $250,000, the recipient must adhere to FTA’s bonding requirements 2 CFR 200.326 as outlined in the Best Practices Procurement Manual.

15. **Solid Wastes.** Where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, the Agency agrees to comply with all the requirement of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act , 49 U.S.C. 6962, as amended, including but not limited to the regulatory provisions of 40 CFR 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247. Sample language can be found in the Department’s “Procurement Guidance for Transit Agencies.”

16. **Employee Relations (Davis-Bacon Act and Copeland Anti-Kickback Act).** The Agency agrees to comply with the Davis-Bacon Act and Copeland Anti-kickback Acts as codified at 40 U.S.C. 3141 et seq. and 18 U.S.C. 874 for any agreement exceeding $100,000. Sample language can be found in the Department’s “Procurement Guidance for Transit Agencies.”

17. **Employee Relations (Contract Work Hours and Safety Standards).** For any contract over $100,000 the Agency agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq.

18. **Breaches and Dispute Resolution.** The Agency agrees to include “Breaches and Dispute Resolution” language in all third-party agreements in compliance with 2 CFR 200 and FTA Circular 4220.1E or subsequent revisions

19. **Transit Employee Protective Agreements.** The Agency agrees to comply with the Transit Employee Protective Agreements, as codified in 49 U.S.C. 5310 and 29 CFR 215.

20. **Compliance with FTA Terms and Conditions.** The Agency shall not perform any act, fail to perform any act, or refuse to comply with any FDOT requests which would cause the Agency to be in violation of the FTA terms and conditions.

21. **Public Body Non-CTC Recipients.** An Agency may receive 5310 funds when the Community Transportation Coordinator (CTC) in the county is a private-for-profit entity. When the Agency accepts the 5310 funding, enters into a contract/PTGA with the Department, and then contracts with the CTC to provide enhanced mobility of seniors and individuals with disabilities in the same service area in which the CTC is providing non-sponsored trips for the Commission for the Transportation Disadvantaged (CTD), then the non-sponsored

human service transportation grant funds will be considered as eligible match for the 5310 funds. The Agency will be responsible for ensuring that the CTC meets all the requirements associated with the federal funds. The Agency will be responsible for ensuring that all dollars provided as match were for public transportation eligible trips. The public body must keep financial records that substantiate the eligibility of the match being provided and make that documentation available to the Department on request.

22. **Annual Performance Measures Report.** The Agency will submit an Annual Performance Measures Report. The Annual Performance Measures Report is due by January 31 of each year. The annual report will include both quantitative and qualitative information as available on each of the following measures:

    a) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities, measured in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support as a result of traditional Section 5310 projects implemented in the current reporting year.

    b) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services as a result of traditional Section 5310 projects implemented in the current reporting year.

23. **Transit Vehicle Inventory Management.** The Agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311 Section 5339 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Departmental programs.

Item 24 below is applicable to Sub-recipients that receive both, Section 5310 and 5311 funds.

24. **Annual Safety Certification.** When the Agency receives Section 5310 **and** Section 5311 funds, in accordance with Section 341.061, F.S., and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification stating that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan and has performed annual safety inspections of all buses operated.

Item 25 below is applicable to Sub-recipients that receive Section 5310 funds ONLY

25. **Delivery of Service Performance Requirements.** The Agency shall maintain a Transportation Operating Procedure (TOP) consistent with the template provided by the Department. The TOP must address minimum performance requirements related to service delivery for the following:

    a) Vehicle maintenance
    b) Minimum qualifications and training for drivers
    c) Safety standards
    d) Accident notification, and
    e) Substance abuse management.

    Failure to comply with the TOP will result in a requirement by the Department that the Agency develop a corrective action plan, to be approved by the Department. Failure by the Agency to achieve and maintain compliance may require the Department funded transportation services to cease operations. If the Department finds that a threat to public safety exists, the Department shall require all Department funded transportation services to cease operations.

26. **Reporting of Complaints, Grievances, and Resolutions.** The Agency must have an identified complaint and grievance process on file and must report to the Department on a quarterly basis all reported complaints, grievances, and resolutions.

27. **Agreements with contractors or subcontractors**. Pursuant to Section 341.041, F.S., the above Delivery of Service Performance Requirement and Reporting of Complaints, Grievances, and Resolutions, must be included in any agreement between the Agency and such entity's contractors or subcontractors that provide paratransit services.

-- ***End of Exhibit E*** –

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

Exhibit E2

PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.

2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:

    a. a brand or logo of the public transit provider,
    b. the official seal of the jurisdictional governmental entity, or
    c. a state agency public service announcement.

3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT H

AUDIT REQUIREMENTS FOR AWARDS OF FEDERAL FINANCIAL ASSISTANCE

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.513
CFDA Title: Enhanced Mobility of Seniors and Individuals with Disabilities

***Award Amount:** $736,123
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate: $0
****Award is for R&D:** No

*The federal award amount may change with amendments
**Research and Development as defined at 2 CFR §200.87

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse.xhtml

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse.xhtml

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

EXHIBIT I

CERTIFICATION OF DISBURSEMENT OF PAYMENT TO VEHICLE AND/OR EQUIPMENT VENDOR

DATE:

Agreement No (PTGA):

FM#: 456116-2-94-25 and 456116-3-94-25

PART I: Agency Acknowledgement Section

Lake County Board of County Commissioners, as the "Agency" for the above referenced agreement, hereby certifies that 100% of the total payment
_____for __has been submitted to __, on __.

Agency's failure to certify or a falsification may impact future awards and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

Agency Authorized Official Name:_____

Agency Signature:_____

PART II: Vendor Acknowledgement Section

__, having interest in the above referenced agreement has received 100% of its payment(s) for all equipment furnished under this agreement on __from Lake County Board of County Commissioners .

Vendor Authorized Official Name:_____

Vendor Signature:_____

Exhibit I – Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor will be initiated by FDOT through Docusign at the time payment from FDOT has been made to the Agency. The DocuSign will be routed to the Agency and the Vendor. Each party will acknowledge the certification where applicable and must be completed within 20 business days from Agency's receipt of payment from FDOT.

UEI Confirmation

PUBLIC TRANSPORTATION GRANT AGREEMENT ADDENDUM

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ADDENDUM ("Addendum") is made and entered into by and between the State of Florida, Department of Transportation ("Department") and Lake County Board of County Commissioners ("Agency").

-RECITALS-

1. The terms and provisions set forth in this Addendum are incorporated in and made part of the Public Transportation Grant Agreement, Financial Project Number: 456116-2-94-25 and 456116-3-94-25 ("Grant Agreement") executed contemporaneously; and

2. This Addendum shall be merged into and made part of the Grant Agreement and both documents shall be collectively referred to herein as the "Agreement"; and

3. The sole purpose of this Addendum is to revise the indemnification provision of the Grant Agreement; and

4. In the event of any conflict or inconsistency between the Grant Agreement and this Addendum, the provisions of this Addendum shall control.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Addendum, and in consideration of the recitals and the mutual covenants and conditions contained in this Addendum, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS
The above recitals are specifically incorporated by reference and made part of this Addendum.

2. EFFECTIVE DATE
The "Effective Date" of this Addendum shall be the date the last of the parties to be charged executes this Addendum.

3. INDEMNIFICATION AND INSURANCE
The parties specifically agree that Paragraph 18, subsection a. of the Grant Agreement is stricken in its entirety and replaced with the following:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida, Department of Transportation or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to including the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the contractor/consultant and other persons employed or utilized by the contractor/consultant in the performance of this Agreement."

This indemnification shall survive the termination of this Agreement."

All other terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this Addendum, consisting of two (2) pages, exclusive of exhibits.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION ("Department")

By: _____
Name:
Title:

_____
LEGAL REVIEW BY:

AGENCY

By: _____
Name:
Title:

_____
LEGAL REVIEW BY

SAM.GOV®

LAKE COUNTY

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
NNPSKT8GRCU1	**3SXW7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 28, 2026**	
Physical Address	Mailing Address	
315 W Main ST **Tavares, Florida 32778-3813** **United States**	**PO Box 7800** **Tavares, Florida 32778-7800** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 11	**(blank) / (blank)**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 30, 2025	**Apr 28, 2025**	**Mar 26, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
May 1, 1887	**Sep 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**3SXW7**

EFT Indicator	CAGE Code
EMS1	**11ZQ7**

Points of Contact

Electronic Business

SHELLY WILLIAMS
315 West Main Street
Tavares, Florida 32778
United States

ALLISON TESLIA
315 W Main ST
Tavares, Florida 32778
United States

Government Business

RONALD FALANGA
315 W. Main Street
PO Box 7800
Tavares, Florida 32778
United States

SANDRA ROGERS
315 W. Main Street
PO Box 7800
Tavares, Florida 32778
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**621910**	**Ambulance Services**

Disaster Response

This entity does not appear in the disaster response registry.

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING THE TRANSIT FUND IN ORDER TO RECEIVE UNANTICIPATED REVENUE FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF $828,138 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 $828,138 in unanticipated revenue to be received into the Transit 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 Transit 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 1210-Transit Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1210.3327220.331490.20666	5310 CAP AST-20.513	$752,945	$828,138	$1,581,083

EXPENDITURE (Fund 1210-Transit Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1210.3327220.860640.20666	Machinery/Equipment	$836,506	$828,138	$1,664,644

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

Budget Adjustment

Agenda Item #: **42886**

Line	Org	Object	Project	Account Description	Increase	Decrease
1	9099121	890999		Rsv for Operations	-	92,016.00
2	3327220	860640	20666	Machinery/Equipment	92,016.00	-
					92,016.00	**92,016.00**

Description:

Transfer of funds from Reserves to Machinery and Equipment for the FDOT Section 5310 Capital Grant county match.

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

DATE: 04/28/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42946
BY: Amy Bradford, Paratransit Coordinator
SUBJECT: Florida Department of Transportation Section 5310 Small Urban Operating Grant Agreement.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to accept the Florida Department of Transportation (FDOT) under the Section 5310 Small Urban Operating Grant Agreement for Fiscal Year 2026.

The fiscal impact is $800,000 - $400,000 (revenue/expenditure - grant funded) and $400,000 (expenditure - county match) and is within the Fiscal Year 2026 Budget.

BACKGROUND SUMMARY: The Florida Department of Transportation's (FDOT) Section 5310 grant program was established as a discretionary program by the Federal Transit Administration (FTA) to provide operating assistance for transportation services to older adults and individuals with disabilities.

The Board of County Commissioners (Board) adopted Resolution 2025-4 giving the Office of Transit Services approval to apply for the FDOT Section 5310 Operating Grant on January 7, 2025. FDOT has awarded the 5310 Small Urban Operating Grant in the amount of $400,000 with a 50 percent local cash match of $400,000 for a grant total of $800,000.

It is anticipated that this grant will facilitate approximately 22,529 paratransit trips for eligible residents of Lake County in small urban areas. The grant agreement will become effective upon full execution by both parties involved.

Fiscal Impact: $800,000 - $400,000 (revenue/expenditure - grant funded) and $400,000 (expenditure - county match).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Transit	1210	3327210	331490	20606	-$400,000.00
Transit	1210	3327210	830340	20606	$800,000.00

Advertised Date: Paper:

Attachments:

1.	Draft G3O27 Lake Co Section 5310 OP v2_4.27.2026

STAFF APPROVALS AND DATES:

Amy Bradford	Created/Initiated - 04/28/2026
Kelley Faulise	Approved - 04/28/2026
Joshua Smith	Approved - 04/28/2026
Jill Brown	Approved - 04/28/2026
Karen Maxwell	Approved - 04/28/2026
Miranda Lanoue	Approved - 04/29/2026
Cari Christian	Approved - 04/30/2026
Ron Falanga	Approved - 04/30/2026
Kandace Pourbaix	Approved - 04/30/2026
Miranda Lanoue	Approved - 04/30/2026
Jaime Stewart	Approved - 04/30/2026
Rachel Bartolowits	Approved - 05/01/2026
Melanie Marsh	Approved - 05/01/2026
Jennifer Barker	Approved - 05/07/2026
Marisol Saldana	Final Approval - 05/07/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DU	FLAIR Category:	088774
452870-1-84-25		Work Activity Code/Function:	215	Object Code:	780000
		Federal Award Identification Number (FAIN) – Transit only:	1001-2025-23	Org. Code:	55301000943
				Vendor Number:	F596-000-695-105
Contract Number:	G3O27	Federal Award Date:			
CFDA Number:	20.513	Agency UEI Number:	NNPSKT8GRCU1		
CFDA Title:	Enhanced Mobility of Seniors and Individuals with Disabilities				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Lake County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in providing Section 5310 operating assistance of up to 50% to Lake County Board of County Commissioners in the small urban areas of Lake County, Florida, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   — **Aviation**
   — **Seaports**
   X **Transit**
   — **Intermodal**
   — **Rail Crossing Closure**
   — **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   — **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   – *Exhibit B1: Deferred Reimbursement Financial Provisions
   – *Exhibit B2: Advance Payment Financial Provisions
   – *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   – *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution

X Exhibit E: Program Specific Terms and Conditions
X Exhibit E1: Prohibition Based on Health Care Choices
X Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

– Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
– *Exhibit G: Audit Requirements for Awards of State Financial Assistance
X *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
– *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
– *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $800,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $400,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files

shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and

state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period.

The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids 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.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the

PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the

Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency 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 Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the

contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Lake County Board of County Commissioners

By: _____

Name: Jill Brown

Title: Transit Director

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jim Stroz, P.E.

Title: District Five, Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

J. Ryan Mahler, III, District Five Chief Counsel

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This agreement provides FTA Section 5310 operating assistance of up to 50% to the Lake County Board of County Commissioners for providing transportation services to their clients who are elderly or disabled in the small areas of Lake County, Florida.

B. Project Location (limits, city, county): Lake County, FL
☐ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This agreement is to provide operating assistance for transportation services to agency clients who are elderly or individuals with disabilities in the small urban areas of Lake County under this agreement in the manner as described in the agency's grant application and performed in accordance with the requirements of state Section 5310 program procedure and the provisions herein.

D. Deliverable(s): Agency will provide transportation to eligible clients until all funds are expended. Trips will be quantified, and ridership will be documented in the Project Monitoring Status Report submitted with each invoice.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Per FDOT Procedure, also FTA C 9070.1H

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
452870-1-84-25	DU	088774	2026	780000	20.513	Enhanced Mobility of Seniors and Individuals with Disabilities	$400,000.00
		Total Financial Assistance					$400,000.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$0	$400,000	$400,000	$800,000
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$0***	***$400,000***	***$400,000***	***$800,000***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

_ Monthly
X Quarterly
_ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	30.09.01
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jamie Ledgerwood

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

RESOLUTION NO. 2025 - 4

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AUTHORIZING THE SIGNING AND THE SUBMISSION OF GRANT APPLICATIONS AND SUPPORTING DOCUMENTS AND ASSURANCES TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE ACCEPTANCE OF GRANT AWARDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND EXPENDITURE OF GRANT FUNDS PURSUANT TO GRANT AWARDS.

WHEREAS, the Lake County Board of County Commissioners has the authority to apply for and accept grants, make purchases, and expend funds, pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended, as authorized by Chapter 53, Title 49, United States Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. Legal Findings. 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 Resolution upon adoption hereof.

Section 2. Application. This Resolution applies to the Federal Program under 49, United States Code Section 5310.

Section 3. Submission. The submission of grant applications, supporting documents, and assurances to the Florida Department of Transportation is hereby approved.

Section 4. Authorization. Jill M. Brown, Transit Services Director, or her designee is authorized to sign all grant applications, certifications, assurances, reimbursement invoices, warranties, agreements, and any other required documents; purchase equipment and vehicles, and expend grant funds pursuant to a grant award, after acceptance of the grant by the Board of County Commissioners, unless specifically rescinded. However, Melanie Marsh, 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 7th day of January, 2025.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 7th day of January, 2025.

ATTEST:

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

Approved as to form and legality:

1/7/25

Melanie Marsh
County Attorney

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

The Agency, as the "subrecipient", shall comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance as outlined in the current FTA Master Agreement and 2 CFR Part 200, including but not limited to:

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 5310 of the Federal Transit Act of 1991, 49 U.S.C. 5310, as amended, and Section 341.051(1)(a), F.S.

2. **Alcohol Misuse and Prohibited Drug Use.** The Agency shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR 655, 49 U.S.C. 5331, and 49 CFR 40.

3. **Adherence to Certifications and Assurances.** The Agency shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5310 funds.

4. **FTA Compliance.** The Agency shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the FDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to comply shall constitute a material breach of this contract.

5. **Nondiscrimination.** The Agency assures the project will be completed in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000(d), and 49 CFR 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

6. **Seat Belt Use.** The Agency agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. § 402.

7. **Distracted Driving.** The Agency agrees to comply with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 23 U.S.C. § 402 note and U.S. DOT Order 902.10, "Text Messaging While Driving and the U.S. DOT Special Provision pertaining to Distracted Driving.

8. **Charter Service.** The Agency agrees to comply with 49 U.S.C. 5323(d) (g) and (r) and 49 CFR 604, and any other federal Charter Service regulations, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

9. **School Bus Operations.** Pursuant to 69 U.S.C. 5323(f) and 49 CFR 605, the Agency may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators, unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

10. **Disadvantaged Business Enterprises (DBE).** This grant is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of*

Transportation Financial Assistance Programs. The Agency must complete biannual DBE reports and submit them to the Department by May 1 and November 1 annually.

11. **Buy America.** The Agency agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR 661, if using the funds granted under this agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post-delivery requirements outlined in 49 CFR 661.12.

12. **Clean Air Act and Water Acts.** The Agency 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, (33 U.S.C. §§ 1251 – 1388), as amended, if the agreement exceeds $150,000.

13. **Anti-Lobbying.** The Agency agrees to comply with the requirements pursuant to Byrd Anti-lobbying Amendment, 31 U.S.C. 1352(b)(5) and 49 CFR 20, Appendix A. U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended and other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature.

14. **Bonding Requirements.** If this agreement is for a construction project over $250,000, the recipient must adhere to FTA's bonding requirements 2 CFR 200.326 as outlined in the Best Practices Procurement Manual.

15. **Solid Wastes.** Where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, the Agency agrees to comply with all the requirement of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act , 49 U.S.C. 6962, as amended, including but not limited to the regulatory provisions of 40 CFR 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247. Sample language can be found in the Department's "Procurement Guidance for Transit Agencies."

16. **Employee Relations (Davis-Bacon Act and Copeland Anti-Kickback Act).** The Agency agrees to comply with the Davis-Bacon Act and Copeland Anti-kickback Acts as codified at 40 U.S.C. 3141 et seq. and 18 U.S.C. 874 for any agreement exceeding $100,000. Sample language can be found in the Department's "Procurement Guidance for Transit Agencies."

17. **Employee Relations (Contract Work Hours and Safety Standards).** For any contract over $100,000 the Agency agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq.

18. **Breaches and Dispute Resolution.** The Agency agrees to include "Breaches and Dispute Resolution" language in all third-party agreements in compliance with 2 CFR 200 and FTA Circular 4220.1E or subsequent revisions

19. **Transit Employee Protective Agreements.** The Agency agrees to comply with the Transit Employee Protective Agreements, as codified in 49 U.S.C. 5310 and 29 CFR 215.

20. **Compliance with FTA Terms and Conditions.** The Agency shall not perform any act, fail to perform any act, or refuse to comply with any FDOT requests which would cause the Agency to be in violation of the FTA terms and conditions.

21. **Public Body Non-CTC Recipients.** An Agency may receive 5310 funds when the Community Transportation Coordinator (CTC) in the county is a private-for-profit entity. When the Agency accepts the 5310 funding, enters into a contract/PTGA with the Department, and then contracts with the CTC to provide enhanced mobility of seniors and individuals with disabilities in the same service area in which the CTC is providing non-sponsored trips for the Commission for the Transportation Disadvantaged (CTD), then the non-sponsored

human service transportation grant funds will be considered as eligible match for the 5310 funds. The Agency will be responsible for ensuring that the CTC meets all the requirements associated with the federal funds. The Agency will be responsible for ensuring that all dollars provided as match were for public transportation eligible trips. The public body must keep financial records that substantiate the eligibility of the match being provided and make that documentation available to the Department on request.

22. **Annual Performance Measures Report.** The Agency will submit an Annual Performance Measures Report. The Annual Performance Measures Report is due by January 31 of each year. The annual report will include both quantitative and qualitative information as available on each of the following measures:

    a) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities, measured in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support as a result of traditional Section 5310 projects implemented in the current reporting year.

    b) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services as a result of traditional Section 5310 projects implemented in the current reporting year.

23. **Transit Vehicle Inventory Management.** The Agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311 Section 5339 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Departmental programs.

Item 24 below is applicable to Sub-recipients that receive both, Section 5310 and 5311 funds.

24. **Annual Safety Certification.** When the Agency receives Section 5310 **and** Section 5311 funds, in accordance with Section 341.061, F.S., and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification stating that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan and has performed annual safety inspections of all buses operated.

Item 25 below is applicable to Sub-recipients that receive Section 5310 funds ONLY

25. **Delivery of Service Performance Requirements.** The Agency shall maintain a Transportation Operating Procedure (TOP) consistent with the template provided by the Department. The TOP must address minimum performance requirements related to service delivery for the following:

    a) Vehicle maintenance
    b) Minimum qualifications and training for drivers
    c) Safety standards
    d) Accident notification, and
    e) Substance abuse management.

    Failure to comply with the TOP will result in a requirement by the Department that the Agency develop a corrective action plan, to be approved by the Department. Failure by the Agency to achieve and maintain compliance may require the Department funded transportation services to cease operations. If the Department finds that a threat to public safety exists, the Department shall require all Department funded transportation services to cease operations.

26. **Reporting of Complaints, Grievances, and Resolutions.** The Agency must have an identified complaint and grievance process on file and must report to the Department on a quarterly basis all reported complaints, grievances, and resolutions.

27. **Agreements with contractors or subcontractors**. Pursuant to Section 341.041, F.S., the above Delivery of Service Performance Requirement and Reporting of Complaints, Grievances, and Resolutions, must be included in any agreement between the Agency and such entity's contractors or subcontractors that provide paratransit services.

-- ***End of Exhibit E*** –

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

Exhibit E2

PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.

2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:

    a. a brand or logo of the public transit provider,
    b. the official seal of the jurisdictional governmental entity, or
    c. a state agency public service announcement.

3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT H

AUDIT REQUIREMENTS FOR AWARDS OF FEDERAL FINANCIAL ASSISTANCE

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.513
CFDA Title: Enhanced Mobility of Seniors and Individuals with Disabilities

***Award Amount:** $400,000
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate: N/A
****Award is for R&D:** No

*The federal award amount may change with amendments
**Research and Development as defined at 2 CFR §200.87

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse.xhtml

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse.xhtml

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

UEI Confirmation

SAM.GOV®

LAKE COUNTY

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
NNPSKT8GRCU1	**3SXW7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 28, 2026**	
Physical Address	Mailing Address	
315 W Main ST **Tavares, Florida 32778-3813** **United States**	**PO Box 7800** **Tavares, Florida 32778-7800** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 11	**(blank) / (blank)**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 30, 2025	**Apr 28, 2025**	**Mar 26, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
May 1, 1887	**Sep 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**3SXW7**

EFT Indicator	CAGE Code
EMS1	**11ZQ7**

Points of Contact

Electronic Business

SHELLY WILLIAMS	**315 West Main Street** **Tavares, Florida 32778** **United States**
ALLISON TESLIA	315 W Main ST Tavares, Florida 32778 United States

Government Business

RONALD FALANGA	**315 W. Main Street** **PO Box 7800** **Tavares, Florida 32778** **United States**
SANDRA ROGERS	315 W. Main Street PO Box 7800 Tavares, Florida 32778 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**621910**	**Ambulance Services**

Disaster Response

This entity does not appear in the disaster response registry.

PUBLIC TRANSPORTATION GRANT AGREEMENT ADDENDUM

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ADDENDUM ("Addendum") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Lake County Board of County Commissioners County, Florida ("Agency").

-RECITALS-

1. The terms and provisions set forth in this Addendum are incorporated in and made part of the Public Transportation Grant Agreement, Financial Project Number: 452870-1-84-25 ("Grant Agreement") executed contemporaneously; and

2. This Addendum shall be merged into and made part of the Grant Agreement and both documents shall be collectively referred to herein as the "Agreement"; and

3. The sole purpose of this Addendum is to revise the indemnification provision of the Grant Agreement; and

4. In the event of any conflict or inconsistency between the Grant Agreement and this Addendum, the provisions of this Addendum shall control.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals are specifically incorporated by reference and made part of this Addendum.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. INDEMNIFICATION AND INSURANCE

The parties specifically agree that Paragraph18, subsection a. of the Grant Agreement is stricken in its entirety and replaced with the following:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to including the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the contractor/consultant and other persons employed or utilized by the contractor/consultant in the performance of this Agreement."

This indemnification shall survive the termination of this Agreement."

All other terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this Addendum, consisting of two (2) pages, exclusive of exhibits.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION ("Department")

By: _____
Name: Jim Stroz, P.E.
Title: District Five, Director of Transportation Development

_____
LEGAL REVIEW BY: J. Ryan Mahler, III, District Five Chief Counsel

AGENCY

By: _____
Name: Jill Brown
Title: Transit Director

_____
LEGAL REVIEW BY

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

DATE: 04/20/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42893
BY: Mercedes Ibarra-Sejba, Right-of-Way Agent II
SUBJECT: Approval to Proceed to Close on Road Easement Dedication from Blake's Ridge

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To proceed to closing on a road easement dedication from Blake's Ridge (DR-25024), which is in the City of Leesburg; and
2. To authorize the Chairman to execute any required closing documents.

The estimated fiscal impact is $1,500 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

BACKGROUND SUMMARY: Blake's Ridge is a single-family residential development located in the City of Leesburg and occupies Parcel IDs 32-20-24-0003-000-00700. The site occupies 72.33 acres and proposes 216 detached single-family homes on 55' X 120' lots. There will be a total of 25.14 acres of total open space.

Said site fronts County Road 48, also known as CR-48 (#2903), a Lake County (County) maintained road. The 48 Land Group LLC (Grantor) proposes improvements along CR-48 which will require dedication of additional right of way (ROW) to the County. The dedication will be by donation for a permanent road grading, trail, utility, and drainage easement from one parent tract.

The encumbrances affecting the dedication are as follows:
• Blanket Perpetual Utility Easement to Sumter Electric Cooperative Inc. recorded in O.R. Book 4830, Page 1423; however, staff will continue to work with the developer to get a partial release or subordination of the blanket easement.

The total cost to the County for this dedication will be for title settlement fees, title searches, title insurance and recording fees to facilitate dedication. The amount is approximately $1,500 and will be confirmed at closing.

CR-48 currently meets the total width requirements for a major collector road. Grantor will be dedicating a road easement for the purpose of road maintenance.

The staff recommends approval to proceed with closing on the dedication. If approved by the Board of County Commissioners (Board) to proceed, ROW staff will bring back

the recorded dedications after closing to the Board for final acceptance.

Fiscal Impact: $1,500 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Transportation Trust	1120	5055100	830490		$300.00
County Transportation Trust	1120	5055100	830310		$1,200.00

Advertised Date: Paper:

Attachments:

1.	Blakes's Ridge Agenda Maps

STAFF APPROVALS AND DATES:

Mercedes Ibarra-Sejba	Created/Initiated - 04/20/2026
Eric White	Approved - 04/23/2026
Michelle Wilkinson	Approved - 04/27/2026
David Hill	Approved - 04/28/2026
Kerri Andrews	Approved - 04/29/2026
Jeffrey Earhart	Approved - 04/30/2026
Grace Burgos	Approved - 05/01/2026
Roberto Bonilla	Approved - 05/05/2026
Ron Falanga	Approved - 05/05/2026
Kandace Pourbaix	Approved - 05/05/2026
Miranda Lanoue	Approved - 05/05/2026
Jaime Stewart	Approved - 05/05/2026
Rachel Bartolowits	Approved - 05/06/2026
Melanie Marsh	Approved - 05/08/2026
Jennifer Barker	Approved - 05/08/2026
Marisol Saldana	Final Approval - 05/08/2026

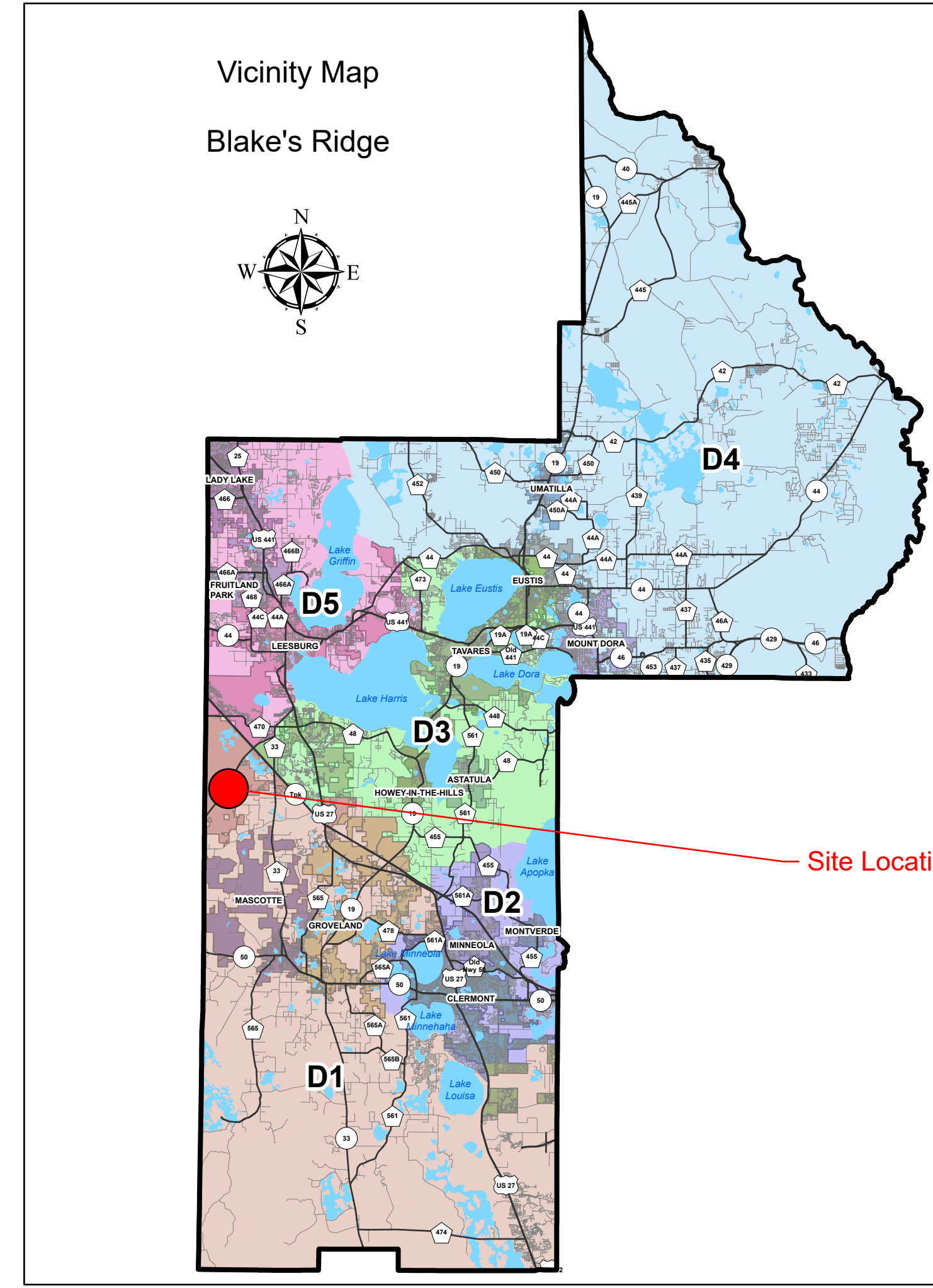
ACTION TAKEN BY BOARD:

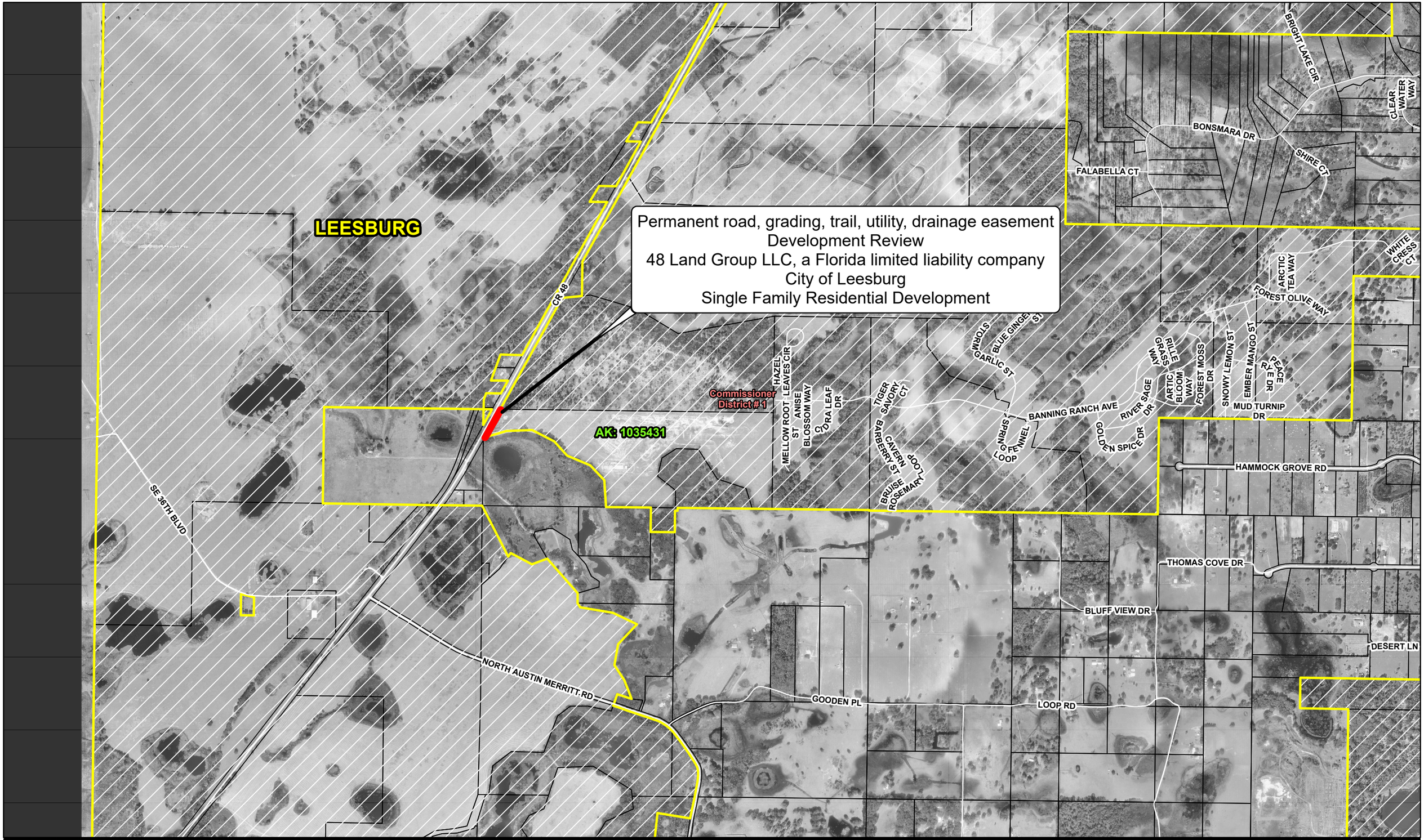
Action: New Continued/Deferred Until:

Other:

Vicinity Map

Blake's Ridge





SECTION	TOWNSHIP	RANGE
32	20	24

Prepared by: EJW Date: 04/21/2026

Scale: Not to Scale

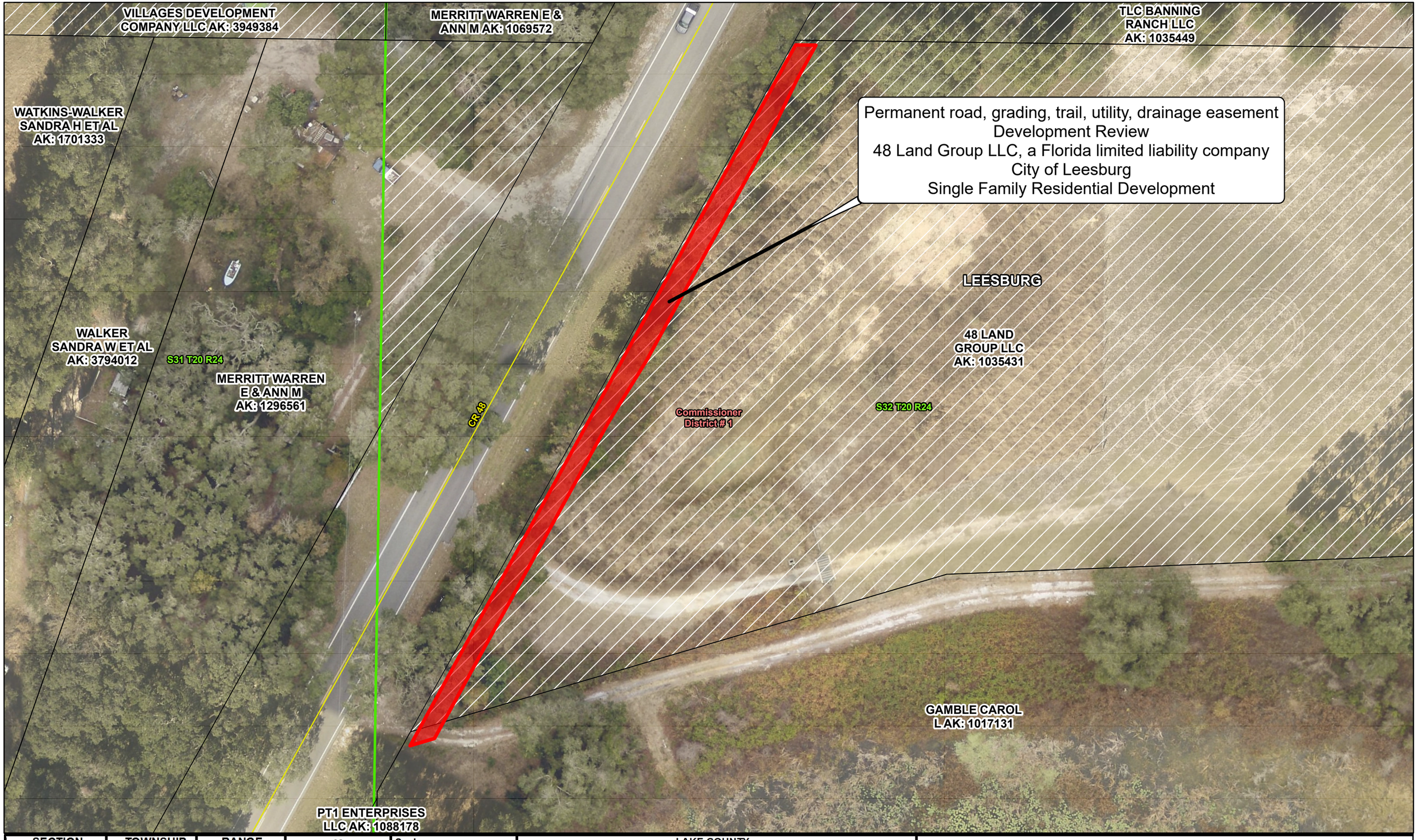
Paper Size (to scale): 17 x 11

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.

Blake's Ridge
Deed Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
32	20	24

Prepared by: EJW Date: 04/21/2026

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.

Blake's Ridge Deed Map

(2022 Aerial)

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

DATE: 04/23/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42937
Jeffrey Earhart, Engineering & Operations Director - Central District
BY: Rachel Grant, Right-of-Way Agent II
SUBJECT: Approval to Proceed to Close on Right-of-Way and Easement Dedication from Daniel Z. Wise Trustee for Hooks Street Extension Project

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To proceed to close on right-of-way and easement dedication from Daniel Z. Wise Trustee for the Hooks Street Extension Project, which is in the City of Clermont;
2. Approval of a Subordination of Utility Interests Agreement substantially similar to the form attached with Lake Apopka Natural Gas District, with County Attorney review and approval of the final form; and
3. To authorize the Chairman to execute any necessary closing documents.

The estimated fiscal impact is $800 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 2.

BACKGROUND SUMMARY: The subject property is located within the City of Clermont and is identified as Parcel ID 09-22-26-1100-038-00000. The site will front on the proposed Hooks Street (#1346) Extension and Hartle Road (#1362) which is maintained by Lake County. Daniel Z. Wise, Trustee et al. (“Grantor”), proposes to donate right-of-way (ROW) and an easement to Lake County (“County”) for the Hooks Street Extension Project.

The encumbrances affecting the dedication are as follows:

1. Utility Easement — 10 foot grading, drainage and utility easement along the westerly right of way line of Hartle Road. ORB 5013 PG 1921.
2. Permanent Slope and Access Easement — Along Hartle Road's easterly boundary of the property; 15 feet along the westerly and 15 feet along the easterly sides of Hartle Road. ORB 3776 PG 2179. Staff will continue to try to work with the Grantor to get this item released.
3. Utility Easement — Along Hartle Road's easterly boundary of the property; 15 feet along the westerly and 15 feet along the easterly sides of Hartle Road. ORB 3776 PG 2171. Staff will work with the Grantor to try to get this subordinated or released.

The total cost to the County will be for title settlement fees, title searches, title insurance and recording fees to facilitate the dedication. The amount is approximately $800 and will be confirmed at closing.

Hooks Street is classified as a local road and is designated as an Urban Major Collector, with a required ROW width of 100 feet. The Grantor will dedicate this width, along with an additional 20 feet for a utility easement. The Grantor is donating the necessary ROW to support the construction of the Hooks Street Extension Project.

The staff recommends approval to proceed with closing the dedication. If approved by the Board of County Commissioners (Board) to proceed, ROW staff will bring back the recorded dedications after closing to the Board for final acceptance.

Fiscal Impact: $800 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Transportation Trust	1120	5055100	830310		$400.00
County Transportation Trust	1120	5055100	830490		$400.00

Advertised Date: Paper:

Attachments:

1.	Daniel_Wise_Hooks_St_Deed_Map_Vicinity
2.	Daniel_Wise_Hooks_St_Deed_Map_Small_Scale 17 x 11
3.	Daniel_Wise_Hooks_St_Deed_Map 17 x 11
4.	Subordination of Utility Interests_05-15-26

STAFF APPROVALS AND DATES:

Rachel Grant	Created/Initiated - 04/23/2026
Michelle Wilkinson	Approved - 04/27/2026
Jeffrey Earhart	Approved - 04/28/2026
David Hill	Approved - 04/28/2026
Kerri Andrews	Approved - 04/29/2026
Roberto Bonilla	Approved - 04/29/2026
Ron Falanga	Approved - 04/29/2026
Kandace Pourbaix	Approved - 04/29/2026
Miranda Lanoue	Approved - 04/29/2026
Jaime Stewart	Approved - 04/29/2026
Rachel Bartolowits	Approved - 05/01/2026
Melanie Marsh	Approved - 05/01/2026
Jennifer Barker	Approved - 05/05/2026
Marisol Saldana	Final Approval - 05/05/2026

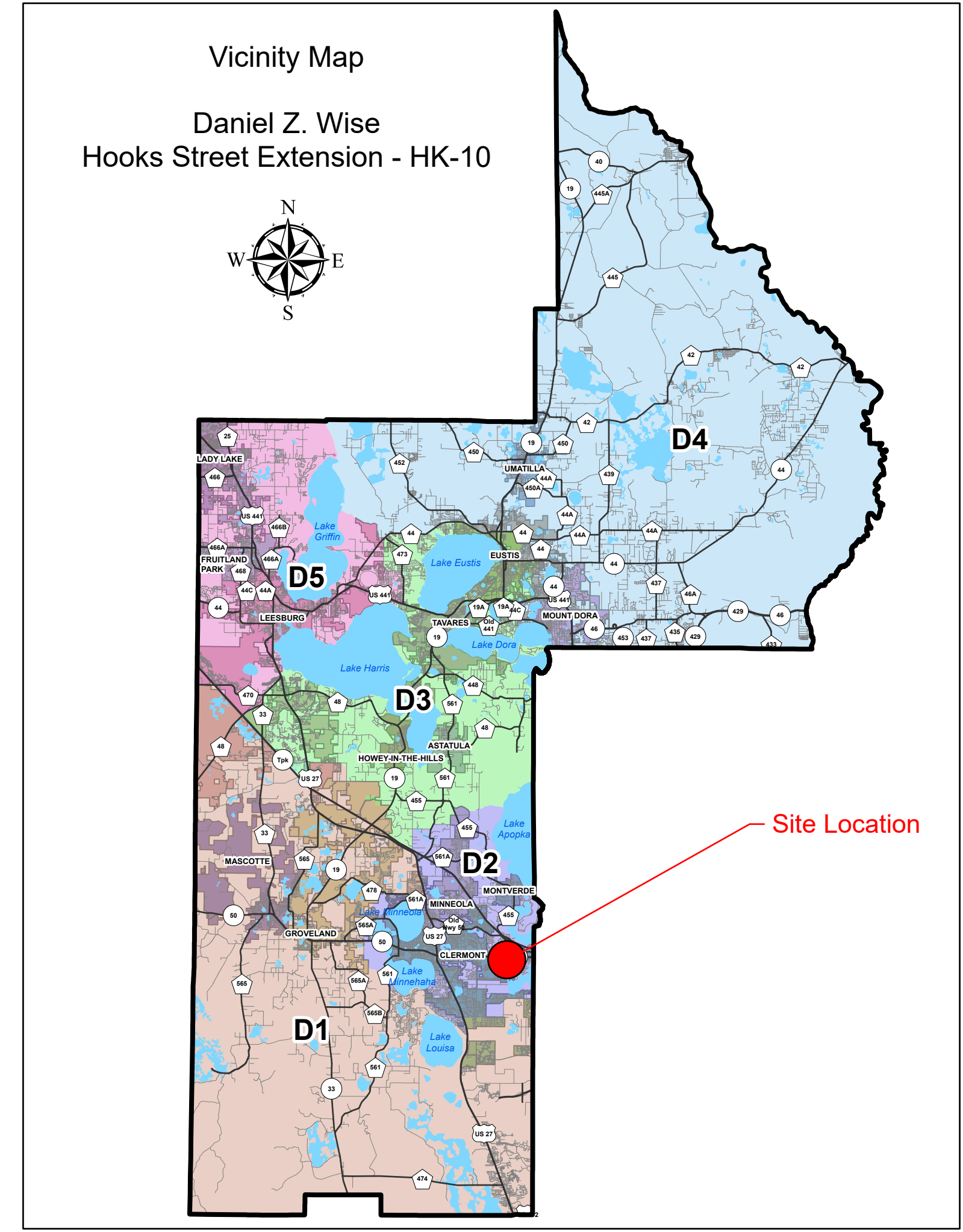
ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Vicinity Map

Daniel Z. Wise
Hooks Street Extension - HK-10



Statutory Warranty Deed
Donation
Daniel Z. Wise, Trustee et al
City of Clermont

Easement
Donation
Daniel Z. Wise, Trustee et al
City of Clermont

Commissioner District #2

AK: 1648157

CLERMONT

OAKLEY SEAVER DR
HIDDEN LAKE CIR
MESA VERDE CT
SUMMIT GREENS BLVD
EVEREST ST
HIDDEN BLF
SAUSALITO CIR
RIVER RUN CT
SOUTH GREATER HILLS BLVD
ASPEN PEAK CT
BAY LAKES TRL
CHARTER OAKS TRL
CARRIAGE HILL CT
PINNACLE CT
CEDAR BLF
N HANCOCK RD
PRIVATE DR
LEGENDS WAY
E HWY 50
SR 50
PRIVATE DR
HANCOCK RD
HOOKS ST
HOLLY BERRY CIR
CEDARIDGE CIR
PINE SHADOW LN
BOND ST
SUNBURY ST
STONEGATE CT
LOBLOLLY LN
PINE VALLEY BLVD
SHORT LEAF CT
SCOTTISH PINE LN
GREATER PINES BLVD
CREST WAVE DR
APACHE CIR
NAVAHO TRL
ARAPAHO WAY
ORANGE LAKE BLVD
CHEROKEE CIR
CHEYENNE LOOP
GRANVILLE AVE
EMIL JAHNA RD
FLORIGOLD GROVE
VALENCIA BLOSSOM ST
WILD MULBERRY DR
BLUE VALLEY ST
SATIN LEAF ST
HURSTON WATCH LN
AMBERSWEET PL
ANGELONIA THORN WAY
FIREBUSH WAY
ALLEY
GARDEN BELLE DR
LOBLOLLY BAY ST
RIVER SPRINGS BLVD
FIDDLEWOOD CT
WOODWARD HILL CT
HARTLE GROVES PL
FEALY WAY
RAY GOODGAME PKY
MYERS CT
LAGOON CT
HORIZON CT
LANESBORO CT
SPRING RUN
MISTY BAY CT
ALLEY
HARTLE RD
LAKE SHERMAN DR
AUSTIN COVE CT
MEREDREW LN
BREEZE BAY CT
MAGNOLIA BAY BLVD
BAY CLUB DR
MAGNOLIA ISLAND BLVD
CR 455
LAKE TRAIL DR
GREAT LAWN WAY
CENTRAL GROVE WAY
TRAIL SPUR WAY
AUTO PLEX LN
FLORIDA TURNPIKE
OLD HWY 50
COLLINA TER
PLAZA COLLINA BLVD
MAGNOLIA POINTE BLVD
HILLTOP GROVES BLVD
GOOD HEARTH BLVD
RIO DOURADO WAY
PRIVATE DR
PAGONIA RD
CASTLEHILL RD
LARANJA ST
PITANGA ST
CAJU RD
CEDAR VALLEY CIR
WILLOW HILLS LN
ABBEY HILL CT
GOOD HEARTH BLVD
GATHERING PLACE
GATHERING PLACE CIR
CERCIS LOOP
LAGERSTROM WAY
GORDONIA WAY
MARTINIQUE CT
CHATEAU PINE WAY
PROMENADE DR
MONET CT
FONTAINEBLEAU DR
PICASSO PL
MANDARIN CIR
SATSUMA CIR
SUMMER OAK LN
WHISPER BAY DR
SUNSET TER
WOODFAIR DR
NORTH SUNSET TER
MAGNOLIA VIEW DR
SUMMER SUN CT
TAILFEATHER CT
HIDDEN BEACH WAY
SUMMER LAKE WAY
SOUTH SUNSET TER
SUBURBAN TER
TIGER LILLY CT
COBBLESTONE LN
SECRET HOLLOW LOOP
SHADY RETREAT LOOP
HIGHLAND WOODS DR
MAGNOLIA VALLEY DR
BLOSSOM VALLEY DR
SERENE VALLEY DR
HICKORY WIND DR
CRESTMONT BLVD
SHADY HOLLOW LOOP
WOODSEDGE WAY

SECTION	TOWNSHIP	RANGE
26	22	26

Prepared by: EJW Date: 04/22/2026

Scale: Not to Scale

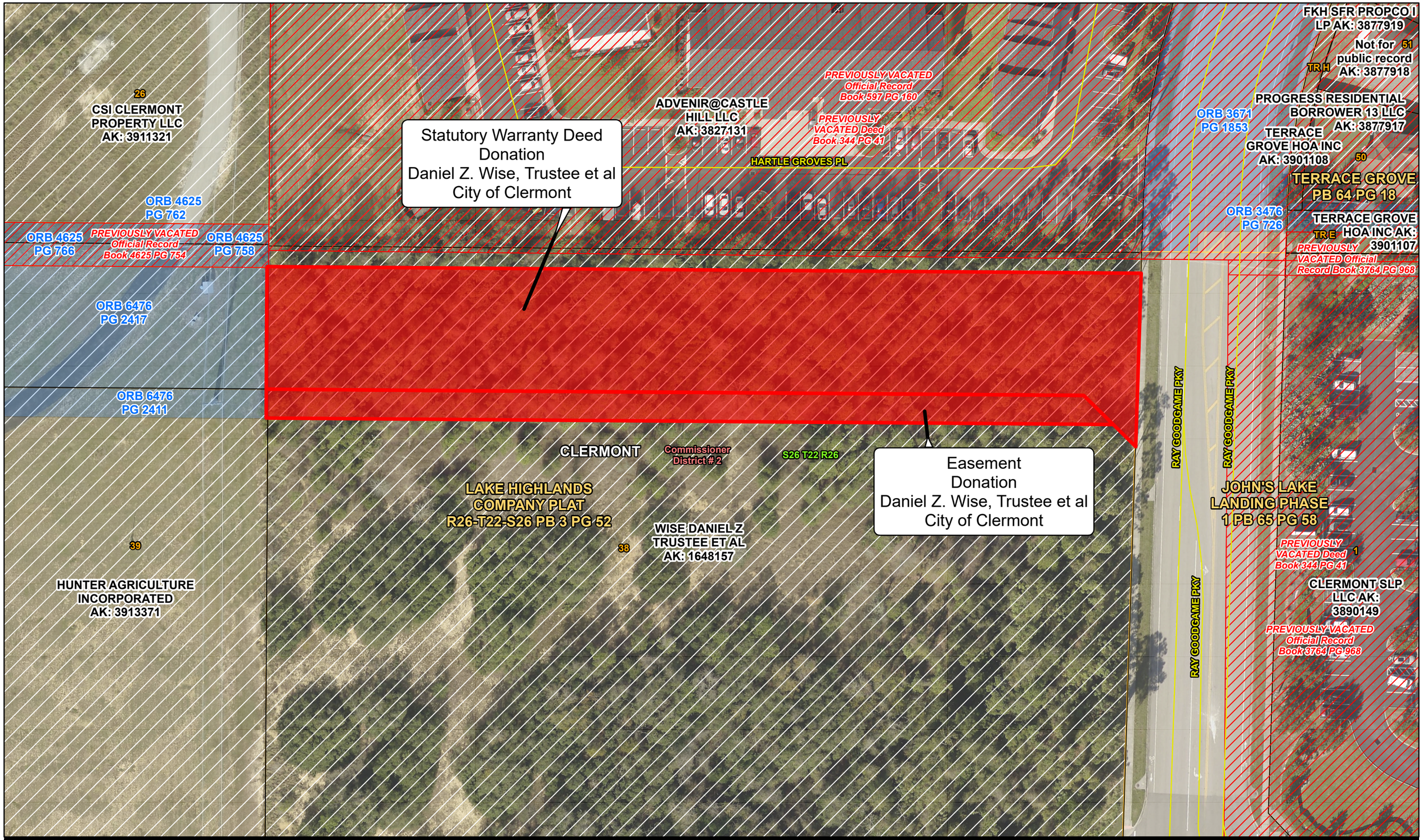
Paper Size (to scale): 17 x 11

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.

Daniel Z. Wise - Hooks Street Extension - HK-10
Deed Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
26	22	26

Prepared by: EJW Date: 04/22/2026

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.

Daniel Z. Wise - Hooks Street Extension - HK-10
Deed Map

(2022 Aerial)

09-22-26-1100-0380-00000
Hooks Street (Road #1346)
Hooks Street Extension (HK-10 RW)

This instrument prepared by:
Lake County Right of Way Dept. (mw)
P.O. Box 7800, Tavares, FL 32778
Return to:
Lake County Right of Way Dept.
P.O. Box 7800, Tavares, FL 32778

SUBORDINATION OF UTILITY INTERESTS

THIS SUBORDINATION OF UTILITY INTERESTS AGREEMENT, entered into this ____ day of _____, 2026, by and between Lake County, a political subdivision of the State of Florida, hereinafter called the "County," and Lake Apopka Natural Gas District, hereinafter called "Utility;" collectively the "Parties."

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for roadway purposes; and

WHEREAS, the proposed use of these lands for roadway purposes will require subordination of the interest claimed in such lands by Utility to the County; and

WHEREAS, the County acknowledges that the Utility has a gas line which falls within the certain lands that have been determined necessary for roadway purposes.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, the Parties hereto agree as follows:

1. **Subordination**. The Utility hereby subordinates to the interest of County, its successors, and/or assigns, any and all of its interest in the lands as follows:

AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

and within a certain Utility Easement by Johns Lake, LLC, dated May 20, 2009, recorded in Official Records Book 3776, Page 2171, Public Records of Lake County, Florida, which may have been utilized to place the Utility's gas lines. The area within this paragraph shall be the "Subordinated Area."

2. **County Rights Superior.** Upon execution of this conveyance of this Subordination Agreement, the Utility agrees the County's Right-of-Way rights shall be superior to the Utility's rights. Furthermore, the County shall reserve the right to construct, operate, maintain, improve and relocate its Right of Way facilities within the Subordinated Area.

3. **Modification and Relocation of Facilities.** Any new construction or relocation of Utility facilities within the Subordinated Area will be subject to prior written approval by the County which will not be unreasonably withheld. Should the County require the Utility to alter, remove, adjust or relocate its facilities located within any portion of the Subordinated Area, the Utility hereby agrees to pay all costs of such alteration, adjustment, relocation or removal at its sole cost and expense. The Utility agrees to obtain a Right of Way utilization permit, if required, and notify the County in writing within fourteen (14) days of any anticipated work.

4. **Damages To Facilities, Repairs and Indemnification.** Each Party will exercise all reasonable precautions to avoid damage to the other Party's facilities. The Utility agrees to repair any damage to County's facilities arising out of or resulting from the construction, operation, inspection, maintenance, repair, removal, alteration, or replacement of Utility's facilities within the Subordinated Area. The County shall assume no responsibility or liability for the maintenance, repair, or safe operation of Utility's facilities. The Utility further agrees to indemnify the County against any loss or damage resulting from the Utility's exercise of its rights.

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh
Lake County Attorney

IN WITNESS WHEREOF, Grantor has executed this instrument in the manner provided by law, on the day and year first above written. Signed, Sealed, and Delivered in our presence as witnesses:

Witnesses:

1. Sign:_____

Print Name_____

Mailing Address:_____

2. Sign:_____

Print Name:_____

Mailing Address:_____

Grantor(s):

Lake Apopka Natural Gas District

By:_____
Printed Name:_____
Its:_____

Mailing Address: 1320 Winter Garden Vineland Road, Winter Garden, FL 34787

OR:
ATTEST:

Sign: _____

Print Name and Title:_____ (Seal)

State of _____)
County of _____)

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this _____day of _____, 2026, by _____, on behalf of Lake Apopka Natural Gas District who is personally known to me or who has produced _____as identification.

_____
Notary Public-State of Florida
Print Name: (SEAL)
My Commission Expires:

EXHIBIT "A"

PROJECT: HOOK STREET EXTENSION
OWNER: DANIEL Z. WISE
PARCEL NO.: 108
ALTERNATE KEY: 1648157

SKETCH OF DESCRIPTION

PROJECT PARCEL NO.:108

DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

COMMENCE AT A FOUND 6"X6" CONCRETE MONUMENT, MARKING THE EAST 1/4 CORNER OF SECTION 27, TOWNSHIP 22, RANGE 26 EAST; THENCE RUN S 89°33'46" E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, FOR A DISTANCE OF 1,330.60 FEET TO A FOUND 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 68", LOCATED IN THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, SAID CORNER ALSO BEING THE POINT OF BEGINNING (P.O.B.); THENCE, CONTINUE S 89°33'46" E ALONG SAID NORTH LINE OF SOUTHWEST 1/4 OF SECTION 26, FOR A DISTANCE OF 605.92 FEET TO A FOUND NAIL IN THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF HARTLE ROAD, A 100' RIGHT OF WAY ROADWAY; THENCE, RUN S 01°48'25" W ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 135.29 FEET TO A POINT ON SAID LINE; THENCE, DEPARTING SAID LINE, RUN N 45°21'51" W, FOR A DISTANCE OF 50.56 FEET TO A POINT ON A LINE; THENCE, RUN N 89°33'46" W FOR A DISTANCE OF 566.21 FEET TO A POINT ON A LINE, THENCE, RUN N 00°18'41" E, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING 61,115 SQUARE FEET, OR 1.403 ACRES, MORE OR LESS.

LEGEND:

Δ =	CURVE DELTA	(F) =	FIELD	P.O.C. =	POINT OF COMMENCEMENT
▲ =	DESCRIPTIVE POINT	F.B. =	FIELD BOOK	℄ =	PROPERTY LINE
C# =	CURVE NUMBER (SEE CURVE TABLE)	FND =	FOUND	PRC =	POINT OF REVERSE CURVATURE
(C) =	CALCULATED	L# =	LINE NUMBER (SEE LINE TABLE)	PT =	POINT OF TANGENCY
(C & D) =	CALCULATED & DEED	L =	LENGTH OF CURVE	RNG =	RANGE
CB =	CHORD BEARING	MON. =	MONUMENT	R/W =	RIGHT-OF-WAY
CH =	CHORD DISTANCE	(NO ID.) =	NO IDENTIFICATION	R =	RADIUS
CCR =	CERTIFIED CORNER RECORD	O.R.B. =	OFFICIAL RECORDS BOOK	SEC. =	SECTION
CONC. =	CONCRETE	PB =	PLAT BOOK	SQ. FT. =	SQUARE FEET
DB =	DEED BOOK	PC =	POINT OF CURVATURE	T =	TANGENT
DWG. =	DRAWING	PCC =	POINT OF COMPOUND CURVATURE	TWP =	TOWNSHIP
D =	DEGREE	PG. =	PAGE	W/ =	WITH
(D) =	DEED	P.O.B. =	POINT OF BEGINNING		

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, WITH A BEARING OF S 89°33'46" E, SAID LINE FOUND IN THE FIELD AND CONSIDERED A WELL MONUMENTED LINE.

2. THIS "SKETCH OF DESCRIPTION" WAS PERFORMED WITHOUT THE BENEFIT OF A LEGAL OPINION OF TITLE WHICH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL(S) AS SHOWN HEREON.

3. I HEREBY CERTIFY THAT THE "SKETCH AND DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

4. THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ORIGINAL DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5. CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE REQUIRES THAT A LEGAL DESCRIPTION DRAWING BEAR THE NOTATION THAT: THIS IS NOT A SURVEY.

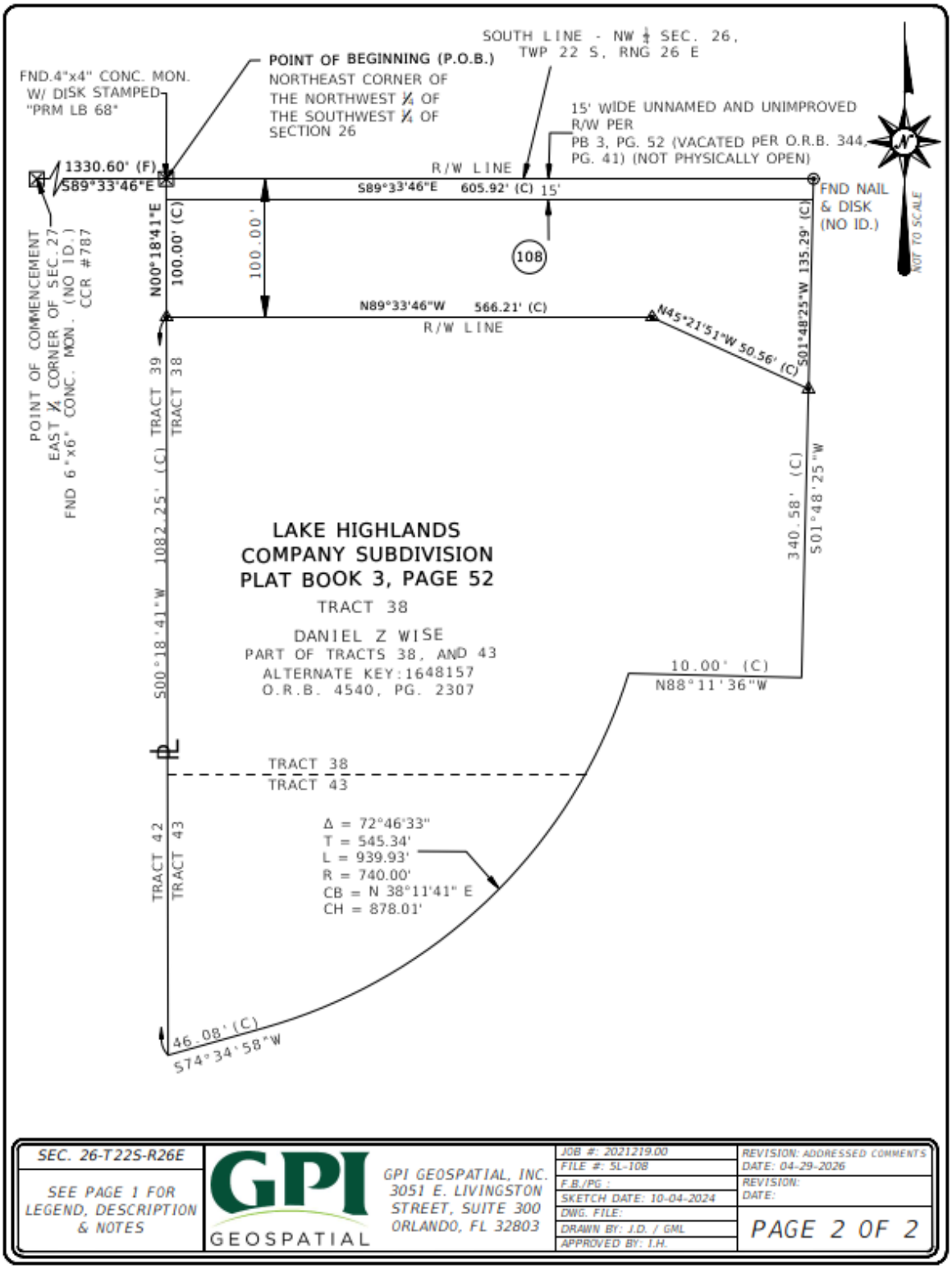
Ivan R. Hernandez License Number 7016 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Ivan R Hernandez Date: 2026.04.29 16:46:15-04'00'

IVAN R. HERNANDEZ, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. 7016

SEC. 26-T22S-R26E	GPI GEOSPATIAL, INC. 3051 E. LIVINGSTON STREET, SUITE 300 ORLANDO, FL 32803	JOB #: 2021219.00	REVISION: ADDRESSED COMMENTS
		FILE #: SL-108	DATE: 04-29-2026
SEE PAGE 2 FOR SKETCH		F.B./PG.:	REVISION:
		SKETCH DATE: 10-04-2024	DATE:
		DWG. FILE:	PAGE 1 OF 2
		DRAWN BY: J.D. / GML	
		APPROVED BY: I.H.	

EXHIBIT "A"



SEC. 26-T22S-R26E SEE PAGE 1 FOR LEGEND, DESCRIPTION & NOTES	GPI GEOSPATIAL GPI GEOSPATIAL, INC. 3051 E. LIVINGSTON STREET, SUITE 300 ORLANDO, FL 32803	JOB #: 2021219.00 FILE #: SL-108 F.B./PG.: SKETCH DATE: 10-04-2024 DWG. FILE: DRAWN BY: J.D. / GML APPROVED BY: T.H.	REVISION: ADDRESSED COMMENTS DATE: 04-29-2026 REVISION: DATE: PAGE 2 OF 2

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

DATE: 04/23/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42938
Jeffrey Earhart, Engineering & Operations Director - Central District
BY: Rachel Grant, Right-of-Way Agent II
SUBJECT: Approval to Proceed to Close on Right-of-Way and Drainage Easement Dedication from Waterbrooke Homeowner's Association, Inc. for the Hooks Street Extension Project

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To proceed to close on right-of-way and easement dedication from Waterbrooke Homeowner's Association, Inc. for the Hooks Street Extension Project, which is in the City of Clermont; and
2. To authorize 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 2.

BACKGROUND SUMMARY: The subject property is located within the City of Clermont and is identified as Parcel ID 27-22-26-0202-00W-00000, 27-22-26-0200-00D-00000, 27-22-26-0200-00R-00000. The site will front on the proposed Hooks Street (#1346) which is maintained by Lake County and that portion of Emil Jahna Road (#1358) maintained by the Waterbrooke Homeowner’s Association, Inc. (“Grantor”). The Grantor proposes to donate right-of-way (ROW) and a drainage easement to Lake County (“County”) for construction of a roundabout for the Hooks Street Extension Project.

The encumbrances affecting the dedication are as follows:

1. Easement - Easement in favor of Duke Energy Florida, LLC., over all platted utility easements in Waterbrooke Phase 1. ORB 5104 PG 799.
2. Distribution Easement - A blanket distribution easement for Florida Power Corporation. ORB 936 PG 1882.
3. Utility Easement - 10 Feet on the easterly side of Emil Jahna Road for the right of way and drainage easement. ORB 5292 PG 1913.
4. Platted Easement - 20-foot drainage easement shown on plat in Tract R on the westerly side of Emil Jahna Road. Plat Book 69 Page 53.
5. Platted Easement - 10-foot drainage utility easement and a 20-foot Grading and Drainage Utility Easement on plat and in Tract W on the easterly side of Emil Jahna Road. Plat Book 71 Pg 85.

6. Shared Access Easement- 100-foot non-exclusive perpetual easement on Emil Jahna Road from the property north of Waterbrooke HOA, Inc. known as UP Fieldgate US Investments, for the benefit of both properties, for ingress and egress, to, from, and between State Road 50 and Grantor's property. ORB 69 PG 53.

The total cost to the County will be for title settlement fees, title searches, title insurance and recording fees to facilitate the dedication. The amount is approximately $800 and will be confirmed at closing.

Hooks Street is classified as a local road and is designated as an Urban Major Collector, with a required ROW width of 100 feet. The Grantor is donating the necessary ROW and drainage easement to support the construction of a roundabout for the Hooks Street Extension Project. If approved by the Board of County Commissioners (Board) to proceed, ROW staff will bring back the recorded dedications after closing to the Board for final acceptance.

Fiscal Impact: $800 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Transportation Trust	1120	5055100	830310		$400.00
County Transportation Trust	1120	5055100	830490		$400.00

Advertised Date: Paper:

Attachments:

1.	Hooks_St_Extension_Waterbrook_Deed_Map_Vicinity
2.	1 Hooks_St_Extension_Waterbrook_Deed_Map_Small_Scale 17 x 11
3.	2 Hooks_St_Extension_Waterbrook_Deed_Map 17 x 11

STAFF APPROVALS AND DATES:

Rachel Grant	Created/Initiated - 04/23/2026
Michelle Wilkinson	Approved - 04/27/2026
Jeffrey Earhart	Approved - 04/28/2026
David Hill	Approved - 04/28/2026
Kerri Andrews	Approved - 04/29/2026
Roberto Bonilla	Approved - 04/29/2026
Ron Falanga	Approved - 04/29/2026
Kandace Pourbaix	Approved - 04/29/2026
Miranda Lanoue	Approved - 04/29/2026
Jaime Stewart	Approved - 04/29/2026
Rachel Bartolowits	Approved - 05/01/2026
Melanie Marsh	Approved - 05/01/2026
Jennifer Barker	Approved - 05/05/2026
Marisol Saldana	Final Approval - 05/05/2026

ACTION TAKEN BY BOARD:

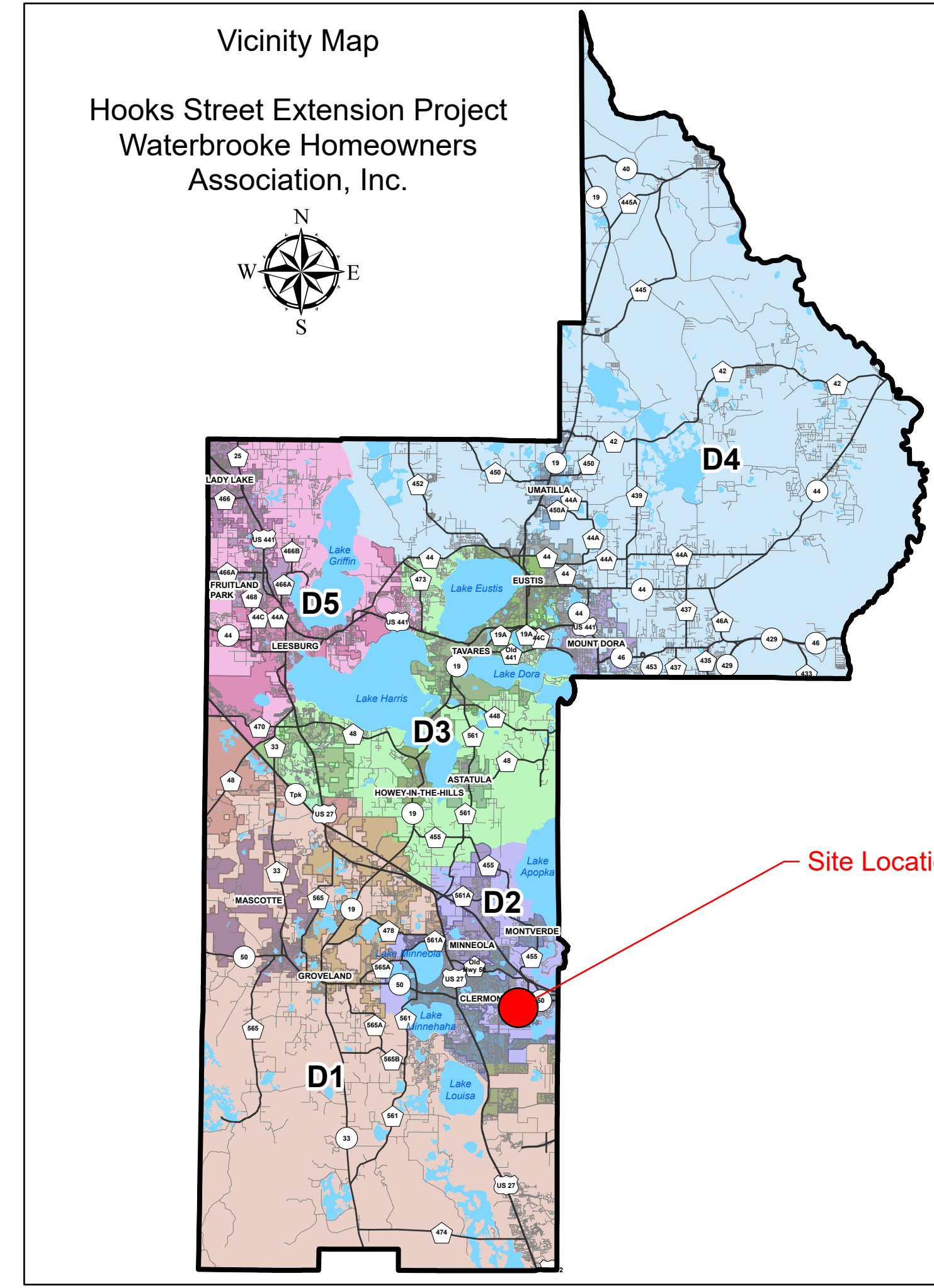
Action: New

Continued/Deferred Until:

Other:

Vicinity Map

Hooks Street Extension Project
Waterbrooke Homeowners Association, Inc.



Hooks Street Extension Project
Waterbrooke Homeowner's Association, Inc.
Statutory Warranty Deed
Drainage Easement
Dedication
City of Clermont

Commissioner District # 2

CLERMONT

AK: 3909843

AK: 3917844

AK: 3909838

SECTION	TOWNSHIP	RANGE
27	22	26

Prepared by: EJW Date: 04/23/2026

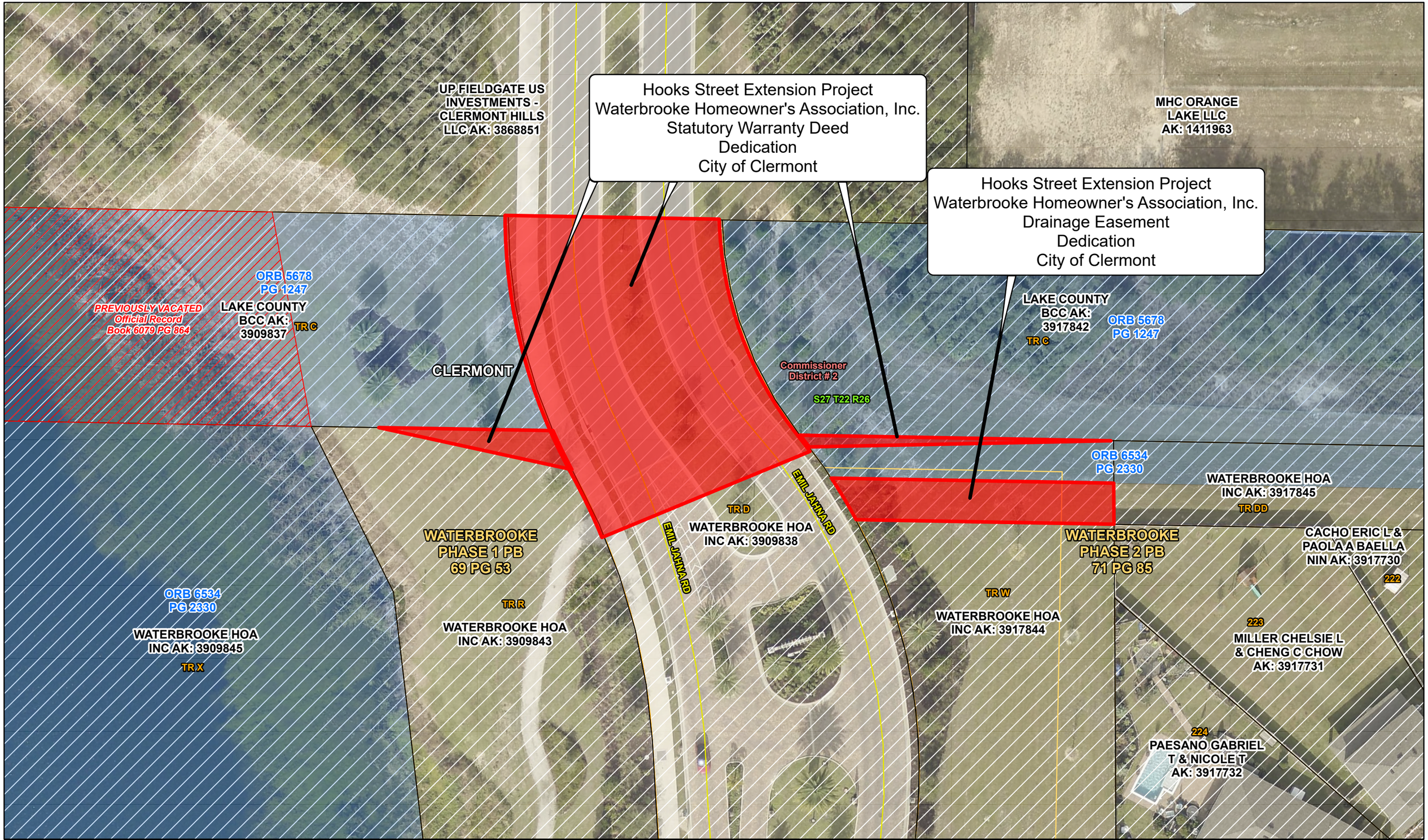
Scale: Not to Scale

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.

Hooks Street Extension Project
Waterbrooke Homeowners Association, Inc.
Agenda Acceptance Map Small Scale (2022 Aerial)



SECTION	TOWNSHIP	RANGE
27	22	26

Prepared by: EJW Date: 04/23/2026

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

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Hooks Street Extension Project
Waterbrooke Homeowners Association, Inc.
Agenda Acceptance Map

(2022 Aerial)

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

DATE: 05/06/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42964
Jeffrey Earhart, Engineering & Operations Director - Central District
BY: Rachel Grant, Right-of-Way Agent II
SUBJECT: Approval to Proceed to Close on Right-of-Way Purchase from Hartwood Pines Homeowners Association, LLC. for the Hartwood Marsh Road Widening Project.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To proceed to close on the deeded right-of-way purchase for Hartwood Pines Homeowners Association, LLC., for the Hartwood Marsh Road Widening Project, which is in the City of Clermont; and
2. To authorize the Chairman to execute any required closing documents.

The estimated fiscal impact is $1,500 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 2.

BACKGROUND SUMMARY: The subject property is located within the City of Clermont and is identified as Parcel ID 09-22-26-1100-0380-0000. The site fronts Hartwood Marsh Road (#0854) and Hancock Road (#1254), both of which are maintained by Lake County ("County"). The County is purchasing the Right-of-Way (ROW) for $700 and is in the process of entering into a Purchase Agreement with Hartwood Pines Homeowners Association, LLC., for construction of a 12-foot wide multi-use path for the Hartwood Marsh Road Widening Project, a copy of the draft Purchase Agreement is attached.

The encumbrances affecting the purchase are as follows:

- Declaration recorded in ORB 2275, PG 422; Amendment recorded in ORB 2451, PG 2130 and ORB 2462, PG 1647, By-Laws recorded in ORB 2152, PG 132, Release of Right of First Refusal recorded in O.R. Book 3089, Page 928, Public Records of Lake County, Florida, which contain provisions creating easements and/or assessments.
- Rezoning Implementation Agreement recorded in O.R. Book 2046, Page 2041, Public Records of Lake County, Florida.

The total cost to the County will be for the purchase, title settlement fees, title searches, title insurance and recording fees to facilitate the acquisition. The amount is approximately $1,500 ($700 for the purchase price plus approximately $800 for the

closing fees) and will be confirmed at closing.

Hartwood Marsh Road and Hancock Road are classified as local roads and are designated as an Urban Major Collector, with a required ROW width of 100-feet. The purchase of the ROW is necessary to support the construction of a 12-foot wide multi-use path for the Harwood Marsh Road Widening Project.

The staff recommends approval to proceed with closing the purchase. If approved by the Board of County Commissioners (Board) to proceed, ROW staff will bring back the recorded deed after closing to the Board for final acceptance.

Fiscal Impact:
$1,500 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
SOUTH TRANSPORTATION BENE DST	1157	5056670	860674	50081	$1,500.00

Advertised Date: Paper:

Attachments:

1.	Hartwood_Marsh_Road_Widening_Hartwood_Pines_HOA_Deed_Map_Vicinity
2.	Hartwood_Marsh_Road_Widening_Hartwood_Pines_HOA_Deed_Map_Small_Scale 17 x 11
3.	Hartwood_Marsh_Road_Widening_Hartwood_Pines_HOA_Deed_Map 17 x 11
4.	Draft Purchase Agreement_Hartwood Pines HOA 04-16-26

STAFF APPROVALS AND DATES:

Rachel Grant	Created/Initiated - 05/06/2026
Michelle Wilkinson	Approved - 05/07/2026
Jeffrey Earhart	Approved - 05/07/2026
David Hill	Approved - 05/07/2026
Kerri Andrews	Approved - 05/07/2026
Roberto Bonilla	Approved - 05/07/2026
Ron Falanga	Approved - 05/07/2026
Kandace Pourbaix	Approved - 05/07/2026
Miranda Lanoue	Approved - 05/07/2026
Jaime Stewart	Approved - 05/07/2026
Michelle Wilkinson	Approved - 05/07/2026
Rachel Bartolowits	Approved - 05/07/2026
Melanie Marsh	Approved - 05/08/2026
Jennifer Barker	Approved - 05/08/2026
Marisol Saldana	Final Approval - 05/08/2026

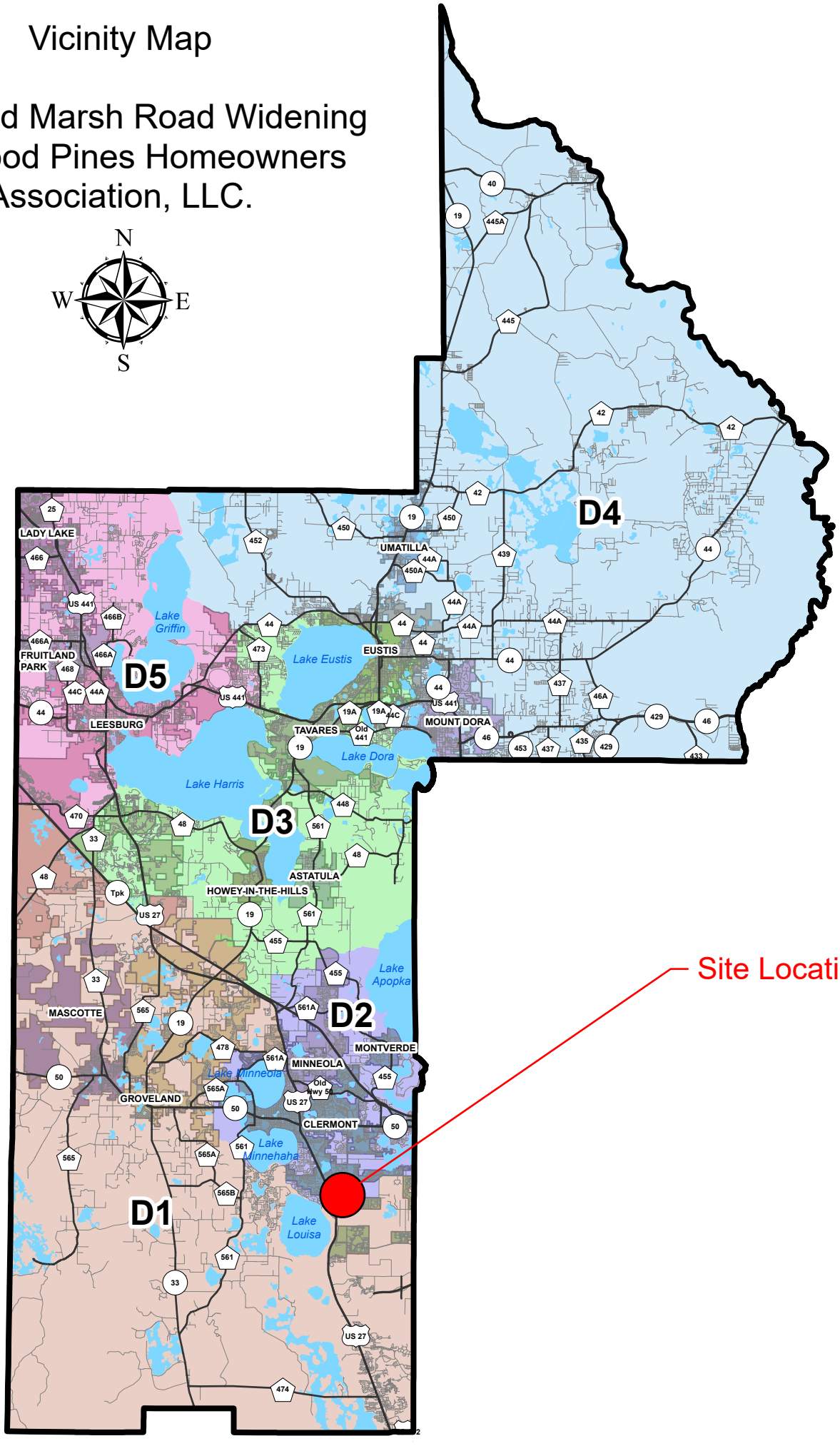
ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred Until:

Vicinity Map

Hartwood Marsh Road Widening
Hartwood Pines Homeowners Association, LLC.



Hartwood Marsh Road Widening Project
Statutory Warranty Deed
Hartwood Pines Homeowners Association, LLC.
City of Clermont

CLERMONT

AK: 3926212

Commissioner District # 1

SECTION	TOWNSHIP	RANGE
09,10	23	26

Prepared by: EJW Date: 05/05/2026

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
Hartwood Pines Homeowners Association, LLC.
Agenda Acceptance Map Small Scale (2022 Aerial)

Hartwood Marsh Road Widening Project
Statutory Warranty Deed
Hartwood Pines Homeowners Association, LLC.
City of Clermont

TR E
KINGS RIDGE
COMMUNITY ASSN
INC AK: 3925466

CAMBRIDGE AT KINGS
RIDGE SUB, CLERMONT
PB 41 PG 43

TR B

S09 T23 R26

KINGS RIDGE
COMMUNITY ASSN
INC AK: 3925463

ORB 3228
PG 2203

TR F

ORB 1644
PG 2150

HANCOCK RD

ORB 1399
PG 194

CLERMONT

HARTWOOD
PINES HOA INC
AK: 3926212
TR D

Commissioner
District # 2

HARTWOOD
PINES HOA INC
AK: 3816458

TR B

HARTWOOD PINES
SUB, CLERMONT
PB 48 PG 85

20

LEE ELAINE
AK: 3816423

S10 T23 R26

HARTWOOD MARSH RD

Commissioner
District # 1

ORB 6028 PG 2027 HARTWOOD LANDING PB 75 PG 22 TR K

ORB 4131
PG 139

ORB 4131
PG 136

ORB 393
PG 935

ORB 6451
PG 637

SECTION	TOWNSHIP	RANGE
09,10	23	26

Prepared by: EJW Date: 05/05/2026

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

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Hartwood Marsh Road Widening
Hartwood Pines Homeowners Association, LLC.
Agenda Acceptance Map

(2022 Aerial)

LAKE COUNTY
PURCHASE AGREEMENT
FOR PROPERTY

Project:	Hartwood Marsh Road Widening Project
County:	Lake
RW Parcel(s) No.:	10-23-26-0800-00B-00000
	10-23-26-0800-00D-00000
Interest Conveyed:	Fee Simple

THIS AGREEMENT made the _____ day of _____, 2026, by **Hartwood Pines Homeowners Association, Inc., a Florida not for profit corporation**, hereinafter called the "Seller" whose address for notices is 2180 West State Road 434, Suite 5000, Longwood, Florida 32779 and **Lake County, a Political subdivision of the State of Florida,** hereinafter called the "Buyer;"

WITNESSETH

For and in consideration of mutual covenants and conditions herein contained, Seller agrees to sell, and Buyer agrees to buy the following described property in fee simple as shown on **Exhibit A**, attached hereto and incorporated herein, upon the following terms and conditions:

I. DESCRIPTION:

A. Real estate or interest therein, identified below as a portion of Tax Parcel No. 10-23-26-0800-00B-00000 and 10-23-26-0800-00D-00000, as described in Exhibit A, attached hereto (herein referred to as the "Premises" or "Property").

B. In the event the Buyer determines that the property cannot be used for its intended purpose, the County shall have the option to terminate this agreement within ten (10) days written notice to the Seller.

II. PURCHASE PRICE:

A. Amount to be paid by Buyer to Seller at closing including all fees and costs: Seven Hundred Dollars and 00/100 **($700.00).**

B. Itemized purchase price, fees and costs:

Right of Way Dedication in Fee Simple Interest	**$ 700.00**
Other- Not Applicable	**-0-**
Purchase Price	**$700.00**

Buyer shall provide funds to the Closing Agent for final disbursement to Seller as provided herein. Seller shall be responsible for any required federal or state taxing forms, including Form 1099-S for the Seller. The parties agree that the above amount represents full and fair compensation to Seller for the private property being transferred to County for a public purpose, including any and all attorney's fees, expert fees, and costs incurred.

III. CONDITIONS AND LIMITATIONS:

A. Seller is responsible for all taxes due and owing on the property as of the date of closing. Seller agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and that any prorated taxes will be deducted from the purchase price. Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property, in accordance with Section 196.295, Florida Statutes.

B. Seller is responsible for delivering unencumbered title to Buyer at closing. Seller shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the Seller. The terms of this sub-section shall survive the closing.

1. Seller represents that the property has the following *(Check any that apply and include additional information where necessary)*:

_____No mortgages currently encumbering the property.

_____ First Mortgage encumbering the property with:
Bank Name: _____
Loan Number_____
Bank Phone Number_____

_____ Second Mortgage encumbering the property with:
Bank Name: _____
Loan Number_____
Bank Phone Number_____

2. The Seller states that the property _____ is or _____ is not his homesteaded property.

C. Any extension of occupancy beyond the date of closing must be authorized by the Buyer in writing. During the period from the date of closing until the Seller surrenders possession to the Buyer, the Seller shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to Buyer in the same condition existing as of the effective date of this agreement, less any reasonable wear and tear.

D. Buyer and Seller agree there are no real estate commissions, fees, costs or business damage claims associated with this purchase, other than those set forth in Section II (B).

E. Seller represents and warrants there are no tenants on the property or any other party that may have an interest in the property that is not shown or reflected in the Public Records.

F. In the event the Buyer determines that the property cannot be used for its intended purpose, the County shall have the option to terminate this agreement within ten (10) days written notice to the Seller.

IV. CLOSING DATE:

A. The Closing Agent shall be Radson Dempsey, PA., 501 East Fifth Avenue, Mount Dora, Florida 32757. Closing shall take place in escrow according to the general provisions of escrow closing then in use by Closing Agent within one hundred and fifty days **(150)**

days after the date the last party executes this Agreement (the "Closing Date"). Closing shall be held at the offices of the Closing Agent or such other place as may be agreed to by the parties. The Closing Agent's charges for such escrow closing shall be paid by the Buyer. The cost of any transfer taxes, transfer tax stamps, or any other excise or other taxes or fees levied in connection with the sale, purchase, or transfer of title to the Premises shall be borne by the non-exempt party in accordance with Chapter 201, Florida Statutes. Buyer shall be responsible for the cost of recording the deed.

B. On the Closing Date, the Seller(s) shall deliver to the Buyer:

1. Duly executed instrument(s) of conveyance, as described herein for each parcel shown in **Exhibit A**;

2. Possession of the Premises.

3. Duly executed affidavit of Seller stating under penalty of perjury the Seller's U.S. Taxpayer Identification Number, and that the Seller is not a "foreign person" within the meaning of the Internal Revenue Code for the purposes of substantiating exemption from the withholding provisions of the Tax Reform Act of 1984. Seller acknowledges that Seller's failure to furnish such affidavit shall require Buyer to withhold from the Purchase Price an amount required by the Code and such withheld amount shall be deemed to be a portion of the Purchase Price paid to Seller for purposes of this Agreement;

4. Instruments in form and substance satisfactory to the Buyer and the closing Agent evidencing the status, capacity and authority of Seller and its representatives to consummate the transaction contemplated by this Agreement;

5. Duly executed affidavit of Seller to the effect that (i) there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, (ii) there are no mechanics', materialmen's, or laborers' liens against the Property and (iii) there are no violations of municipal ordinances pertaining to the Property; and

6. Upon execution of this Agreement, Seller(s) shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes. Should there be any change in the disclosures made in the affidavit prior to closing, Seller(s) shall immediately submit an updated affidavit.

V. SPECIAL PROVISIONS

The following provision shall survive Closing:

A. The Seller hereby grants Buyer and Buyer's agents/contractors the right to enter upon the Premises at all reasonable times after the Effective Date during normal business hours to prepare for and commence construction activities as part of the Hartwood Marsh Road Widening Project, for all public purposes, including but not limited to making surveys, measurements, soil test borings, and other engineering and environmental tests and investigations, and/or for construction purposes as necessary for the Hartwood Marsh Road Widening Project. All costs for such

construction activities and/or measurements, tests and investigations ordered by Buyer shall be borne by Buyer. Buyer agrees to give Seller reasonable notice whenever possible of the dates and times that Buyer and/or agents/contractors will be entering the Premises. The Effective Date described herein is the date the last party executes this Purchase Agreement.

B. The Buyer agrees the County and/or its duly authorized representatives will restore the remaining lands to a safe and sanitary condition after completion of the construction.

C. The Seller understands that the Buyer's obligation to construct the Hartwood Marsh Road Widening Project is contingent upon the Buyer acquiring 100% of the needed right of way prior to beginning the road construction project.

VI. IN WITNESS WHEREOF, THE SELLER(S) and **BUYER** have caused these presents to be executed in their respective name(s).

SELLER(S):

_____ _____

By: Cindy Emely Date

Title: President of Hartwood Pines HOA

BUYER:

LAKE COUNTY through its COUNTY MANAGER

_____

Jennifer Barker, County Manager Date

Approved as to Form and Legality:

_____

Melanie Marsh, County Attorney
On behalf of the Buyer

EXHIBIT A

PROJECT: HARTWOOD MARSH ROAD
OWNER: HARTWOOD PINES HOA INC
PARCEL NO.: 10-23-26-0800-00D-00000
10-23-26-0800-00B-00000
ALTERNATE KEY: 3926212
3816458

SKETCH OF DESCRIPTION

PROJECT PARCEL NO.: HM-16 RW

LEGEND:

◬	= DESCRIPTIVE POINT	PCC	= POINT OF COMPOUND CURVATURE
C#	= CURVE NUMBER (SEE CURVE TABLE)	PG.	= PAGE
DB	= DEED BOOK	P.O.B.	= POINT OF BEGINNING
DWG.	= DRAWING	P.O.C.	= POINT OF COMMENCEMENT
L#	= LINE NUMBER (SEE LINE TABLE)	PRC	= POINT OF REVERSE CURVATURE
F.B.	= FIELD BOOK	PT	= POINT OF TANGENCY
ORB	= OFFICIAL RECORDS BOOK	R	= RANGE
PB	= PLAT BOOK	R/W	= RIGHT-OF-WAY
PC	= POINT OF CURVATURE	SEC.	= SECTION
		T	= TOWNSHIP

DESCRIPTION:

A PARCEL OF LAND LYING WITHIN TRACT D AND TRACT B, HARTWOOD PINES, AS RECORDED IN PLAT BOOK 48, PAGE 85, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. SAID PARCEL ALSO LYING WITHIN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT D; THENCE N00°53'06"E, ALONG THE WEST BOUNDARY OF SAID TRACT D, 25.82 FEET; THENCE S44°38'08"E, 35.58 FEET, TO THE SOUTH BOUNDARY OF SAID TRACT B; THENCE S88°52'24"W, ALONG THE SOUTH BOUNDARY OF TRACT B AND TRACT D, 25.40 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.00752 ACRES (328 SQUARE FEET), MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEARING S89°41'55"E.
2. THIS "SKETCH OF DESCRIPTION" WAS PERFORMED WITHOUT THE BENEFIT OF A LEGAL OPINION OF TITLE WHICH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL(S) AS SHOWN HEREON.
3. I HEREBY CERTIFY THAT THE "SKETCH AND DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
4. THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ORIGINAL DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE REQUIRES THAT A LEGAL DESCRIPTION DRAWING BEAR THE NOTATION THAT: THIS IS NOT A SURVEY.

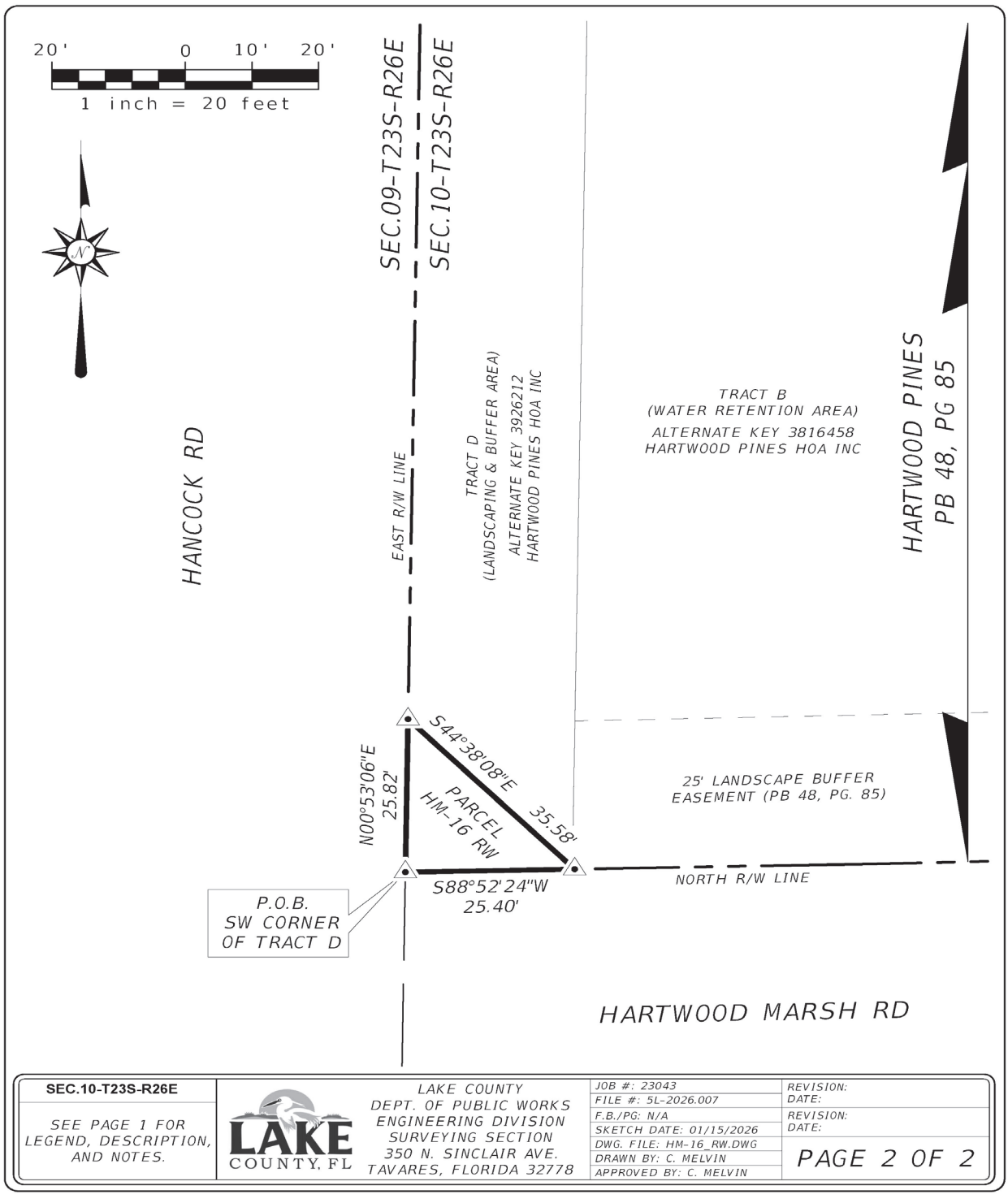
CARY M. MELVIN LICENSE No. 6329 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digital signature and seal as regulated under Chapter 5J-17.062 Florida Administrative Code

CARY M. MELVIN, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. 6329

SEC.10-T23S-R26E	LAKE COUNTY, FL	JOB #: 23043	REVISION:
	LAKE COUNTY	FILE #: 5L-2026.007	DATE:
SEE PAGE 2 FOR SKETCH	DEPT. OF PUBLIC WORKS	F.B./PG: N/A	REVISION:
	ENGINEERING DIVISION	SKETCH DATE: 01/15/2026	DATE:
	SURVEYING SECTION	DWG. FILE: HM-16_RW.DWG	
	350 N. SINCLAIR AVE.	DRAWN BY: C. MELVIN	PAGE 1 OF 2
	TAVARES, FLORIDA 32778	APPROVED BY: C. MELVIN	

EXHIBIT A


20' 0 10' 20'
1 inch = 20 feet
N
SEC.09-T23S-R26E
SEC.10-T23S-R26E
HANCOCK RD
EAST R/W LINE
TRACT D
(LANDSCAPING & BUFFER AREA)
ALTERNATE KEY 3926212
HARTWOOD PINES HOA INC
TRACT B
(WATER RETENTION AREA)
ALTERNATE KEY 3816458
HARTWOOD PINES HOA INC
HARTWOOD PINES
PB 48, PG 85
S44°38'08"E
35.58'
N00°53'06"E
25.82'
PARCEL
HM-16 RW
S88°52'24"W
25.40'
25' LANDSCAPE BUFFER
EASEMENT (PB 48, PG. 85)
NORTH R/W LINE
P.O.B.
SW CORNER
OF TRACT D
HARTWOOD MARSH RD
SEC.10-T23S-R26E
SEE PAGE 1 FOR LEGEND, DESCRIPTION, AND NOTES.
LAKE COUNTY, FL
LAKE COUNTY
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
SURVEYING SECTION
350 N. SINCLAIR AVE.
TAVARES, FLORIDA 32778
JOB #: 23043
FILE #: 5L-2026.007
F.B./PG: N/A
SKETCH DATE: 01/15/2026
DWG. FILE: HM-16_RW.DWG
DRAWN BY: C. MELVIN
APPROVED BY: C. MELVIN
REVISION:
DATE:
REVISION:
DATE:
PAGE 2 OF 2

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

DATE: 05/06/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42965
Jeffrey Earhart, Engineering & Operations Director - Central District
BY: Rachel Grant, Right-of-Way Agent II
SUBJECT: Approval to Proceed to Close on Right-of-Way Dedication from Florida Discount Self Storage No. 4, LLC for the Hartwood Marsh Road Widening Project.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To proceed to close on the deeded Right-of-Way dedication for Florida Discount Self Storage No 4, LLC. for the Hartwood Marsh Road Widening Project, which is in the City of Clermont; and
2. To authorize 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 2.

BACKGROUND SUMMARY: The subject property is located within the City of Clermont and is identified as Parcel ID 13-23-25-0805-035-00000. The site fronts Hartwood Marsh Road (#0854) which is maintained by Lake County ("County"). The Grantor proposes to donate right-of-way (ROW) to the County for construction of the Hartwood Marsh Road Widening Project.

The encumbrances affecting the dedication are as follows:

- Blanket Easement in favor of Sumter Electric Cooperative, Inc.(SECO) – ORB 286 PG 64. Subordination acquired — ORB 3266 PG 870. Staff will continue to try to work with the Grantor to get a partial release.
- Perpetual Utility Easement in favor of Sumter Electric Cooperative, Inc. — ORB 5972, PG 518. Staff will continue to try to work with the Grantor to get a release or subordination of this item.

The total cost to the County will be for title settlement fees, title searches, title insurance and recording fees to facilitate the dedication. The amount is approximately $800 and will be confirmed at closing. Staff will continue to work with SECO in obtaining the necessary release or subordination.

Hartwood Marsh Road is classified as a local road and is designated as an Urban Major Collector, with a required ROW width of 100 feet. The Grantor is donating the

necessary ROW to support the construction of the Hartwood Marsh Road Widening Project. If approved by the Board of County Commissioners (Board) to proceed, ROW staff will bring back the recorded dedication after closing to the Board for final acceptance.

Fiscal Impact: $800 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Transportation Trust	1120	5055100	830490		$400.00
County Transportation Trust	1120	5055100	830310		$400.00

Advertised Date: Paper:

Attachments:

1.	Hartwood_Marsh_Road_Widening_Florida_Discount_Deed_Map_Vicinity
2.	Hartwood_Marsh_Road_Widening_Florida_Discount_Deed_Map_Small_Scale 17 x 11
3.	Hartwood_Marsh_Road_Widening_Florida_Discount_Deed_Map 17 x 11

STAFF APPROVALS AND DATES:

Rachel Grant	Created/Initiated - 05/06/2026
Michelle Wilkinson	Approved - 05/07/2026
Jeffrey Earhart	Approved - 05/07/2026
David Hill	Approved - 05/07/2026
Kerri Andrews	Approved - 05/07/2026
Roberto Bonilla	Approved - 05/07/2026
Ron Falanga	Approved - 05/07/2026
Kandace Pourbaix	Approved - 05/07/2026
Miranda Lanoue	Approved - 05/07/2026
Jaime Stewart	Approved - 05/07/2026
Rachel Bartolowits	Approved - 05/07/2026
Melanie Marsh	Approved - 05/08/2026
Jennifer Barker	Approved - 05/08/2026
Marisol Saldana	Final Approval - 05/08/2026

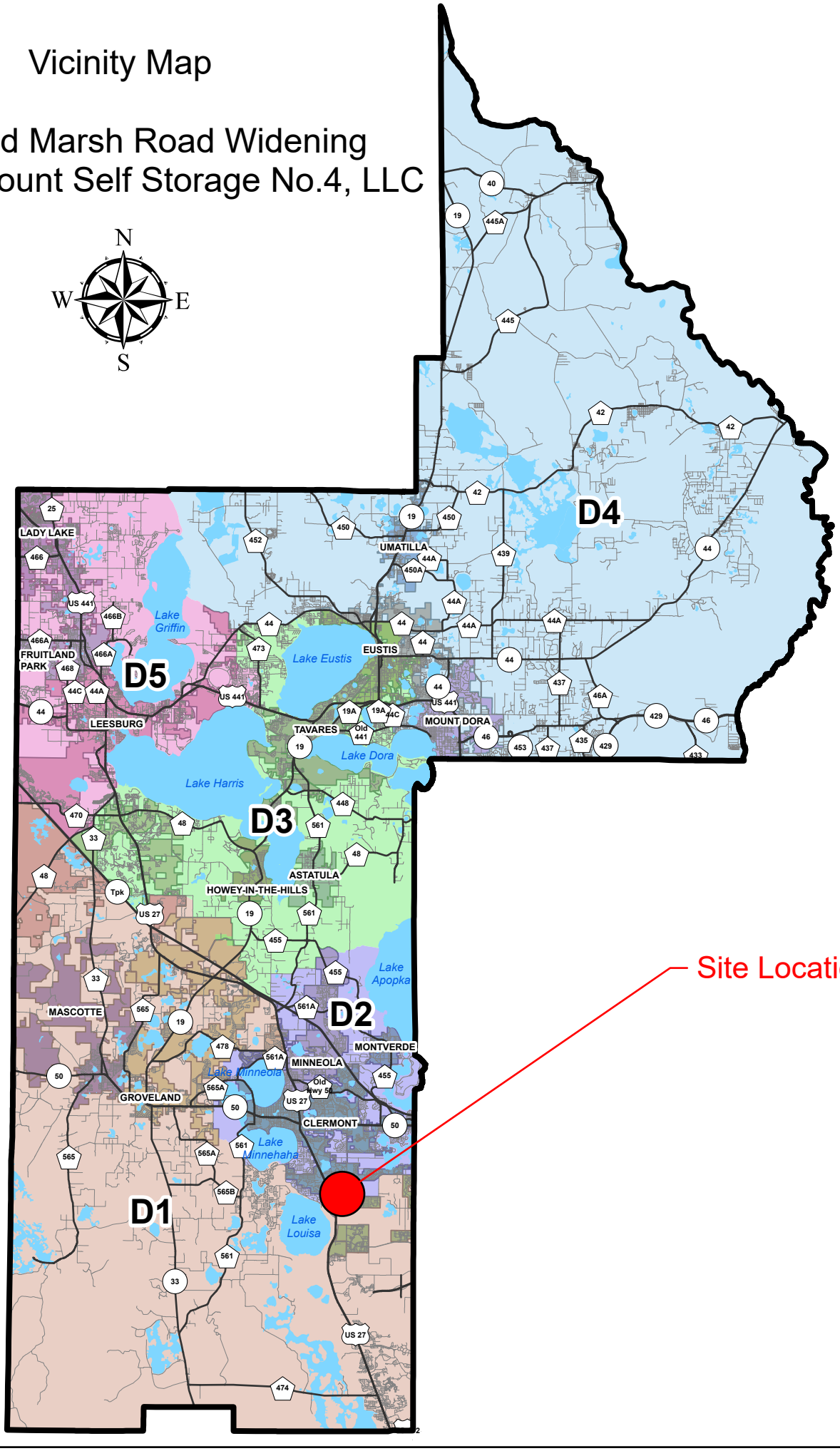
ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Vicinity Map

Hartwood Marsh Road Widening
Florida Discount Self Storage No.4, LLC



Hartwood Marsh Road Widening Project
Statutory Warranty Deed
Florida Discount Self Storage No.4, LLC
City of Clermont

AK: 1462401

CLERMONT

Commissioner District # 2

Commissioner District # 1

SECTION	TOWNSHIP	RANGE
09	23	26

Prepared by: EJW Date: 05/05/2026

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.

Hartwood Marsh Road Widening
Florida Discount Self Storage No.4, LLC
Agenda Acceptance Map Small Scale

(2022 Aerial)

PRISA KINGS RIDGE FL LLC AK: 3793557

CITY OF CLERMONT AK: 3777694

Commissioner District # 2

WHITEHALL AT KINGS RIDGE PHASE I, CLERMONT PB 40 PG 75

WHITEHALL AT KINGS RIDGE HOA INC AK: 3963848

TREMBLEY SUSAN L LIFE ESTATE AK: 3783834

726

SUTHERLAND AT KINGS RIDGE, CLERMONT PB 40 PG 17

TRA

REED CHARLES C & AMBER C AK: 3783833

725

KINGS RIDGE COMMUNITY ASSN INC AK: 3793468

ORB 1866 PG 1568

DANBURY MILL BLVD

ORB 1644 PG 2150

ORB 1595 PG 948

HARTWOOD MARSH RD

Hartwood Marsh Road Widening Project
Statutory Warranty Deed
Florida Discount Self Storage No.4, LLC
City of Clermont

ORB 1830 PG 416

CLERMONT

S09 T23 R26

ORB 3181 PG 1936

HEP-11-CLER2 LC AK: 3801640

Commissioner District # 1

MONTE VISTA PARK FARMS R26-T23-S09, CLERMONT PB 2 PG 27

PREVIOUSLY VACATED
Official Record
Book 3349 PG 1961

FLORIDA DISCOUNT SELF STORAGE NO 4 LLC AK: 1462401

FLORIDA DISCOUNT SELF STORAGE NO 4 LLC AK: 3801173

37

36

SECTION	TOWNSHIP	RANGE
09	23	26

Prepared by: EJW Date: 05/05/2026

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.

Hartwood Marsh Road Widening
Florida Discount Self Storage No.4, LLC
Agenda Acceptance Map

(2022 Aerial)

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

DATE: 04/23/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42919
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, lot splits, and stormwater projects.

The fiscal impact is $308.60 (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:	6.703±
Estimated Total Value of Donations:	$ 37,200.00
Total Acreage Purchased:	.723±
Total Value of Purchases:	$ 49,935.00

Fiscal Impact: $308.60 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Transportation Trust	1120	5055100	830490		$308.60

Advertised Date: Paper:

Attachments:

1.	Signed Deed Agenda List 5.19.2026
2.	Krull Maps
3.	WDL Maps
4.	Lassandrello Maps
5.	Mather Maps
6.	Courck Maps
7.	Lainhart Maps

8.	Godwin Maps
9.	Grassy Lake Office Park Maps
10.	YWAM Maps
11.	Niragi Plaza Maps

STAFF APPROVALS AND DATES:

Mercedes Ibarra-Sejba	Created/Initiated - 04/23/2026
Eric White	Approved - 04/24/2026
David Hill	Approved - 04/24/2026
Kerri Andrews	Approved - 04/27/2026
Michelle Wilkinson	Approved - 04/27/2026
Jeffrey Earhart	Approved - 04/28/2026
Grace Burgos	Approved - 04/29/2026
Roberto Bonilla	Approved - 04/29/2026
Ron Falanga	Approved - 04/29/2026
Kandace Pourbaix	Approved - 04/29/2026
Miranda Lanoue	Approved - 04/29/2026
Jaime Stewart	Approved - 04/29/2026
Rachel Bartolowits	Approved - 05/01/2026
Melanie Marsh	Approved - 05/01/2026
Jennifer Barker	Approved - 05/07/2026
Marisol Saldana	Final Approval - 05/07/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

RIGHT OF WAY & EASEMENT DEEDS LIST

BCC AGENDA - MAY 19, 2026

Instrument /Grantor	City or County Project	Type of Project	BCC Approved to Closed	Road Name	Commission District	Alternate Key	ORB / PG	Donate / Purchase	Purpose	Acres ±	Est. Value
STATUTORY WARRANTY DEED											
James C. Krull	County	Wekiva Trail Segment 2, Phase A	12.16.2025	Niles Street (#4488A)	4	1597757, 1597731	6711/478	P	Trail Project	0.353	$31,935.00
WDL Property Holdings 8, LLC	County	Britt Road Repair Project BR-76 PE	3.10.2026	Britt Road (#4981)	4	3846881	6720/1121	P	Road Project	0.123	$14,500.00
STATUTORY QUIT CLAIM DEED											
James C. Krull	County	Wekiva Trail Segment 2, Phase A	12.16.2025	Niles Street (#4488A	4	1597757, 1597731	6711/482	P	Trail Project	0.247	$3,500.00
NON-EXCLUSIVE EASEMENT											
Joseph P. Lassandrello and Janice Lassandrello	Planning and Zoning	Lot Split	N/A	Griffin Avenue	5	1739535	6244/737	D	Lot Split	0.986	N/A
Glen A. Mather and Loida L. Mather	Planning and Zoning	Lot Split	N/A	Future Farm Drive	4	2598883	6316/2160	D	Lot Split	3.008	N/A
Courck Enterprises Inc.	Planning and Zoning	Lot Split	N/A	Gilbert Lane	4	1783704	6402/2249	D	Lot Split	0.914	N/A
Julie M. Lainhart	Planning and Zoning	Lot Split	N/A	Unnamed Road	4	2609338, 3963142	6627/1407	D	Lot Split	0.932	N/A
Sharon Moore Godwin	Planning and Zoning	Lot Split	N/A	Catamaran Lane	4	1511674	6652/1217	D	Lot Split	0.207	N/A

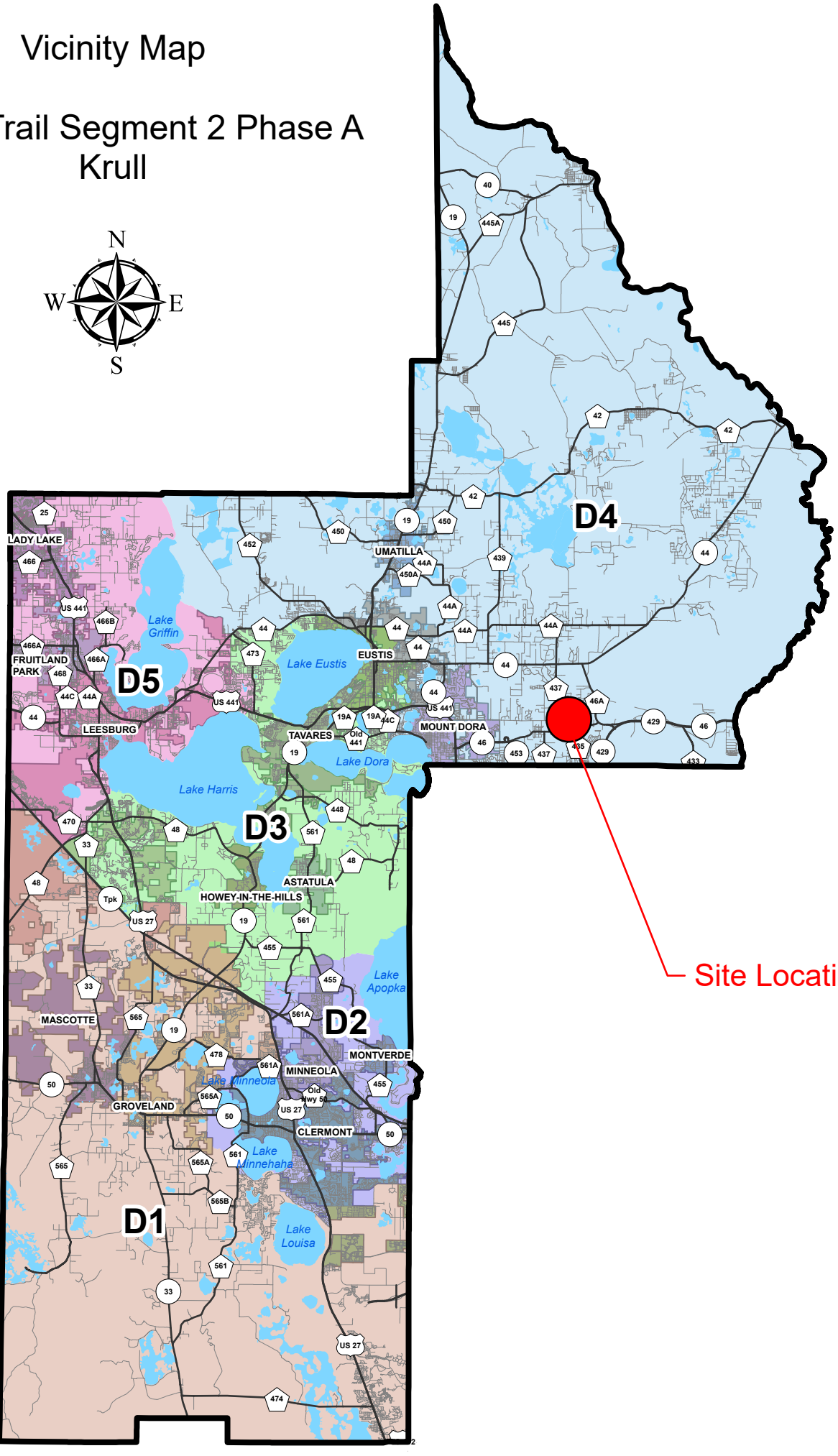
BCC APPROVED TO CLOSED DEVELOPMENT RIGHT OF WAY DEDICATIONS

Instrument /Grantor	City or County Project	Type of Project	BCC Approved to Closed	Road Name	Commission District	Alternate Key	ORB / PG	Donate / Purcha	Purpose	Acres ±	Est. Value
STATUTORY WARRANTY DEED											
Grassy Lake Medical, LLC	City of Minneola	Grassy Lake Office Park	12.16.2026	Grassy Lake Road (#1846)	2	2915668	6711/163	D	Development Review	0.108	$10,500.00
Four Winds Ecclesia, Incorporated	unincorporated Lake County	Youth With a Mission Orlando	N/A	CR 455 (#2354)	2	1592127	6712/246	D	Development Review	0.478	$18,200.00
Niragi, LLC	City of Eustis	Niragi Plaza	12.16.2026	CR-44 (#6143)	4	1407818	6721/234	D	Development Review	0.070	$8,500.00
Reviewed by Mercedes Ibarra-Sejba on: Mercedes Ibarra-Sejba											
				Est. Total Value of Acreage Donated (assessed value)						6.703	$37,200.00
				Total Value of Acreage Purchased (appraised value)						0.723	$49,935.00

Approved by Eric White on: Eric White

Vicinity Map

Wekiva Trail Segment 2 Phase A
Krull



Statutory Warranty Deed
Wekiva Trail Segment 2, Phase A
James C. Krull
Lake County
Trail Project
ORB6711 PG 478

Statutory Quitclaim Deed
Wekiva Trail Segment 2, Phase A
James C. Krull
Lake County
Trail Project
ORB6711 PG 482

AK: 3949361
AK: 1597757
AK: 1597731
Commissioner District #4

SECTION	TOWNSHIP	RANGE
29	19	28

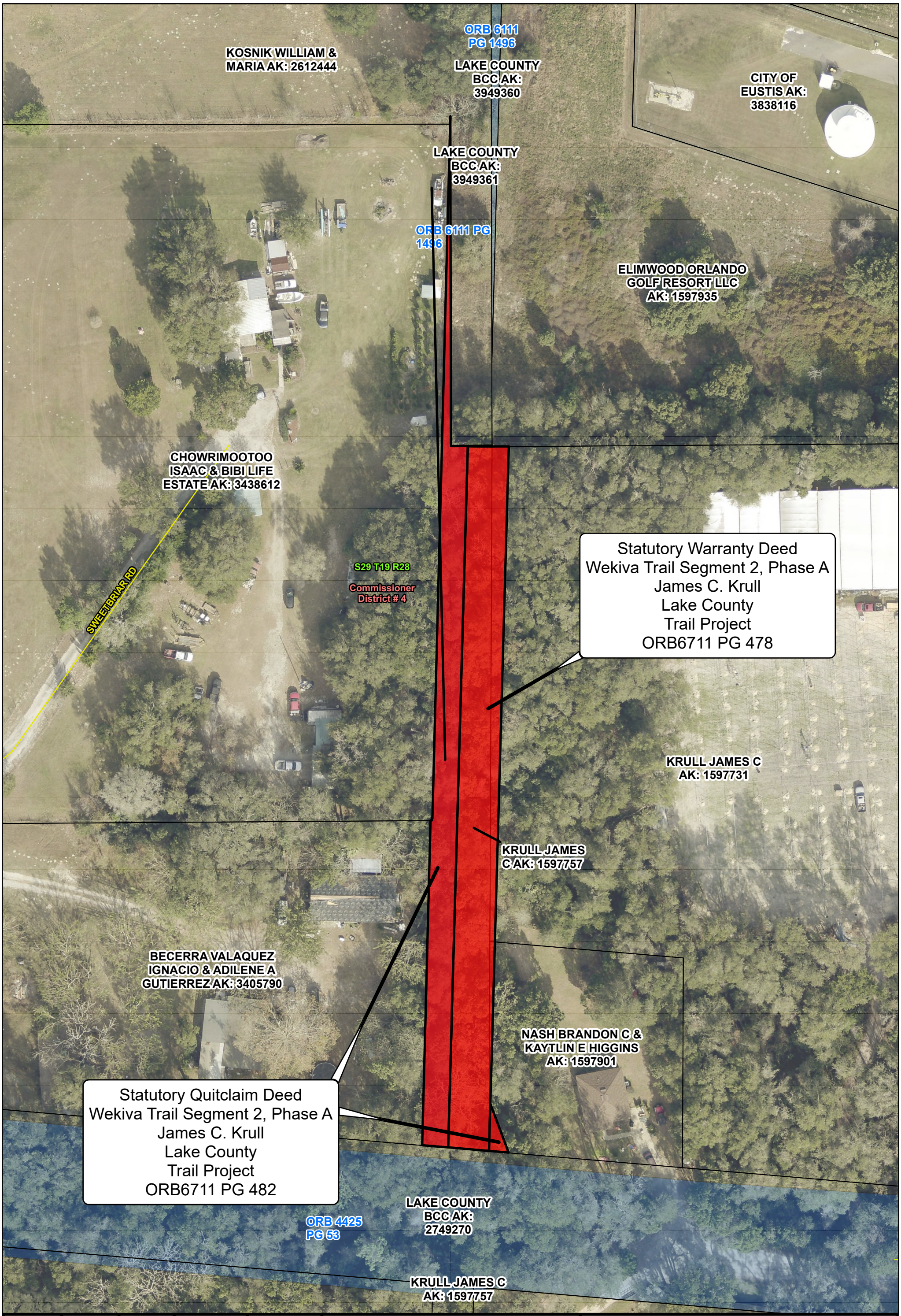
Prepared by: EJW Date: 04/16/2026

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 Phase A
Krull
Deed Map Small Scale
(2022 Aerial)



SECTION	TOWNSHIP	RANGE
29	19	28

PREPARED BY: EJW

DATE: 04/16/2026

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:

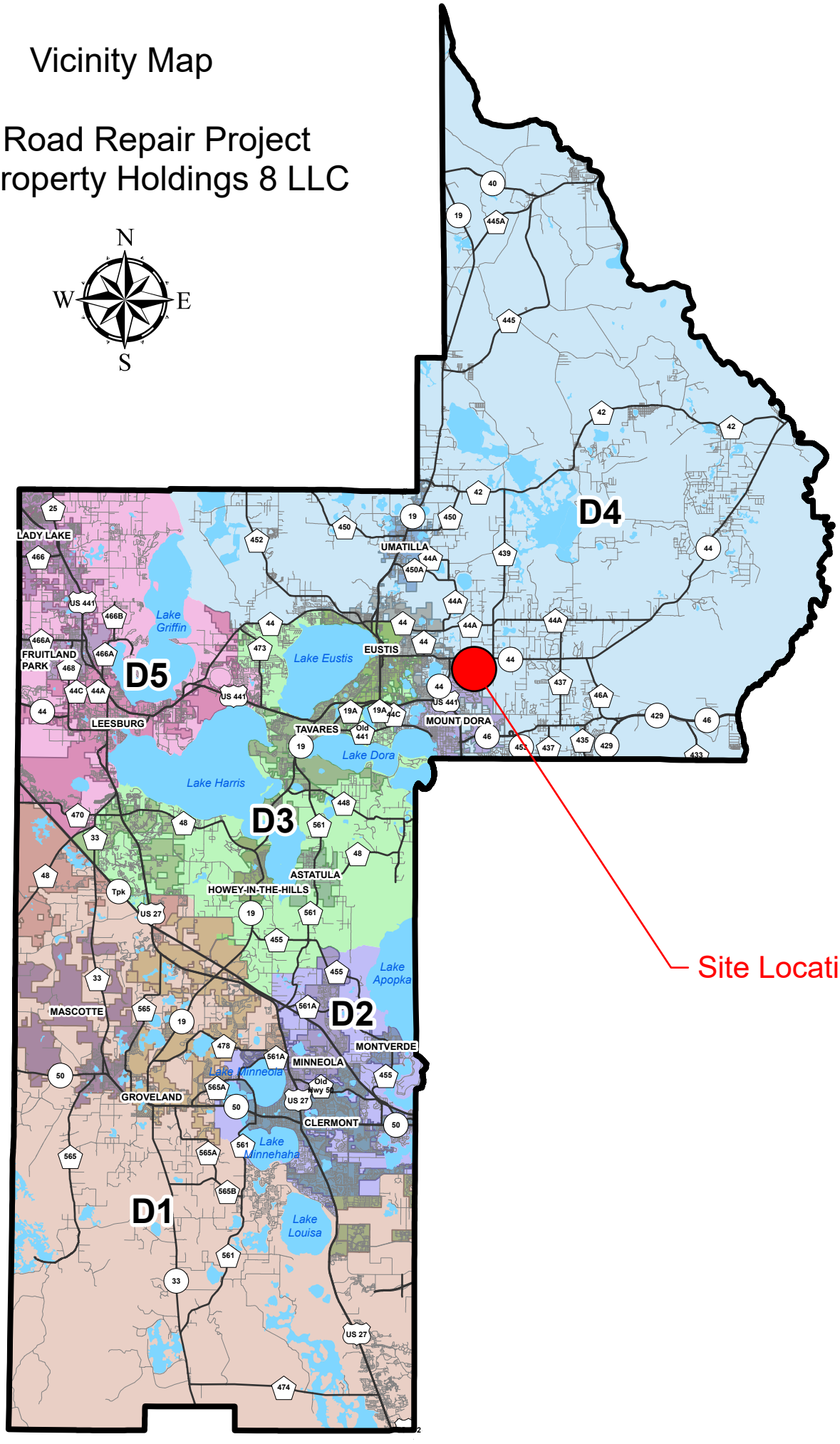
TITLE AND LEGEND

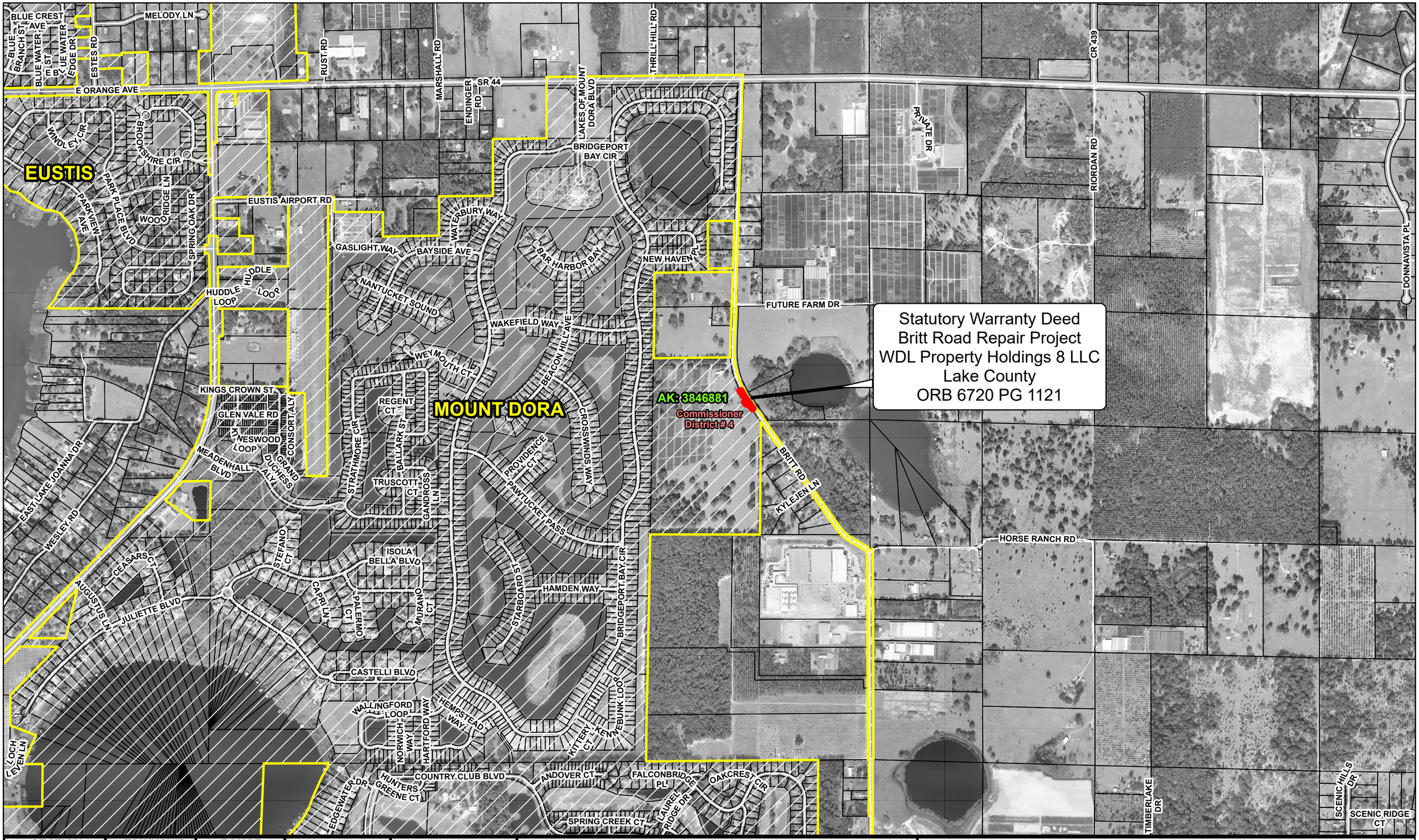
Wekiva Trail Segment 2 Phase A Krull Deed Map

(2022 Aerial)

Vicinity Map

Britt Road Repair Project
WDL Property Holdings 8 LLC





SECTION	TOWNSHIP	RANGE
16	19	27

Prepared by: EJW Date: 04/23/2026

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

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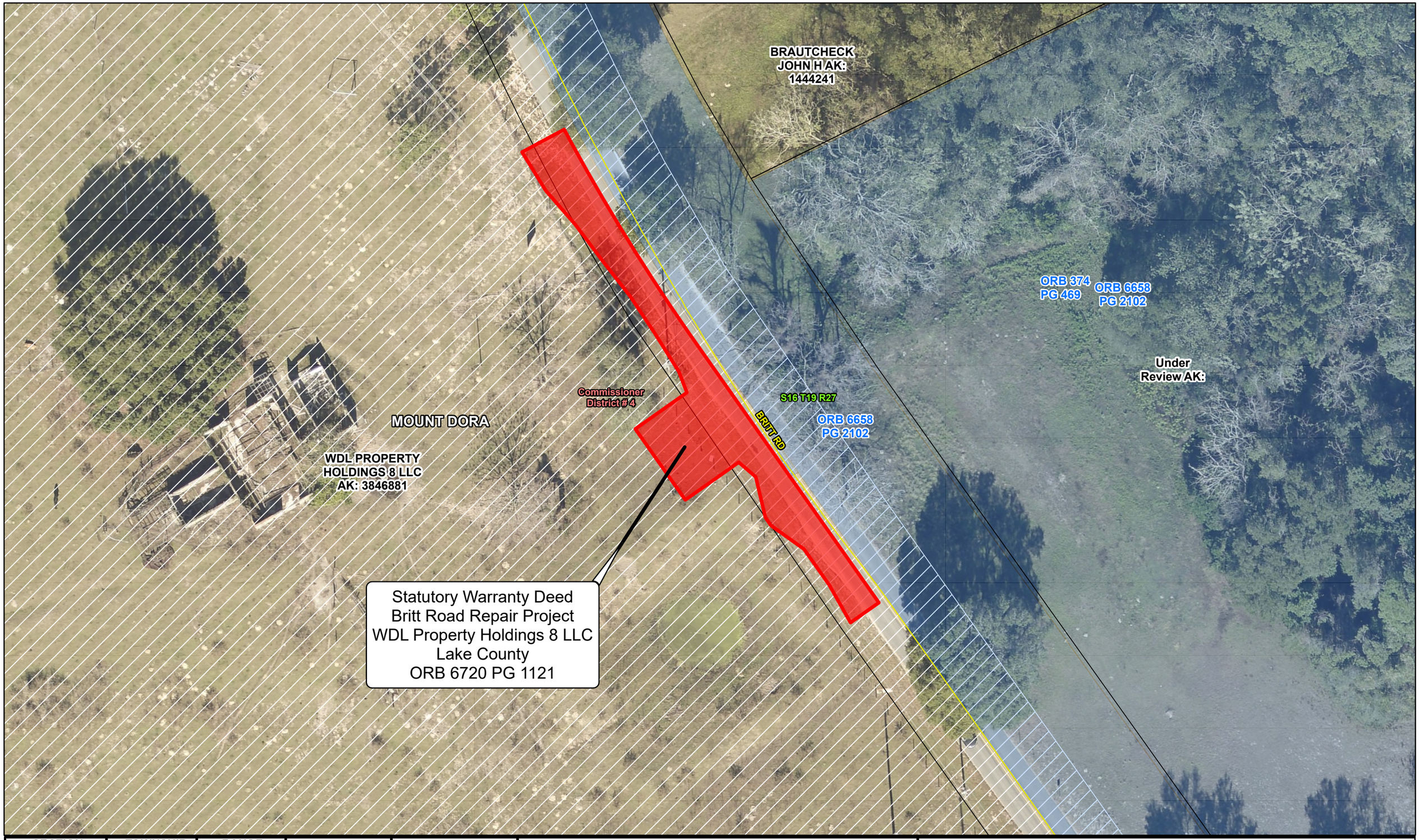
Britt Road Repair Project
WDL Property Holdings 8 LLC
Deed Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
16	19	27

Prepared by: EJW Date: 04/23/2026

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LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
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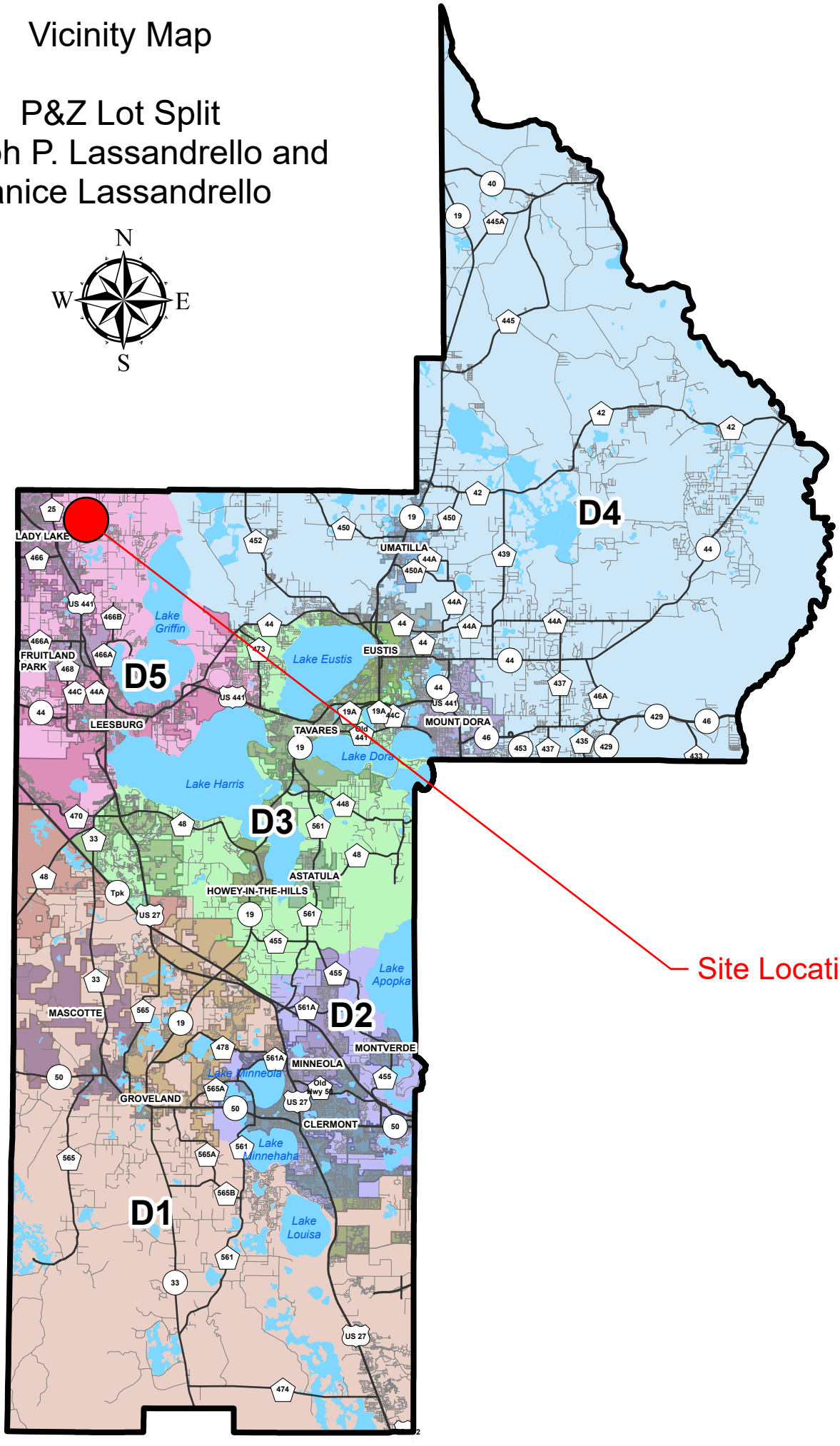
Britt Road Repair Project
WDL Property Holdings 8 LLC
Deed Map

(2022 Aerial)

Vicinity Map

P&Z Lot Split
Joseph P. Lassandrello and
Janice Lassandrello



Non-Exclusive Easement Deed
Lot Split
Joseph P. Lassandrello and Janice Lassandrello
ORB 6244 PG 737
Planning and Zoning

AK: 1809045

Commissioner District # 5

LADY LAKE

SECTION	TOWNSHIP	RANGE
10	18	24

Prepared by: EJW Date: 04/22/2026

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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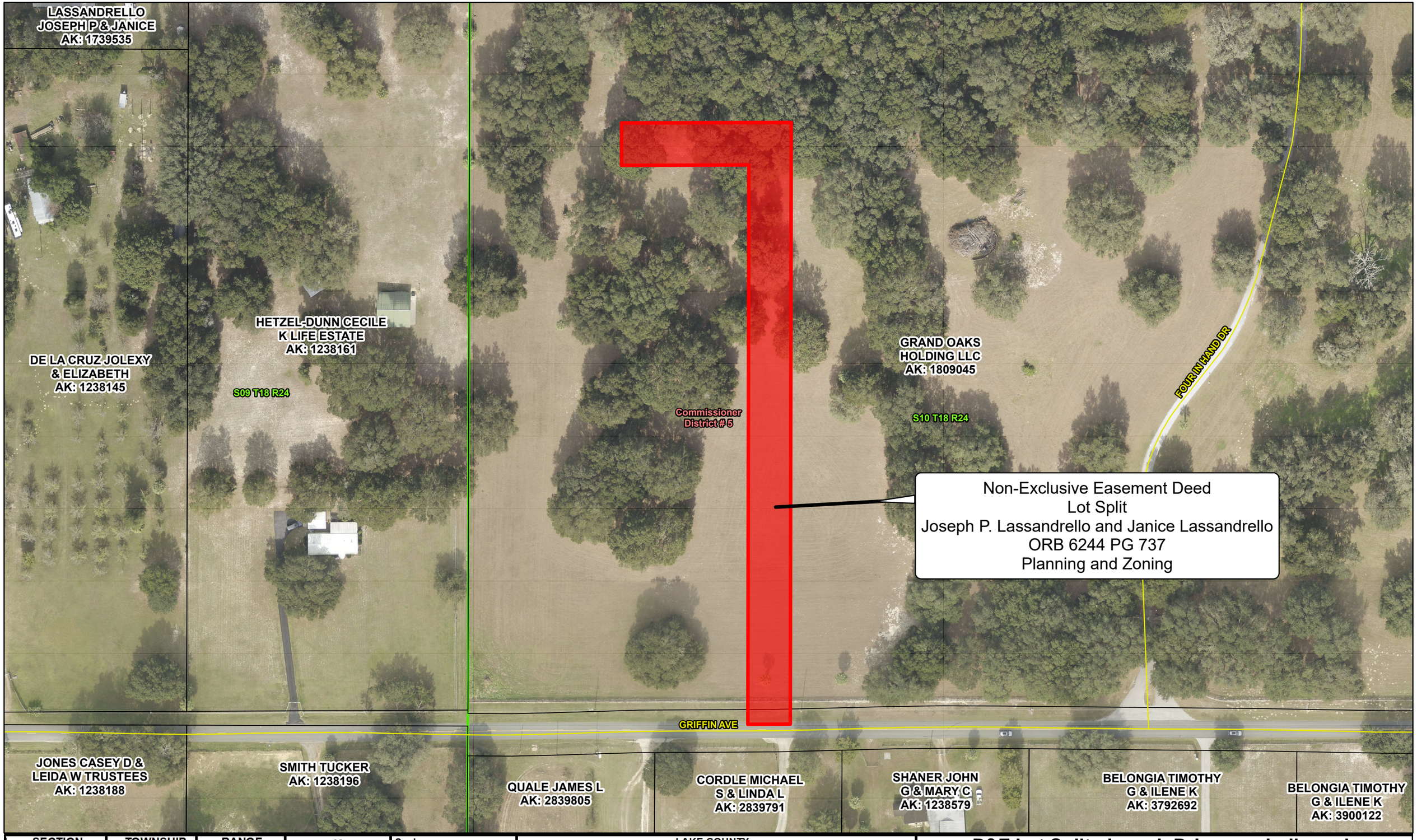
P&Z Lot Split - Joseph P. Lassandrello and Janice Lassandrello Deed Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
10	18	24

Prepared by: EJW Date: 04/22/2026

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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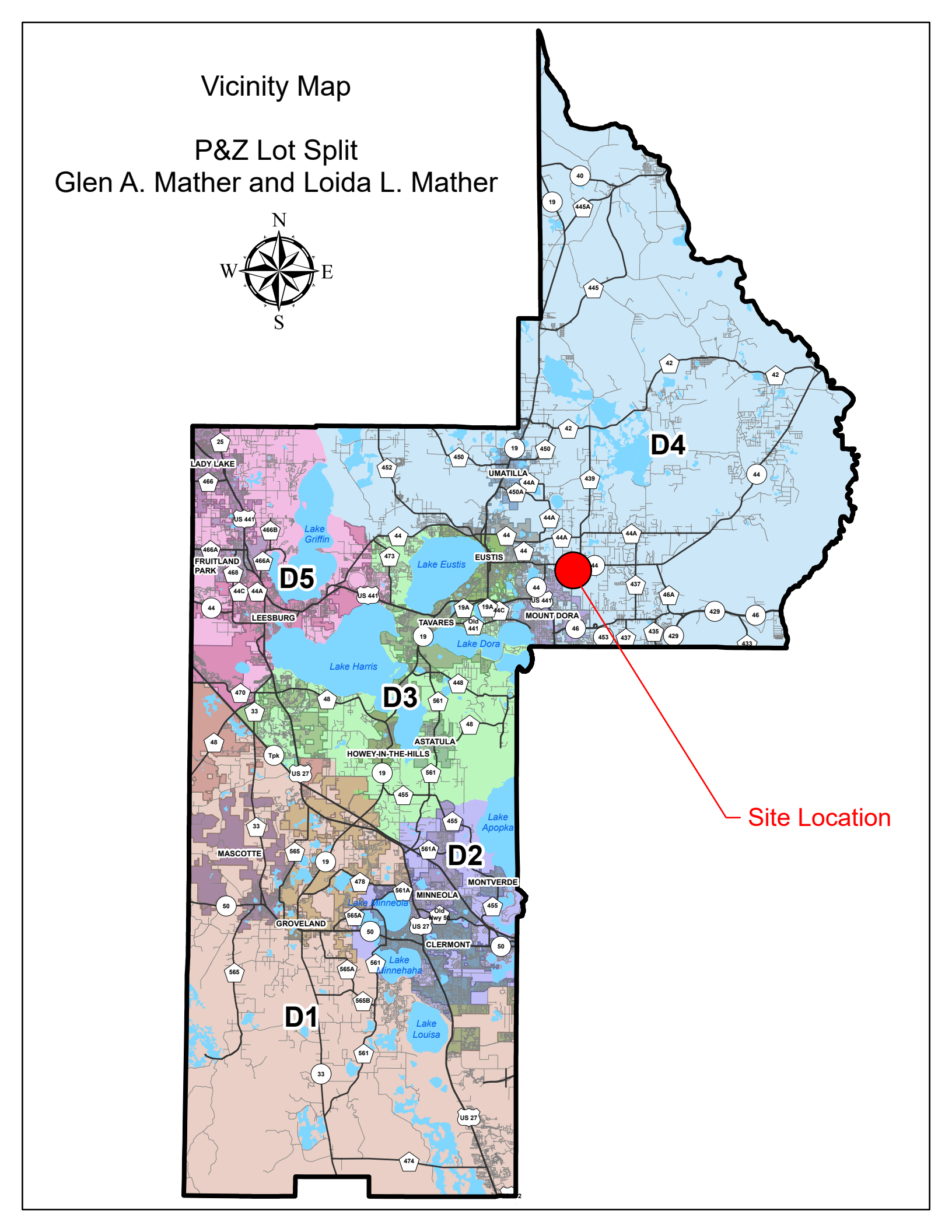
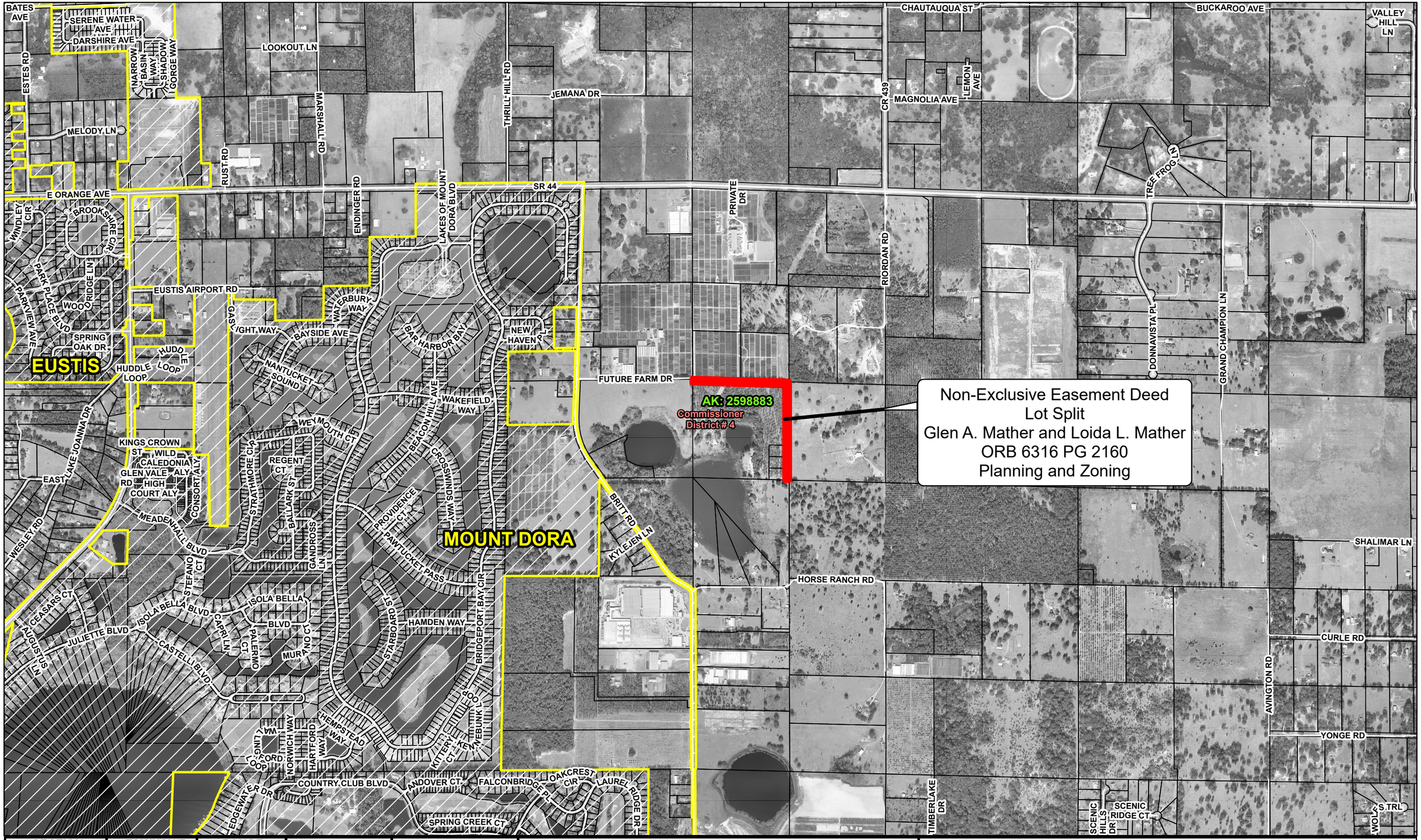
P&Z Lot Split- Joseph P. Lassandrello and Janice Lassandrello Deed Map

(2022 Aerial)

Vicinity Map

P&Z Lot Split
Glen A. Mather and Loida L. Mather





SECTION	TOWNSHIP	RANGE
15	19	27

Prepared by: EJW Date: 04/22/2026

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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P&Z Lot Split - Glen A. Mather and Loida L. Mather - Deed Map Small Scale

(2022 Aerial)

SECTION	TOWNSHIP	RANGE
15	19	27

Prepared by: EJW Date: 04/22/2026

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

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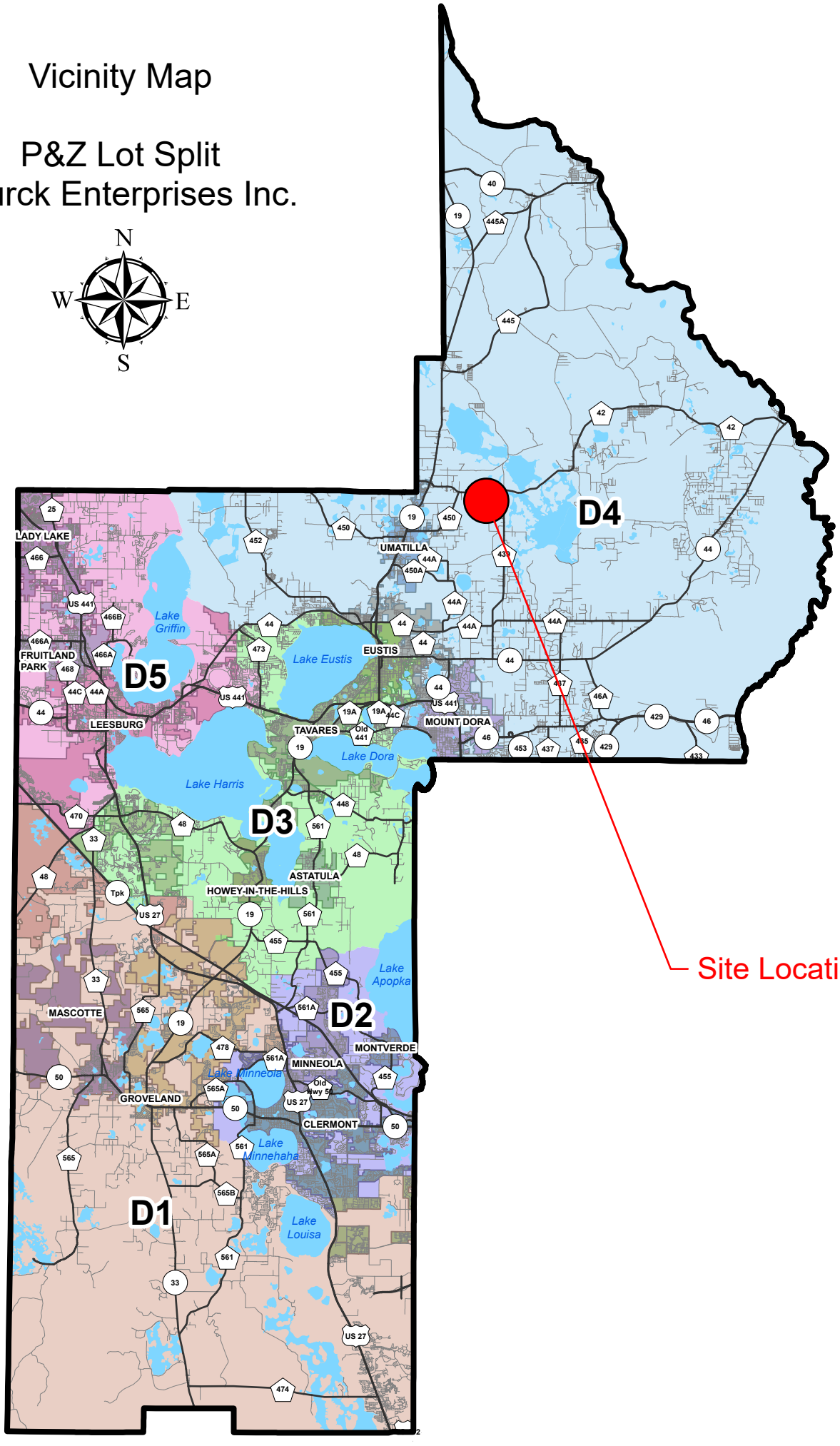
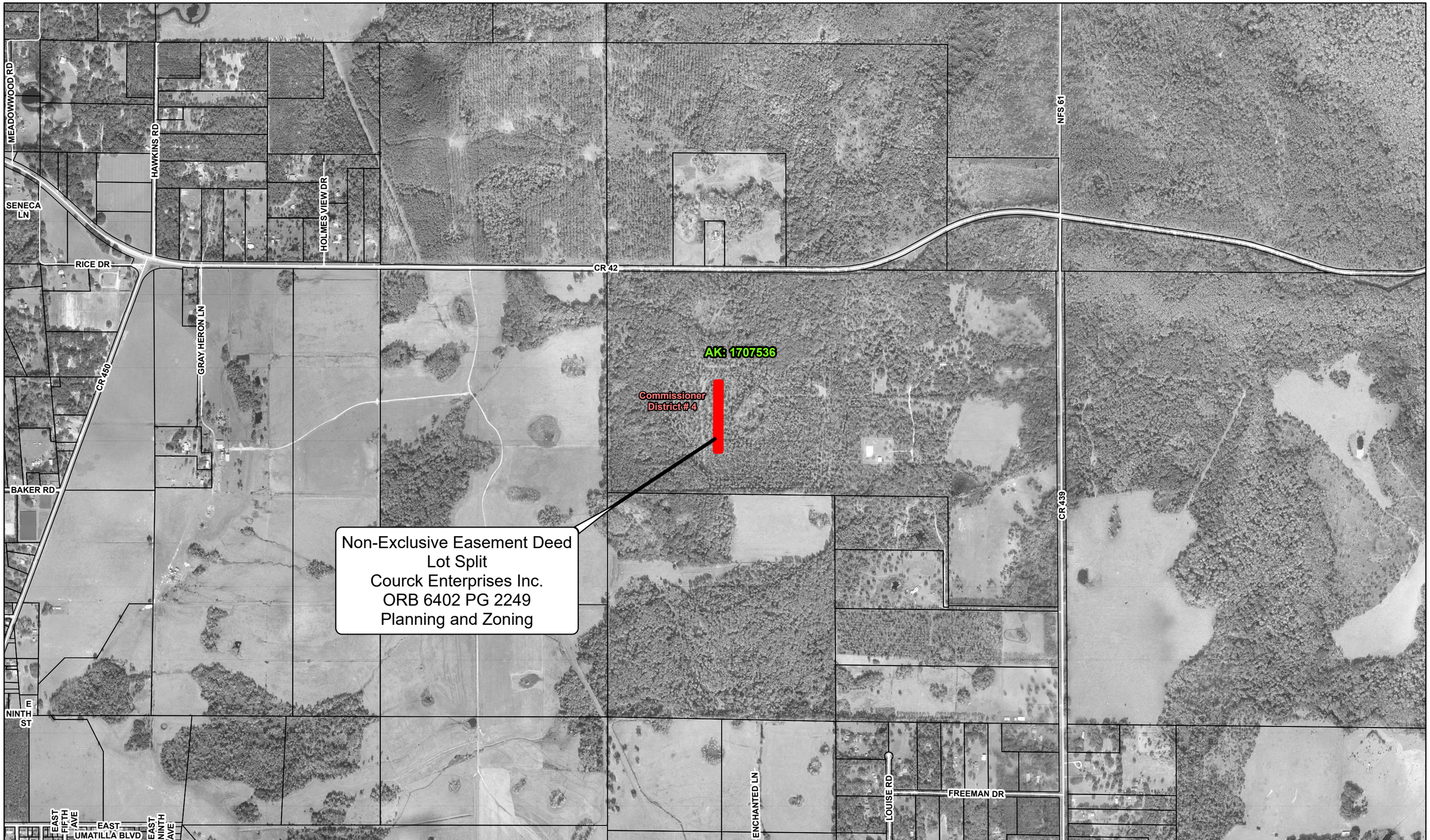
P&Z Lot Split - Glen A. Mather and Loida L. Mather Deed Map

(2022 Aerial)

Vicinity Map

P&Z Lot Split
Courck Enterprises Inc.





SECTION	TOWNSHIP	RANGE
03	18	27

Prepared by: EJW Date: 04/22/2026

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.

P&Z Lot Split - Courck Enterprises Inc.
Deed Map Small Scale

(2022 Aerial)

SECTION	TOWNSHIP	RANGE
03	18	27

Prepared by: EJW Date: 04/22/2026

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

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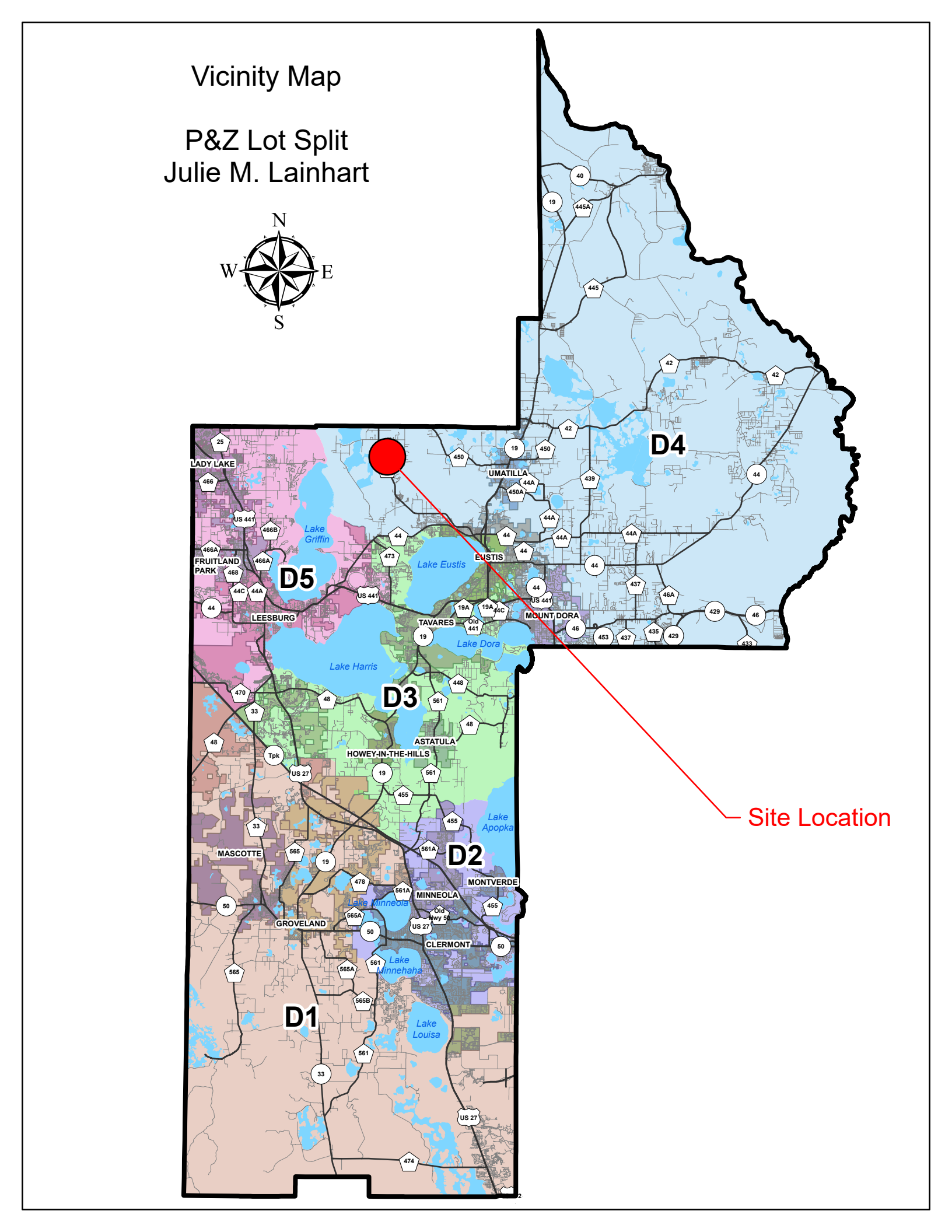
P&Z Lot Split - Courck Enterprises Inc.
Deed Map

(2022 Aerial)

Vicinity Map

P&Z Lot Split
Julie M. Lainhart



SECTION	TOWNSHIP	RANGE
11	18	25

Prepared by: EJW Date: 04/22/2026

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

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P&Z Lot Split - Julie M. Lainhart
Deed Map Small Scale

(2022 Aerial)

ROBBS DAVID F & AK: 2587334

LAMSON JEFFREY & LYNN M AK: 2587369

PREVIOUSLY VACATED Official Record Book 751 PG 59

071

LITTLE MATTHEW JOHN & AK: 2587342

070

PREVIOUSLY VACATED Official Record Book 751 PG 59

KAUFELT VERNA M ESTATE AK: 2608447

HIGLEY SUB UNREC 0 PG 0

Commissioner District # 4

STEARNS LINDA R LIFE ESTATE AK: 3963142

LAINHART JULIE M AK: 2609338

S11 T18 R25

BRIGGS FAMILY TRUST AK: 2587326

BRIGGS FAMILY TRUST AK: 1126487

PREVIOUSLY VACATED Official Record Book 751 PG 59

FIGUEROA DEBBIE AK: 2571764

2

GOWAN PHILLIP W & MARY LOU AK: 2571756

039

BLANCETT LAWRENCE K JR & CHERYL AK: 3834030

1

MOON TIFFANY AK: 2688858

PREVIOUSLY VACATED Official Record Book 751 PG 59

5

VERAGHEN RYAN AK: 2990058

3

4

REASER ROBERT J AK: 2866705

6

VERAGHEN RYAN AK: 3819656

ORB 364 PG 61

CR 452

BRISENDINE STEVEN W & ANN R AK: 2587351

Non-Exclusive Easement Deed
Lot Split
Julie M. Lainhart
ORB6627 PG 1407
Planning and Zoning

7

FERNANDEZ FAMILY TRUST AK: 3555325

ORB 10 PG 233

TR B

SOUTH EM EN EL GROVE RD

ORB 1382 PG 257

ORB 1382 PG 260

8

ZIMMERMAN RUTH L LIFE ESTATE AK: 3555333

LAKE YALE COVE PHASE 1 PB 33 PG 91

1

CHERVENY WARREN L JR & LESLIE AK: 3497970

077

PHILLIPS TODD A AND BRICE E PHILLIPS AK: 3840711

SAUERBREY RYAN & KESTREL AK: 3638697

2

040

ADLER BARRY N & MELISSA J LIFE ESTATE AK: 3819251

1

BLACKMORE LEIGH ANN AK: 3754832

LAKE YALE WOODS PB 29 PG 71

9

CEBALLOS JORGE O & IVETT AK: 3555341

SECTION	TOWNSHIP	RANGE
11	18	25

Prepared by: EJW Date: 04/22/2026

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
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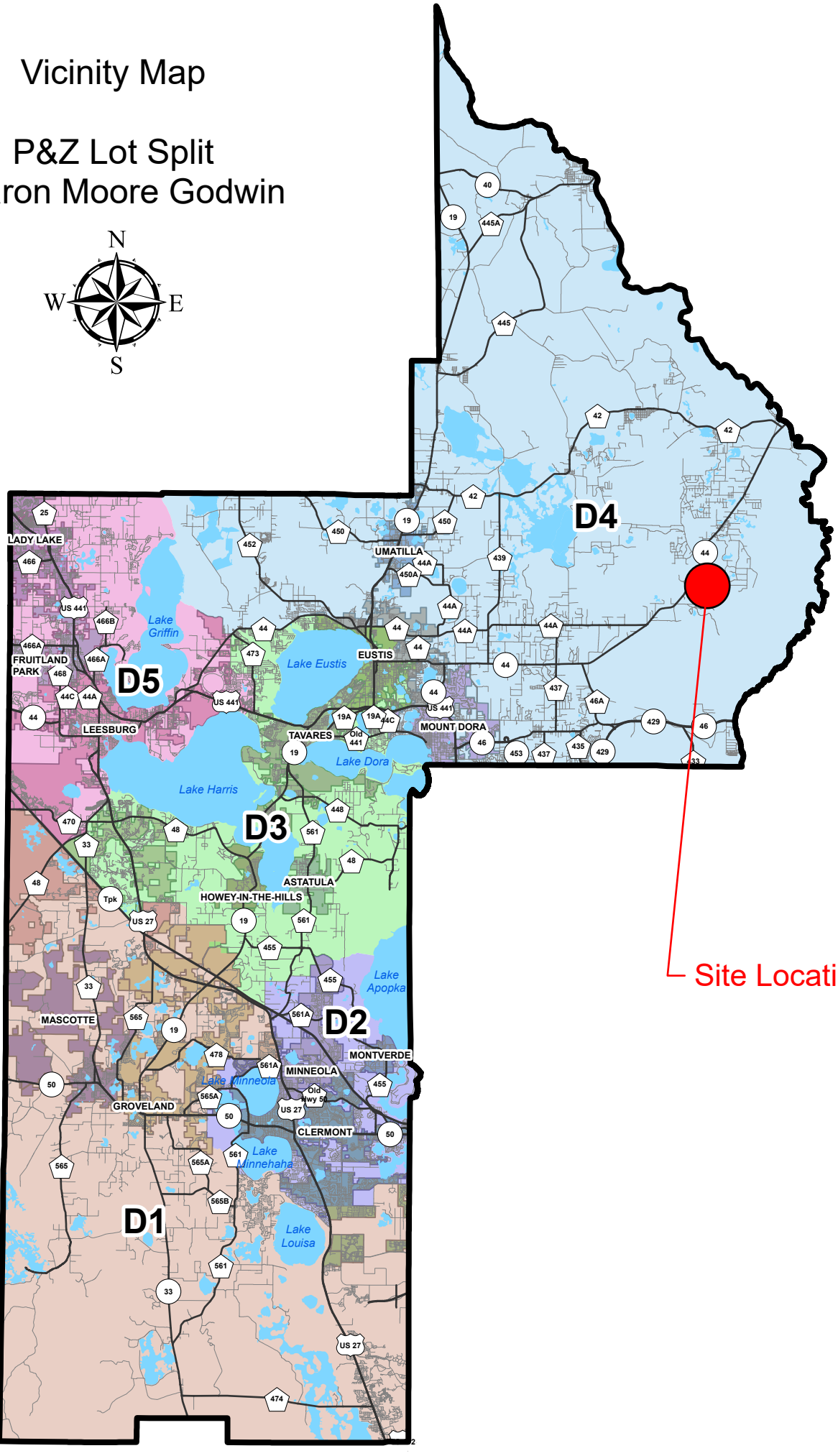
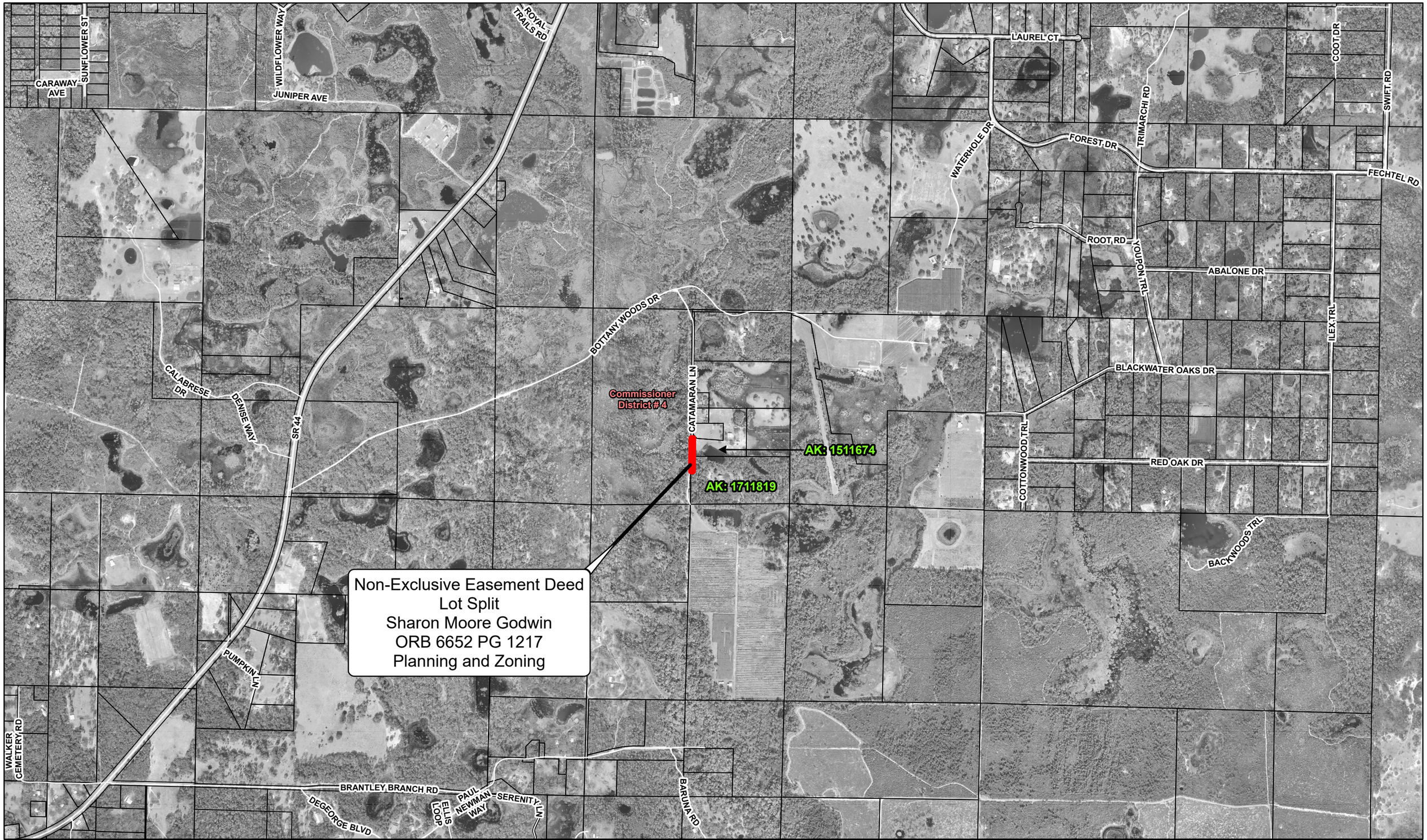
P&Z Lot Split - Julie M. Lainhart Deed Map

(2022 Aerial)

Vicinity Map

P&Z Lot Split
Sharon Moore Godwin





SECTION	TOWNSHIP	RANGE
20	18	29

Prepared by: EJW Date: 04/22/2026

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

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P&Z Lot Split - Sharon Moore Godwin
Deed Map Small Scale

(2022 Aerial)

SECTION	TOWNSHIP	RANGE
20	18	29

Prepared by: EJW Date: 04/22/2026

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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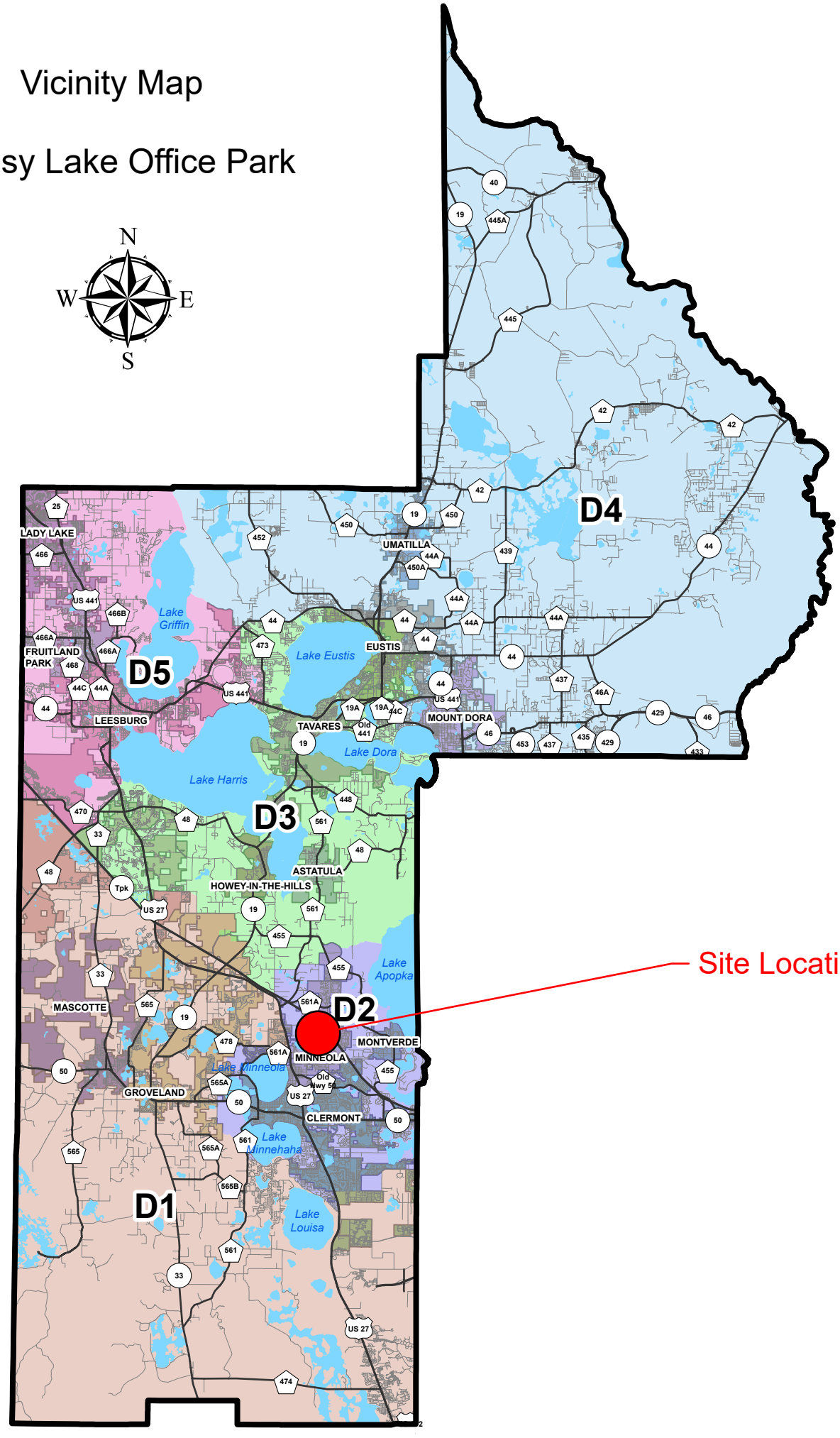
P&Z Lot Split - Sharon Moore Godwin Deed Map

(2022 Aerial)

Vicinity Map

Grassy Lake Office Park



Statutory Warranty Deed
Development Review
Grassy Lake Medical, LLC
City of Minneola
Commercial Development
ORB 6711 PG 163

AK: 2915668

MINNEOLA

Commissioner District # 1

Commissioner District # 2

SECTION	TOWNSHIP	RANGE
5	22	26

Prepared by: EJW Date: 04/16/2026

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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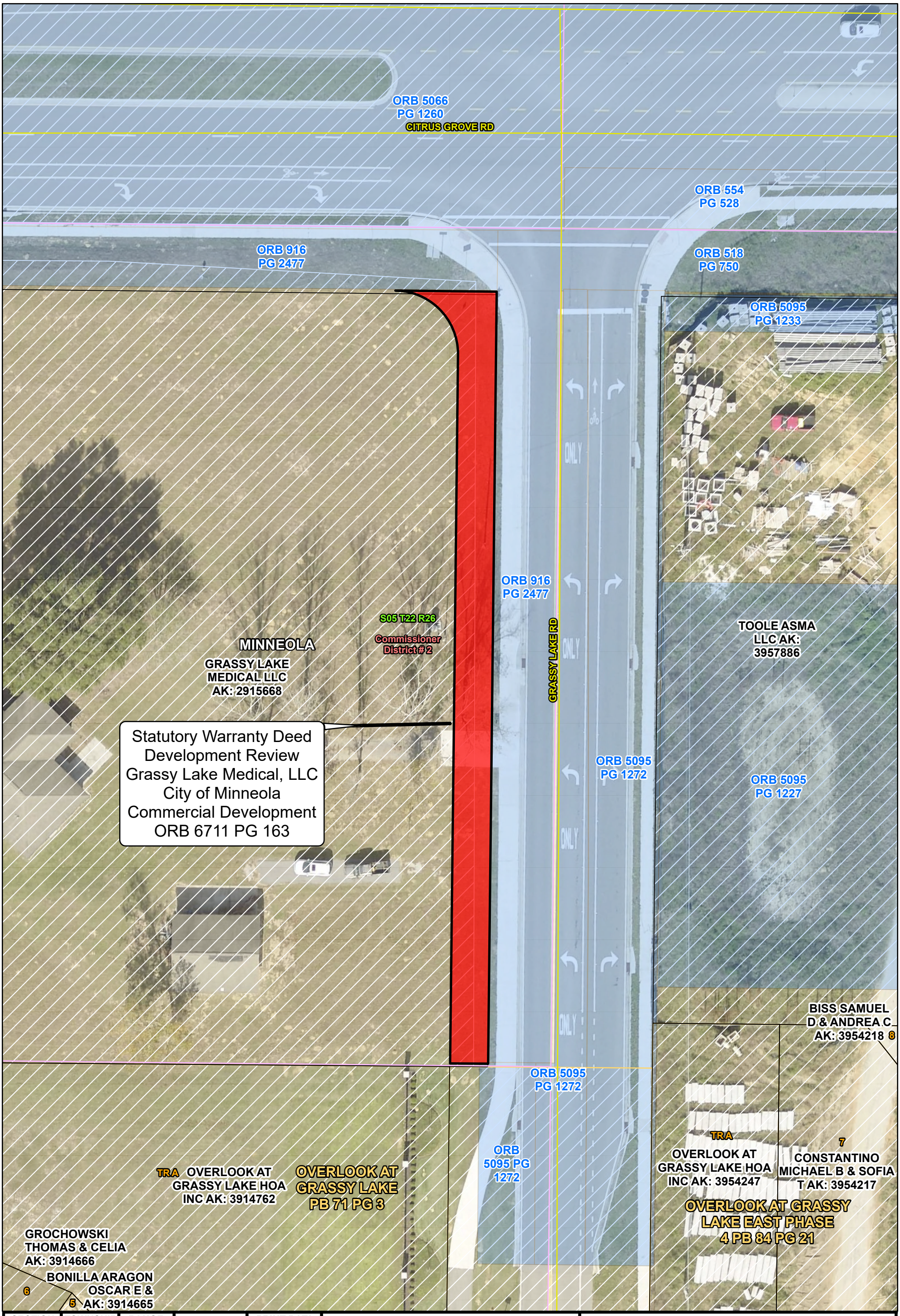
Grassy Lake Office Park
Deed Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
5	22	26

PREPARED BY: EJW

DATE: 04/16/2026

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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FILE PATH:

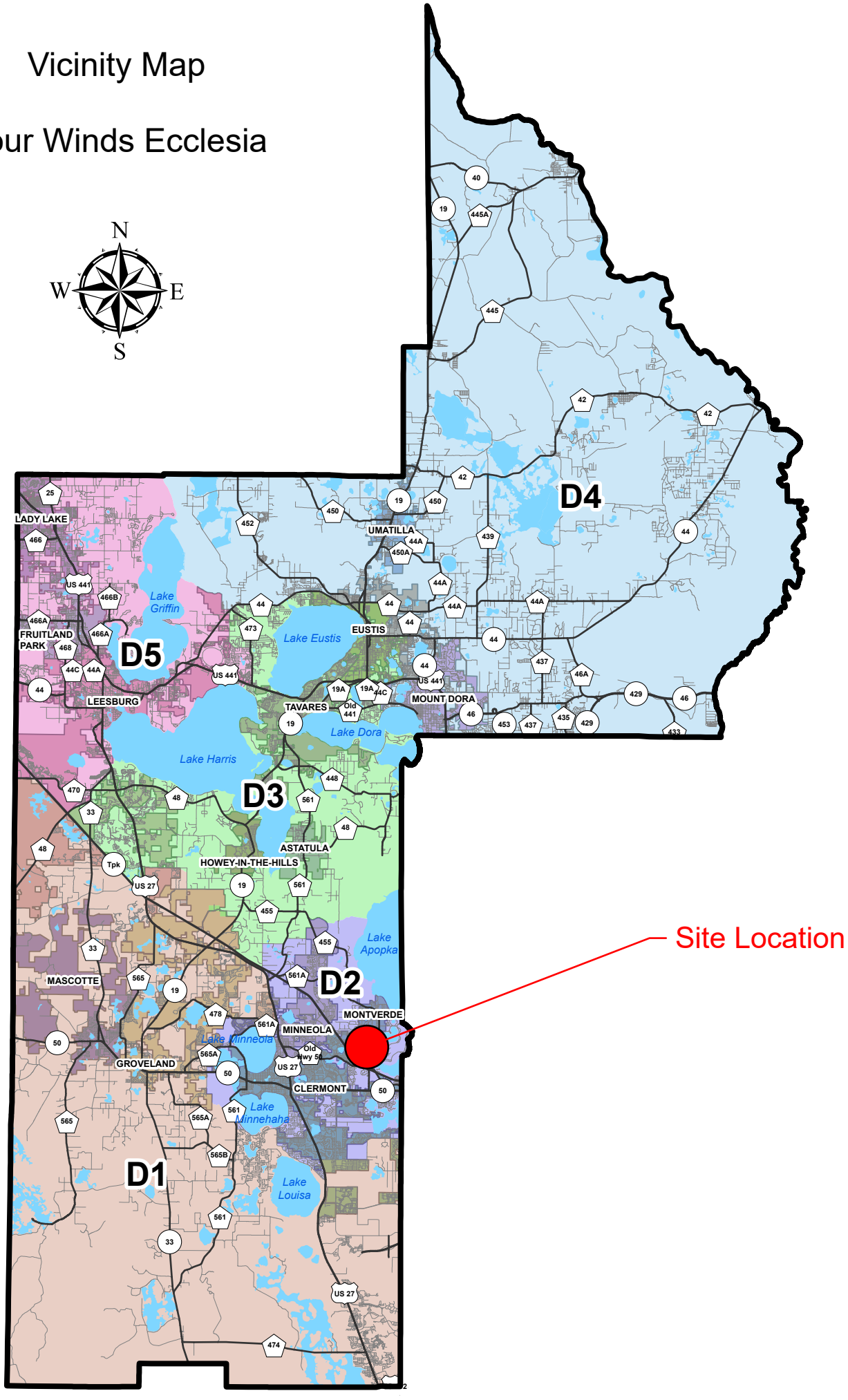
TITLE AND LEGEND

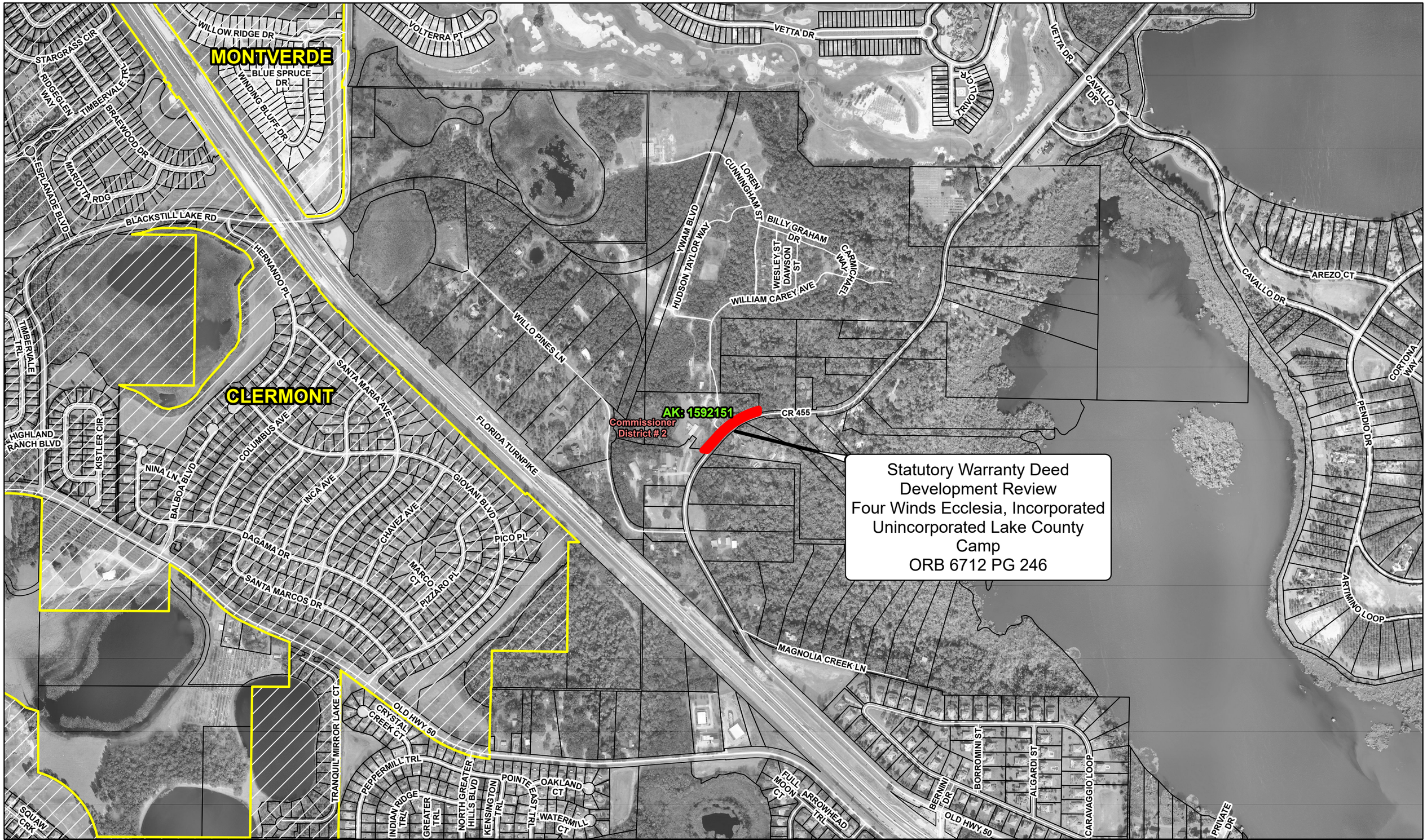
Grassy Lake Office Park
Deed Map

(2022 Aerial)

Vicinity Map

Four Winds Ecclesia





SECTION	TOWNSHIP	RANGE
14	22	26

Prepared by: EJW Date: 04/20/2026

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

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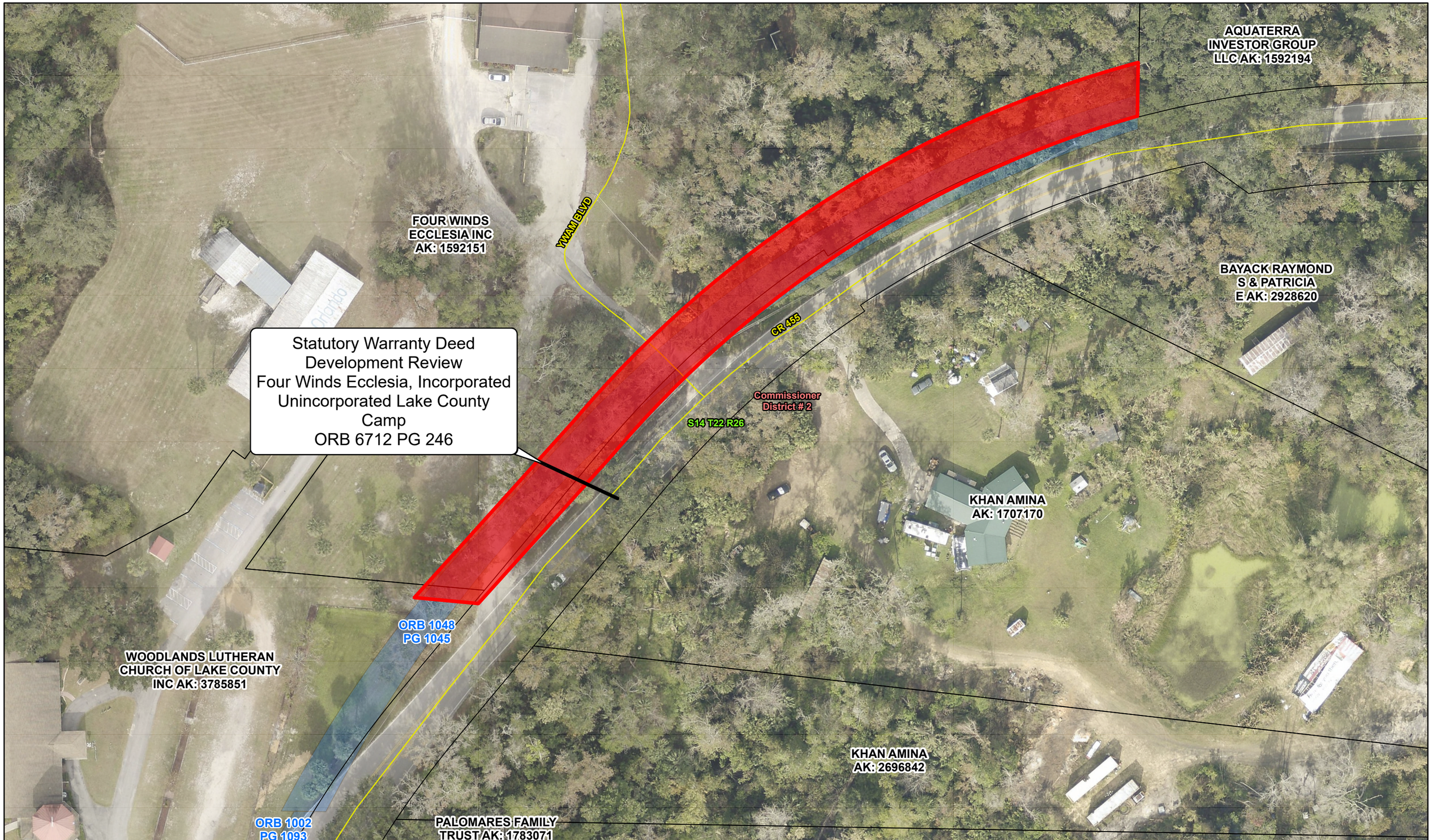
Four Winds Ecclesia, Incorporated
Deed Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
14	22	26

Prepared by: EJW Date: 04/20/2026

N W E S

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LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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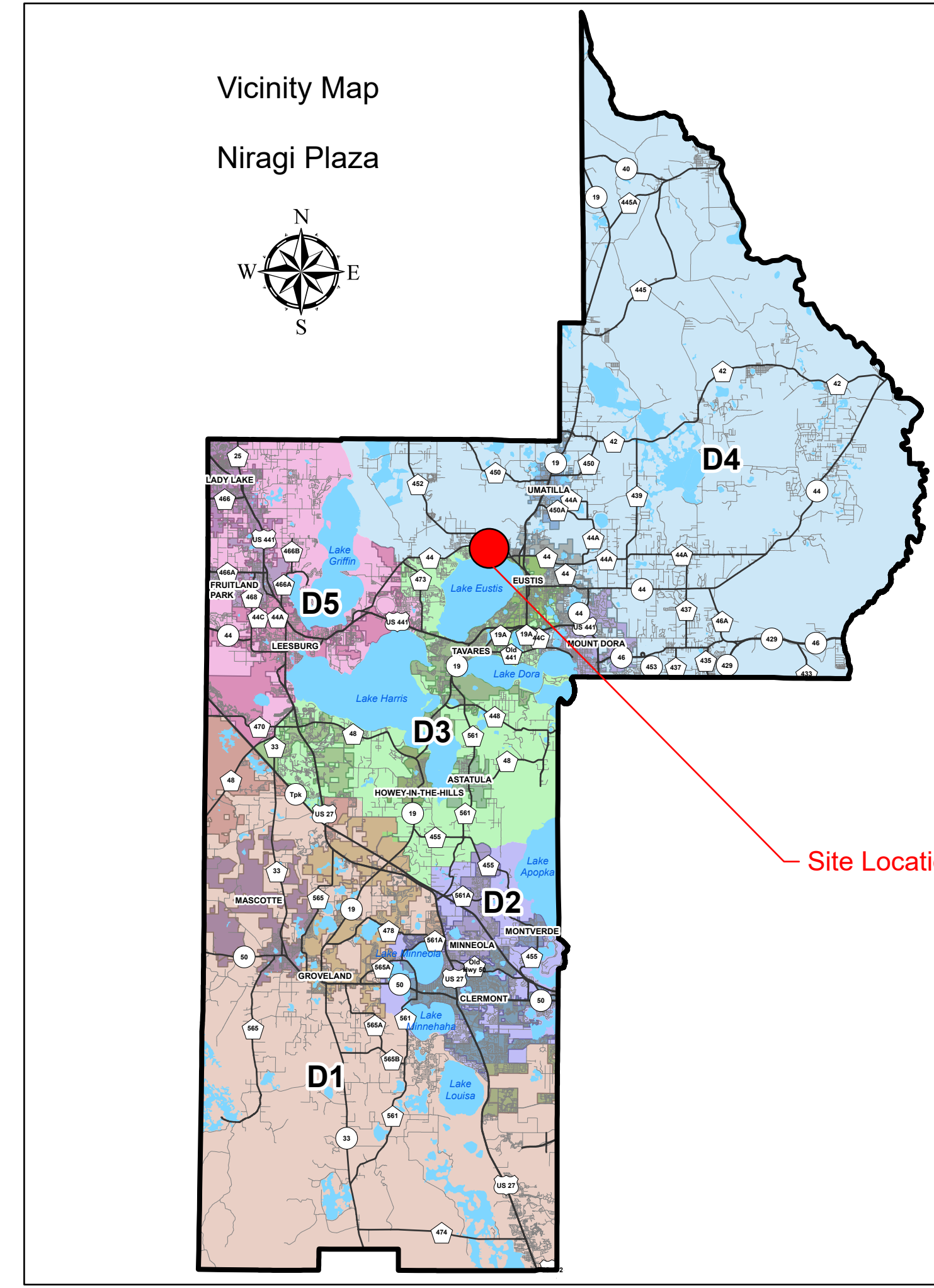
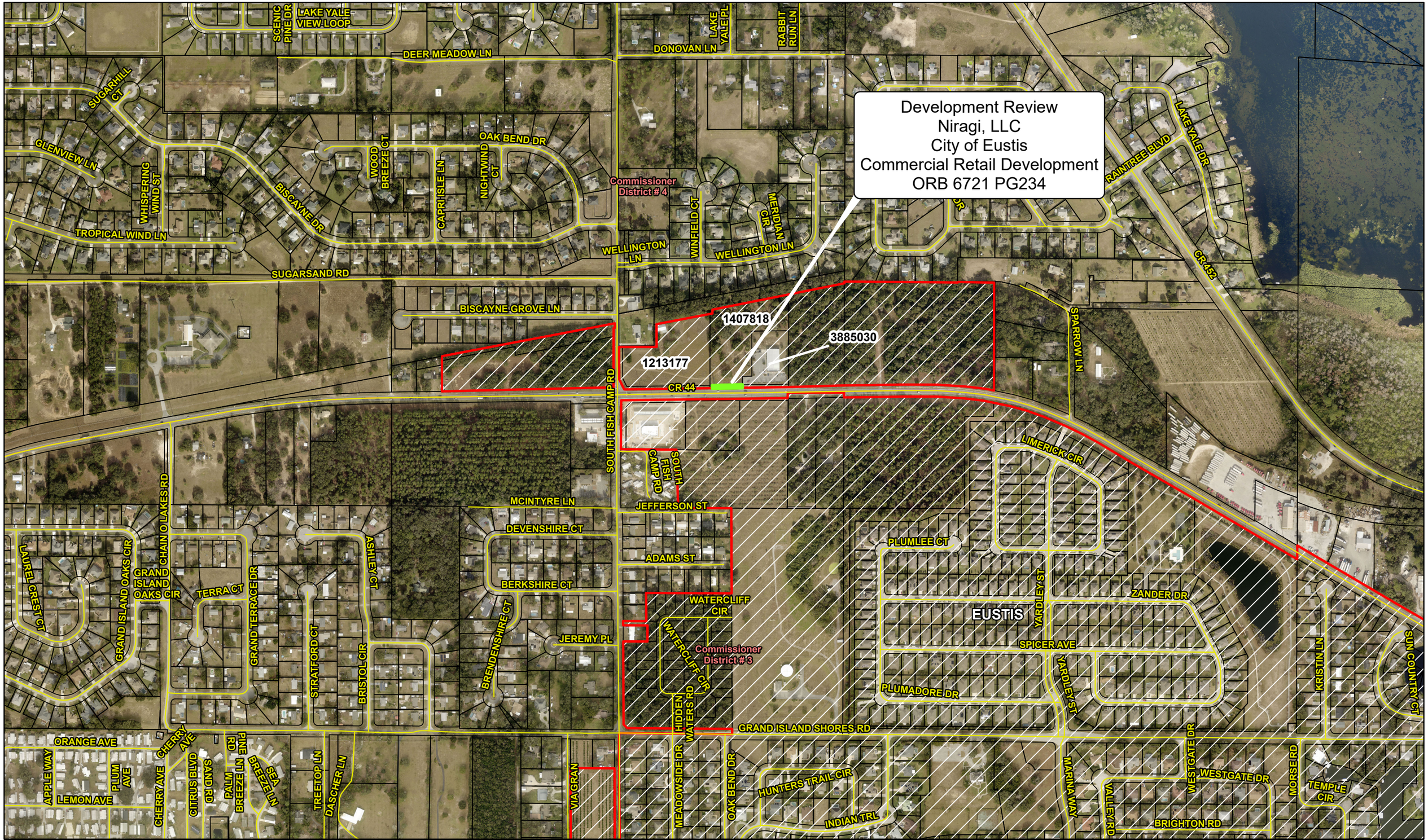
Four Winds Ecclesia, Incorporated
Deed Map

(2022 Aerial)

Vicinity Map

Niragi Plaza





SECTION	TOWNSHIP	RANGE
32	18	26

Prepared by: EJW Date: 04/16/2026

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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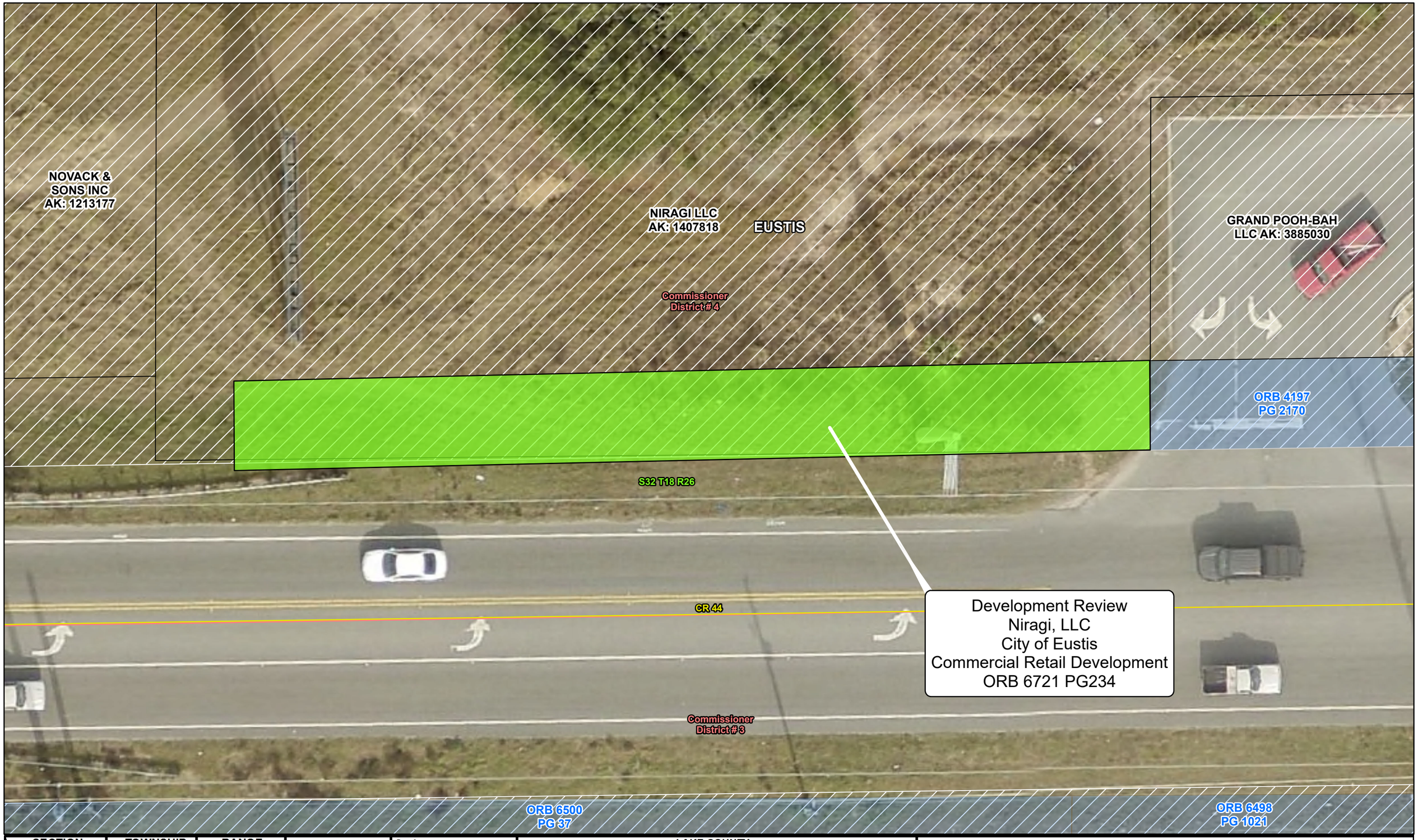
Niragi Plaza Deed Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
32	18	26

Prepared by: EJW Date: 04/16/2026

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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Niragi Plaza Deed Map

(2022 Aerial)

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

DATE: 04/10/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42890
BY: Sandy Beckett, Office Manager
SUBJECT: North Hancock Road Amendment to Road Improvement Agreement

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of an Amendment to the Roadway Improvement Agreement with Jen Florida 30, LLC regarding North Hancock Road Widening; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $7,767,248 (expenditure) of which $4,267,248 is estimated to be given to the Developer as South District transportation impact fee credits and up to $3,500,000 to be paid to the Developer in cash from South District impact fees. Commission District 2.

BACKGROUND SUMMARY: Jen Florida 30, LLC entered into a roadway improvement agreement with the County on March 10, 2020, for improvements associated with North Hancock Road. The Developer has already constructed the first two lanes of the roadway between Florida's Turnpike and County Road 561A.

The Agreement contemplated that the Developer would construct two additional travel lanes along Hancock Road between County Road 561A and the entrance to the Turnpike, excluding traffic signals and turn lanes, at its cost in exchange for transportation impact fee credits. To expedite completion of the widening project for the public benefit, and in recognition of increased project costs, the parties now desire to enter into a public-private partnership to complete the roadway improvements.

Under this partnership:
• The County will reimburse the Developer for one-third (1/3) of the roadway construction costs in cash. This amount will be based on final construction costs and is currently estimated at $2,133,624.
• The County will reimburse the Developer for two-thirds (2/3) of the roadway construction costs in transportation impact fee credits. This amount will be based on final construction costs and is currently estimated at $4,267,248.
• The County will reimburse the Developer for 100 percent of the costs associated with turn lanes. This amount will be based on final construction costs and is currently estimated at $400,872.
• The County will reimburse the Developer for 100 percent of the costs associated with

traffic signals and landscaping. This amount will be based on final construction costs and is currently estimated at $600,000.
• The County is also including $365,504 as contingent authorization to address any unlikely unforeseen costs.

The total estimated cost is $7,767,248, with all reimbursements based on actual construction costs.

The Developer will retain and manage the contractor. The County will issue a purchase order to the Developer for the cash-reimbursable portion of the project. Upon completion of the project, the Developer will receive the remaining balance in transportation impact fee credits.

Fiscal Impact: $7,767,248 (expenditure), $4,267,248, south district transportation fee credits and up to $3,500,000 south district impact fees.

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
SOUTH TRANSPORTATION BENE DST	1157	5056670	860674		$3,500,000
SOUTH TRANSPORTATION BENE DST	1157	5056670	324310		$4,267,248

Advertised Date: Paper:

Attachments:

1.	Amendment Hancock Road Widening_4.10.2026cao
2.	Vicinity Map N Hancock
3.	Location Map N Hancock Road Widening

STAFF APPROVALS AND DATES:

Sandy Beckett	Created/Initiated - 04/10/2026
Jeffrey Earhart	Approved - 04/13/2026
Michael Olka	Approved - 04/13/2026
David Hill	Approved - 04/27/2026
Kerri Andrews	Approved - 04/30/2026
Grace Burgos	Approved - 05/01/2026
Roberto Bonilla	Approved - 05/05/2026
Rachel Bartolowits	Approved - 05/07/2026
Ron Falanga	Approved - 05/07/2026
Kandace Pourbaix	Approved - 05/07/2026
Miranda Lanoue	Approved - 05/07/2026
Jaime Stewart	Approved - 05/07/2026
Melanie Marsh	Approved - 05/08/2026
Jennifer Barker	Approved - 05/08/2026

Marisol Saldana Final Approval - 05/08/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

AMENDMENT TO ROADWAY IMPROVEMENT AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND JEN FLORIDA 30, LLC REGARDING NORTH HANCOCK ROAD WIDENING

THIS AMENDMENT to the Roadway Improvement Agreement (the "Amendment") by and between LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, (the "County"), and Jen Florida 30, LLC, a Florida limited liability company, whose address is 1750 West Broadway, Suite 111, Oviedo, Florida 32765, (the "Developer"), together "Parties."

WITNESSETH:

WHEREAS, the County and Developer entered into a Roadway Improvement Agreement (the "Agreement") on March 10, 2020, relating to the North Hancock Road Widening project, a copy of the Agreement is attached hereto and incorporated herein as **Exhibit A**, and all terms, conditions, and obligations set forth in the Agreement remain in full force and effect; and

WHEREAS, the Agreement contemplated that Developer would construct the two additional southbound travel lanes along Hancock Road between County Road 561A and the entrance to the Turnpike, excluding traffic signals and turn lanes (the "Widening Project") at its cost in exchange for transportation impact fee credits, pursuant to the terms of the Agreement; and

WHEREAS, Advent Hospital, Minneola Horizon Academy, and Crooked Can in the immediate vicinity have recently been constructed or are planned to be constructed within one year of the date hereof; and

WHEREAS, in order to expedite the construction of the Widening Project for the public benefit and in recognition of cost increases affecting the Project, Developer and County wish to enter into this Amendment to reduce the amount of impact fee credits that Developer may be eligible to receive for the Widening Project to 2/3 of the cost of the improvements, and provide for a 1/3 cash contribution from County to the Widening Project; and

WHEREAS, the Parties acknowledge and agree that sharing the costs to widen North Hancock Road to four lanes pursuant to the terms of this Amendment will expediate the construction timeline and more equitably allocate the associated construction costs.

NOW, THEREFORE, the Parties agree as follows:

1. **Legal Findings of Fact**. The foregoing recitals are hereby adopted as legislative findings of the Lake County Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Amendment upon adoption hereof.

2. **Amendment.** The Agreement is hereby amended as follows:

A. **North Hancock Road Widening Reimbursement.**

(a) The County will reimburse the Developer for one-third (1/3) of the roadway construction costs in cash. This amount will be based on the final construction cost and is estimated at $2,133,624.

(b) The County will reimburse the Developer for two-thirds (2/3) of the roadway construction costs in transportation impact fee credits. This amount will be based on the final construction cost and is estimated at $4,267,248.

(c) The County will reimburse the Developer for 100 percent of the cost for turn lanes associated with the project. This amount will be based on the final construction cost and is estimated at $400,872.31.

(d) The County will reimburse the Developer for 100 percent of the cost for traffic signals and landscaping associated with the project. This amount will be based on the final construction cost and is estimated at $600,000. At the County's sole discretion, it may choose to install the traffic signals and landscaping using a separate contractor. The roadway concept plan map is attached hereto and incorporated herein as **Exhibit B.**

(e) The total estimated cost for items a, b, c, and d is $7,401,744. The costs will be based on actual construction costs.

(f) For the avoidance of doubt, the County will not be responsible for any amounts exceeding the 3.5M contribution for the purpose of the specific improvements set forth in this Agreement without approval of a future addendum to this Agreement by the Lake County Board of County Commissioners.

B. **Cost Estimate.** The cost estimate for the Widening Project is attached hereto and incorporated herein as **Exhibit C.**

C. **Reimbursement.**

(a) The Developer may submit monthly invoices to the County monthly for the County's portion of the Agreement (1/3 of road, 100% of turn lanes, and 100% of traffic signals). Upon approval by County inspection and engineering staff, the invoice will be processed. Payment will be made in accordance with the Prompt Payment Act.

(b) The Developer's request for impact fee credits will be submitted upon the project's final approval of construction by the County.

D. **Sections 5 A & B, Access Points and Traffic Signals, respectively,** are hereby amended to include the following clarifications as to the current status of the originally determined access points:

a. North Hancock Road and Imperial Ridge Way – Traffic Signal has already been installed by Advent Health.

b. North Hancock Road and Keystone Pass Boulevard – Traffic Signal shall be constructed by Developer as part of this Widening Project with costs reimbursed by County as set forth herein. Parties acknowledge that no traffic signal at Briar Rose is planned at this time, and therefore, it is not included in this Project.

E. **Section 5 C, Timing,** is hereby amended to read as follows:

C. Timing: The four-laning of North Hancock as part of the Widening Project, the final construction element to complete all Developer's obligations pursuant to the original Roadway Improvement Agreement, will commence construction no later than 90 days from the date of the approval of this Amendment. (The project will no longer be split into two segments.)

F. **Section 6 Plans, Specifications, and Permits,** is clarified for purposes of this Amendment as follows:

a. The plans, specifications and permits referenced in Section 6, Subsections A through F of the Agreement are complete. The Widening Project as detailed in this Amendment shall not involve the responsibility to prepare designs/plans, specifications, and/or permitting, and instead should proceed based on the plans already completed and approved. Only minor modifications may be needed during construction and any modification will require County's advance approval in accordance with the original Agreement.

G. **Section 9. A. Landscaping, Maintenance, and Street Lighting** is hereby amended to clarify maintenance obligations related to landscaping:

a. The landscaping on the east side of North Hancock Road is already installed and being maintained by the Hills of Minneola, CDD.

b. Additional landscaping is not presently being installed on the west side of North Hancock Road nor at the intersection North Hancock Road and CR 561A. Should landscaping be installed in the future, the developers responsible for its installation will also be responsible for its ongoing maintenance.

3. **Other Provisions.** All other provisions of the Agreement dated March 10, 2020, not specifically addressed above, will remain in full force and effect unless otherwise formally amended in writing and executed by the Parties hereto, with the same formality and of equal dignity herewith. To the extent that this Amendment conflicts with the Agreement dated March 10, 2020, this Amendment will govern.

4. **Effective Date.** This Amendment shall become effective upon the date the last party hereto executes it.

5. **Exhibits**. The following Exhibits are attached hereto and by this reference made a part hereof:

Exhibit A: Roadway Improvement Agreement
Exhibit B: Roadway Concept Plan Map
Exhibit C: Construction Cost Estimate

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed through their authorized representatives, on the respective dates set forth below. The Effective Date shall be the date of execution by the last party hereto.

COUNTY

LAKE COUNTY, FLORIDA by and through its BOARD OF COUNTY COMMISSIONERS

_____
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

DEVELOPER

WITNESSES:

Jen Florida 30, LLC, a Florida limited liability company

Signed, sealed and delivered in the presence of:

By: _____

Printed Name: Richard A. Jerman

Name: ~~Richard Jerman~~ Dan Edwards

Address: 1750 W. Broadway Ste 111 Oviedo Fl 32765

Title: ~~IT Managing Member~~ Vice President

Printed Name: Barbara Corker

Address: 1640 Eagle Nest Circle 32708

STATE OF FLORIDA
COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 13th day of April, 2026, by Dan Edwards as Vice President of Jen Florida 30, LLC, a Florida limited liability company, on behalf of the organization. She/He is personally known to me or has produced _____ (type of identification) as identification.

RICHARD A. JERMAN NOTARY PUBLIC MY COMMISSION EXPIRES 11-1-2028 STATE OF FLORIDA COMMISSION NUMBER HH 572573

Notary Public

Printed Name: Richard A. Jerman

My Commission Expires: 11/1/2028

Exhibit A
Roadway Improvement Agreement

ROADWAY IMPROVEMENT AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
JEN FLORIDA 30, LLC
REGARDING NORTH HANCOCK ROAD WIDENING

THIS ROADWAY IMPROVEMENT AGREEMENT ("Agreement") is made by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), whose address is 315 West Main Street, P.O. Box 7800, Tavares, Florida 32778, and **JEN FLORIDA 30, LLC**, a Florida limited liability company authorized to do business in the State of Florida, whose address is 1750 West Broadway, Suite 111, Oviedo, Florida 32765, and its successors and assigns ("Developer"), together the "Parties."

WITNESSETH

WHEREAS, the Developer owns certain property located in Lake County, Florida, identified as Parcel Identification Numbers 32-21-26-0001-000-01800 (AK 3894014) and 32-21-26-0001-000-00101 (AK 1411611) ("Developer's Property"); and

WHEREAS, the Developer or the Developer's assigns or successors intend to develop the Developer's Property into a mixed-use development, including, but not limited to, residential and commercial areas, known as the "Hills of Minneola," pursuant to a Planned Unit Development approval from the City of Minneola; and

WHEREAS, in obtaining the approval for the Hills of Minneola Planned Unit Development, the Developer conducted and submitted a traffic impact analysis based upon the approved entitlements for the mixed-use project; and

WHEREAS, the Parties have identified a need to widen the portion of North Hancock Road within existing right-of-way adjacent to the Developer's Property to accommodate increased traffic demands anticipated as a result of population growth in this area of Lake County, Florida; and

WHEREAS, the construction of an additional two (2) lanes on the subject portion of North Hancock Road, coupled with the Developer's previous commitment to extend Citrus Grove Road, fulfills traffic concurrency obligations for the buildout of the Hills of Minneola Planned Unit Development, as approved and entitled by the City of Minneola; and

WHEREAS, Section 22-3 of the Lake County Code states as its intent and purpose to assist in the provision of new facilities, the need for which is created by new development within Lake County, so that new development bears a proportionate share of the cost of such new facilities, rather than placing such costs on existing residents and taxpayers; and

WHEREAS, Section 22-39 of the Lake County Code provides that, in lieu of paying all or a part of the road impact fees required for a given development, a developer may construct a road improvement project and be given credit against the road impact fees otherwise due, with the amount of the credits being based upon the actual cost of the road improvement project ("Transportation Impact Fee Credits"); and

WHEREAS, Transportation Impact Fee Credits may be given for "Nonsite-Related Improvements," as defined in Section 22-4 of the Lake County Code; and

WHEREAS, the Parties desire that certain roadway improvements be designed and constructed for a public purpose near and adjacent to the Developer's Property; and

WHEREAS, the Developer desires to design and construct a portion of the widening of North Hancock Road as provided herein; and

WHEREAS, the Parties acknowledge that the design and construction of the widening of North Hancock Road as provided herein must be done timely in order to meet the accommodate increased traffic demands anticipated from the development of the Developer's Property; and

WHEREAS, the Developer and the County desire to reduce to writing and confirm specific terms and conditions of their understanding and agreement related to the Developer's design and construction of the certain improvements described herein, as well as the Developer's entitlement to Transportation Impact Fee Credits from the County for the Developer's fulfillment of the same.

NOW, THEREFORE, for and in consideration of the mutual terms, understandings, conditions, premises, and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated as a material part of this Agreement as if fully set forth herein.

2. **Effective Date**. This Agreement shall become effective on the date that this Agreement is executed by the last party to sign ("Effective Date").

3. **Improvements**.

A. The County and the Developer agree that the Developer, at the Developer's expense, will design and construct roadway improvements to widen North Hancock Road to four (4) lanes, extending from the terminus of the existing four-lane portion of North Hancock Road located north of the turnpike interchange to County Road 561A (hereinafter referred to as the "North Hancock Road Widening Project" or the "Project"), as generally depicted in **Exhibit A**, attached hereto and incorporated herein. The Project will be constructed as a four-lane width to match the existing four-lane width constructed by the Turnpike which ends approximately 800 feet east of the northbound on and off ramps. The proposed alignment, approximate access points, and typical cross section for such Project are provided in **Exhibit B** and **Exhibit C**, attached hereto and incorporated herein. The project will include the following improvements to the intersection at CR 561A: (1) intersection re-striping, as may be needed, to tie into the four-lane configuration on North Hancock Road; and (2) approach striping/restriping on North Hancock Road to provide a proper transition to CR 561A.

B. When completed, the North Hancock Road Widening Project will function as a four (4) lane arterial road and, pursuant to the terms of this Agreement, the Developer will be eligible for Transportation Impact Fee Credits related thereto. The Developer, its successors in interest or assigns, will design and construct the North Hancock Road Widening Project and improvements related thereto in accordance with the terms of this Agreement.

C. The Developer shall bear the full responsibility for payment of all financial obligations for the North Hancock Road Widening Project. The County will cooperate with the Developer to facilitate all matters to be undertaken by or on behalf of the County as otherwise provided herein.

4. **Rights-of-Way, Ponds, and Easements**.

A. Right-of-Way: The County has previously been conveyed the necessary right-of-way to accommodate the widening of North Hancock Road to four (4) lanes. The Parties agree that the Developer and its contractors have a right to enter upon such County right-of-way for the purpose of construction of the North Hancock Road Widening Project. This right of entry for construction purposes shall terminate upon completion and acceptance by the County of the North Hancock Road Widening Project or the applicable segment thereof. Notwithstanding anything to the contrary herein, it is expressly agreed and understood that, upon completion and acceptance by the County of the North Hancock Road Widening Project or applicable segment thereof, said roadway shall be a public road and the Developer shall have the right to use such roadway to access the Developer's Property.

B. Stormwater Improvements: Prior to entry of this Agreement, the County was conveyed or granted easements for stormwater retention areas and ponds for and related to the widening of North Hancock Road to four (4) lanes. The stormwater retention areas and ponds for that portion of North Hancock Road to be widened have been designed and constructed to accommodate stormwater based upon the widening of the roadway to four (4) lanes. The Parties acknowledge that it may be necessary to relocate, re-configure, or otherwise modify the existing easements for stormwater retention areas and ponds, or existing stormwater retention areas and ponds, based upon the final plans and specifications for the North Hancock Road Widening Project. The Developer will be responsible for engineering and designing any such modifications to the existing retention areas and stormwater ponds (collectively, the "Stormwater Modifications"). The Developer will design and build the Stormwater Modifications to adequately take stormwater runoff from the North Hancock Road Widening Project and to sufficiently accommodate four-lane alignments as provided herein. The design and construction of the Stormwater Modifications shall conform in all material respects to the plans and specifications submitted to and approved by the County. The Stormwater Modifications, if any, shall be conveyed or dedicated to the County, at no cost to the County and in a form acceptable to the County. In the event Stormwater Modifications are undertaken or desired by the Parties, such modification may be made upon written confirmation between the Developer and the Lake County Public Works Department Director, or his or her designee, provided that Lake County Public Works has determined such Stormwater Modifications will have no negative impact to the drainage for North Hancock Road.

C. Maintenance: The Developer may jointly use the stormwater retention areas and ponds, so long as the retention areas and ponds sufficiently accommodate the drainage for North Hancock Road. The County will have no obligation to provide maintenance, mowing, repair, or landscaping of the stormwater of any retention areas and ponds on the Developer's Property and retention areas and ponds that are jointly utilized by the Developer and the County. The Parties acknowledge that the Developer, or its successors and assigns, may assign these obligations for maintenance, mowing, and landscaping responsibilities to a homeowners' association or property management association. The Developer and its successors shall bear no responsibility for any costs and expenses of the

maintenance and repair of the Stormwater Modifications or the existing retention areas and stormwater ponds unless they are jointly utilized.

5. **Access Points, Traffic Signals, and Timing**.

A. Access Points: The County and the Developer acknowledge and agree that the access points from North Hancock Road into the Developer's Property shall be in the locations as generally depicted on **Exhibit B**, attached hereto. Additionally, the County agrees and acknowledges that at least two (2) of the access points shall be fully signalized, if warranted, and allow for full turning movements into and out of the Developer's Property. The Developer shall apply for a Lake County Driveway Permit and Right of Way Utilization Permit for each driveway and utility constructed in the right of way of North Hancock Road.

B. Traffic Signals: Conduit, wiring and related infrastructure for traffic signals in and for the North Hancock Road Widening Project, if not already existing, shall be installed by the Developer or the Developer's agent as part of the Project. Thereafter, the County, at its expense, shall complete the installation of traffic signals at the designated intersections along the North Hancock Road Widening Project when warranted, as determined by the County. The Developer shall have no obligation or responsibility for the maintenance, repair, or the operational costs of any traffic signals for the North Hancock Road Widening Project. The Parties acknowledge that ownership of such traffic signals may be transferred to the City of Minneola. At the request of the County, the Developer shall complete the full installation of the traffic signals at the time of initial construction if a signal is determined to be warranted by proposed Developer site development plans.

C. Timing: Unless the Developer chooses, in its sole discretion, to commence the Project sooner, the Parties acknowledge and agree that the Developer's obligation to commence the North Hancock Road Widening Project shall coincide with the following schedule:

i. Segment 1: That portion of the North Hancock Road Widening Project extending from the terminus of the existing four-lane portion of North Hancock Road located north of the turnpike interchange to The Hills Parkway, as depicted on **Exhibit B**, shall commence no later than the issuance of a building permit resulting in the 700th cumulative peak hour trip onto North Hancock Road from that portion of the Hills of Minneola Planned Unit Development located north of the turnpike. The construction of this segment shall be completed within 12 months of the County's notice of commencement.

ii. Segment 2: That portion of the North Hancock Road Widening Project extending from The Hills Parkway to County Road 561A, as depicted on **Exhibit B**, shall commence no later than the issuance of a building permit for the 2,000th cumulative peak hour trip onto North Hancock Road from within that portion of the Hills of Minneola Planned Unit Development located north of the turnpike. The construction of this segment shall be completed within 15 months of the County's notice of commencement.

iii. Peak Hour Trip: All peak hour trips calculated for purposes of this Section shall be cumulative net new external two-way pm peak hour trips for all residential and commercial properties constructed in the Hills of Minneola PUD north of the

turnpike. The calculation of peak hour trips shall be performed using the Trip Rates Matrix provided in **Exhibit D**, attached hereto and incorporated herein.

iv. A maximum of 500 two-way peak hour trips shall be allowed per single driveway unless and until the four-lane construction has been completed at that driveway location.

v. Access into the Developer's Property from a two-lane portion of North Hancock Road shall be evaluated for the need for a southbound left turn lane based upon the Highway Capacity Manual (HCM) capacity and the NCHRP Report 457 warrant methodology and, if not determined to be warranted, construction of a southbound left turn lane shall not be required on the two-lane portion of North Hancock Road for such access into the Developer's Property.

vi. The Parties agree and acknowledge that any required southbound turn lanes from North Hancock Road into the Developer's Property shall be constructed simultaneously with the North Hancock Road Widening Project or the applicable segment or phase thereof, unless required to be constructed sooner as provided in an approved Lake County Driveway Permit and based upon the criteria in subsection v above.

6. **Plans, Specifications, and Permits**.

A. Prior to the start of construction, the Developer shall be responsible for preparing and submitting plans and specifications for the applicable segment of the North Hancock Road Widening Project to the County ("Plans and Specifications") which meet the County's standards and requirements. The County will review and approve the Plans and Specifications, or advise the Developer in writing of those changes to the Plans and Specifications which will result in their approval, within thirty (30) days of submission by the Developer, unless otherwise agreed by the Developer and the Public Works Department Director, or his or her designee. Any resubmittals of the Plans and Specifications as a result of changes required by the County shall be reviewed and responded to by the County within twenty (20) days after such resubmittal by the Developer. Once approved, the final Plans and Specifications shall become a material part of this Agreement and shall be used by the Developer to obtain bids for the Project.

B. Prior to initiation of plan development, the Developer will have a conference with the Department of Public Works to go over the conceptual layout of the development and future stormwater pond and easement locations for county approval. Thereafter, the Developer will submit plans for Public Works Department's approval at the 30%, 60%, 90%, 100%, and final stages of plan design and development.

C. The Plans and Specifications for the North Hancock Road Widening Project may be modified through the mutual agreement of the Developer and the County during the permitting process and by change orders as actual construction of the Project progresses. To be effective and binding against the County or the Developer, however, any and all such modifications and change orders must be in writing and executed by the Parties. Based upon approved modifications and change orders related to the County's requests and Nonsite-Related Improvements, the County will add Transportation Impact Fee Credits for a cost increase and deduct Transportation Impact Fee Credits for a cost decrease.

D. The Developer shall design the North Hancock Road Widening Project in a manner sufficient to satisfy the applicable government permitting requirements and shall apply for and obtain all permits and approvals. It will be the responsibility of the Developer, at the Developer's expense, to obtain any and all environmental surveys and environmental permits, if any necessary, for the North Hancock Road Widening Project (collectively, the "Environmental Permits"). Any funds expended by the Developer in connection with the Environmental Permits for the North Hancock Road Widening Project are eligible for Transportation Impact Fee Credits as provided herein.

E. The Developer shall be responsible for performing, at the Developer's expense, all environmental mitigation related to the construction of the North Hancock Road Widening Project, if so required. Before performing any environmental mitigation, the Developer will detail any environmental mitigation on the Plans and Specifications provided to the County. Any funds expended by the Developer in connection with the environmental mitigation required for the North Hancock Road Widening Project are eligible for Transportation Impact Fee Credits as provided herein. The County has already provided environmental mitigation for the stormwater ponds and easements, therefore only the work within the project road corridor itself will be eligible for Transportation Impact Fee Credits. Work outside the road corridor is assumed to be at the Developer's need for pond relocation.

F. Design costs, including, but not limited to, the fees of a Project Engineer, will also be available for Transportation Impact Fee Credits as provided for in this Agreement. The Developer agrees to retain a Project Engineer for the North Hancock Road Widening Project who is qualified and licensed in the State of Florida. The Parties acknowledge that the Developer is not required to use a competitive bidding process to retain an engineering firm to design the Project. The Professional Design Fees proposed by the Developer are $438,000.00 as provided in **Exhibit E**, attached hereto. The Developer will contract with an engineer to provide a scope of services document for the Lake County Department of Public Works' approval.

7. **Construction Requirements**.

A. The Developer agrees to use a competitive bidding process in retaining a contractor to construct the North Hancock Road Widening Project. The Developer shall obtain at least three (3) bids from qualified contractors. The County will have the right to review the competitive bidding process utilized by the Developer and shall additionally have the right to review all bids received. Each bidder shall be financially responsible. In the event the County determines that the bidding process is insufficient or that the proposed number of construction days to complete the Project is not reasonable, the County may require the Developer to reject all bids and re-bid the Project or a portion thereof as applicable. If the Developer refuses to reject the bids and re-bid the Project, the County shall have the option to terminate this Agreement, including terminating any obligation of the County to reimburse the Developer or provide Transportation Impact Fee Credits to the Developer. After receipt of responsive bids, the Developer shall select the lowest priced responsive and financially responsible bidder, notify the County of the bidder selected, and enter into a construction contract with the selected contractor. If the Developer does not select the lowest responsive and financially responsible bidder, the County's granting of Transportation Impact Fee Credits will be in the same amount as the bid of the lowest responsive and financially responsible bidder. Upon the Developer's execution of a final

construction contract with the lowest responsive and financially responsible bidder ("Construction Contract"), the Developer will provide a copy of the Construction Contract to the Lake County Department of Public Works and the Construction Contract will serve as a basis for determining actual Transportation Impact Fee Credits to be issued to the Developer.

B. The current Estimated Costs necessary for the Developer to fully perform its obligations under this Agreement and complete each segment of the North Hancock Road Widening Project are as stated in the Cost Estimate attached hereto as **Exhibit F**, which by this reference is made a part of this Agreement.

C. The Developer shall not begin construction on the North Hancock Road Widening Project until all required rights-of-way, easements, permits, plans, bids, and bonding requirements have been met and received pursuant to the terms of this Agreement and the Lake County Public Works Department Director, or his or her designee, has issued a written **Notice to Proceed** to the Developer for the applicable segment of the Project.

D. Prior to the commencement of construction and after a written Notice to Proceed has been provided to the Developer for the applicable segment of the Project, the Developer shall schedule, notice, and attend a pre-construction conference with the Developer's engineer, the Developer's contractor, the Lake County Department of Public Works, the City of Minneola, and all involved utility companies. The Developer agrees to provide notice of the meeting to the County and other relevant entities at least seven (7) days in advance of such meeting to allow the appropriate individuals and entities to attend.

E. The Parties agree that the Developer shall complete construction of the applicable segment of the North Hancock Road Widening Project as described herein within fourteen (14) months from the date of the Notice to Proceed for such segment, unless otherwise agreed to in writing by the Developer and the County. Upon completion of the work of the applicable segment in accordance with the Plans and Specifications, the Developer shall furnish a set of record drawings to the County certified by the Engineer of Record that the necessary improvements have been completed in general conformance with the plans and approvals, as the same may be modified in accordance with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that to the best of the Engineer of Record's knowledge, information, and belief, all materials entering into the work are in general conformance with the plans, or otherwise conform to or meet generally accepted professional practices. The Developer shall also prepare and submit, at its cost, any required certifications to permitting agencies. Notwithstanding anything to the contrary herein, the Developer reserves the right and may undertake the North Hancock Road Widening Project in phases based upon current and anticipated trips, completed residential units and non-residential square footage within the Developer's Property, and additional factors impacting the timing of the need for the additional lanes and related improvements.

8. **Payment and Performance Bonds and Warranties**. Prior to issuance of the Notice to Proceed for either segment of the North Hancock Road Widening Project, the Developer shall provide a performance and payment bond, or irrevocable letter of credit, for such segment of the Project to the County that complies with the applicable provisions of the Florida Statutes for public construction bonds and is in a form acceptable to the Lake County Attorney's Office. The security instrument shall be made payable to the County in the amount of one hundred ten percent (110%)

of the construction costs for the applicable segment of the Project and shall remain in effect until that segment of the North Hancock Road Widening Project has been completed and accepted by the County. The construction contract applicable to such segment of the North Hancock Road Widening Project shall contain a warranty of the work performed which shall be in force and effect for a period of twenty-four (24) months from the date on which the County accepts ownership and maintenance responsibility for such segment of the Project. The Developer shall also provide to the County a maintenance bond or letter of credit, in a form acceptable to the Lake County Attorney's Office, in the amount of ten percent (10%) of the total construction cost for a period of twenty-four (24) months from the date on which the County accepts ownership and maintenance responsibility for such segment of the Project. In the event the Developer defaults on the construction of the North Hancock Road Widening Project or if the Developer defaults under any material provision of this Agreement, the County may utilize the payment and performance bond or letter of credit to complete the work for the North Hancock Road Widening Project and/or provide maintenance. The foregoing requirement for a performance bond, payment bond, or letter of credit shall cease if this Agreement is terminated as provided herein.

9. **Landscaping, Maintenance, and Street Lighting**.

A. Landscaping: In the event that the Developer proposes to install landscaping and irrigation (collectively, the "Landscaping Improvements") in the rights-of-way, easements, retention areas, stormwater ponds, and Stormwater Modifications for the North Hancock Road Widening Project, the Developer, at Developer's expense may prepare and submit to the County plans and specifications for Landscaping Improvements. The County must review and approve the plans and specifications for the Landscaping Improvements prior to the start of installation by the Developer. If approved by the Public Works Department Director, or his or her designee, the plans and specifications for the Landscaping Improvements will become a material part of this Agreement and may thereafter only be modified based upon a written agreement between the Developer and the County. The responsibility to install and pay for any Landscaping Improvements is with the Developer and its successors or assigns. This duty to maintain landscaping is with the Developer and any of its successors or assignees. 'Maintain' includes, but is not limited to, mowing, edging, irrigating and trimming. Landscaping Improvements are not eligible for impact fee credits. The County reserves the right to trim, repair or remove any Landscaping Improvements, without replacement, if deemed by the Public Works Department to be a safety hazard to vehicles, pedestrians, or bicycle traffic. Landscaping required by the City of Minneola or requested by the Developer is not eligible for impact fee credits.

B. Lighting: If requested by the County, the Developer will design and install street lighting in and for the North Hancock Road Widening Project. Street lighting will be installed by the Developer in a specification and manner acceptable to the County. Placement of street lighting, if any, will be contingent upon agreement or understanding between the City of Minneola and the County regarding payment of utility fees and charges for the operation of the street lighting. If installed, the Developer will have no obligation or responsibility for the maintenance, repair, utility or the operational costs of such street lighting following the completion of the Project or applicable segment of the Project, unless otherwise required by the City of Minneola. The Developer shall be entitled to receive impact fee credits for the costs of any street lighting it is requested to install by the County in and for the North Hancock Road Widening Project.

10. **Impact Fee Credits**.

A. In consideration of the obligations set forth herein, the County agrees to provide the Developer with Transportation Impact Fee Credits for the design, engineering, and construction costs associated with the construction of Nonsite-Related Improvements, as defined in the Lake County Code, related to the North Hancock Road Widening Project and as set forth in this Agreement. The estimated costs are shown on the Cost Estimate in **Exhibit F** attached to this Agreement and incorporated herein. Additionally, the County agrees to provide Transportation Impact Fee Credits as reimbursement to the Developer for the costs associated with the permitting of the North Hancock Road Widening Project, as approved by the Lake County Public Works Department, as well as the costs incurred by the Developer due to environmental mitigation as approved by the County. The Developer agrees and acknowledges that it is not entitled to Transportation Impact Fee Credits for the conveyance to the County of any rights-of-way or easements.

B. In the event the bids received for the Project exceed twenty-five percent (25%) of the estimated engineering or construction costs set forth in **Exhibit F**, the Developer shall promptly notify the Public Works Director and the County may terminate this Agreement upon forty-five (45) days' written notice to the Developer. In the event the bids received exceed the estimated engineering or construction costs set forth in **Exhibit F**, the Developer agrees that construction shall not commence until a written Notice to Proceed is provided by the County. In no event shall this Agreement obligate the County to provide Transportation Impact Fee Credits in an amount exceeding the actual cost of design and construction.

C. Transportation Impact Fee Credits for the engineering, permitting and environmental mitigation in **Exhibit E** will be released at the time that the plans have been approved as final by the Public Works Director and all permits have been received. Transportation Impact Fee Credits for construction of each segment of the Project as identified in Section 5.C. will be released upon the County of final approval of construction for each Project segment and all submittals have been received.

D. To the extent there is an increase in the Cost Estimate attached hereto in **Exhibit F** as a result of any modification of the design of the North Hancock Road Widening Project or change order(s) to the Plans and Specifications as construction progresses that is/are approved by the County, the County agrees to reimburse the Developer in Transportation Impact Fee Credits in an amount equal to the increase in costs resulting from such modification or change order(s). To the extent there is a decrease in the Cost Estimate as a result of any modification of the design of the North Hancock Road Widening Project or change order(s) to the Plans and Specifications as construction progresses that is/are approved by the County, the Parties agree that the amount of Transportation Impact Fee Credits will decrease in an amount equal to the total decrease in the cost resulting from such modification or change order(s).

E. Upon completion and acceptance by the County of the applicable segment of the North Hancock Road Widening Project, the Developer has the authority to assign or transfer any Transportation Impact Fee Credits in the same impact fee district, in accordance with Section 22-40 of the Lake County Code.

F. Impact Fee Credits for design, engineering, construction, permitting, and environmental mitigation shall be limited to the proposed improvements within the existing right of way corridor of North Hancock Road and CR 561A. It is presumed that all other improvements outside of the right of way corridor, including pond relocation are for the Developer's property improvements. The Developer shall clearly delineate the separation of improvements for the bidding process to ensure that the County only pays for the Non-site Related Improvements. The one exception to the pond relocation cost is at the south end of the project where the Florida Turnpike constructed stormwater ponds in the alignment of the future four lane of North Hancock Road. These ponds must be relocated onto the Developer's Property and a cost share for construction will be allowed on a pro-rata basis for pond volume constructed.

11. **Self-Help Provision**. In the event the County desires to expedite the overall construction of the North Hancock Road Widening Project, the County shall be permitted, upon delivery of written notice to the Developer, to assume the Developer's responsibilities related to the Project. In such event, the County shall be entitled to ownership of the Plans and Specifications for the North Hancock Road Widening Project, to ownership and possession of all permits (including environmental permits) granted to the Developer in connection with the North Hancock Road Widening Project, and to obtaining easements from the Developer over and to stormwater ponds designed in connection with the North Hancock Road Widening Project (if not already granted). In such event, the Developer shall use its best efforts to ensure the successful transfer of the same to the County; provided, however, that all costs related to design, engineering, permitting, environmental mitigation, and construction then performed shall nonetheless be reimbursed by the County to the Developer in Transportation Impact Fee Credits equal to the total costs incurred by the Developer prior to the Developer receiving notice from the County of the County's intent to exercise its rights contained in this paragraph.

12. **Approvals**. In those instances, in which a Party's approval, consent, or satisfaction is required under this Agreement, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

13. **Indemnification**. The Developer, its successors and assigns, shall, to the extent permitted by law, defend, indemnify, and hold harmless the County, its officers, commissioners, council members, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable attorney's fee, or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the Developer itself, its agents, contractors, subcontractors, employees, or representatives in the performance of its obligations under this Agreement. The foregoing indemnification provision shall not apply to any errors, omissions, or acts arising directly or indirectly from or caused in whole or in part by the negligence of the County, its officers, commissioners, council members, employees, and agents, or claims that may be asserted by third-party property owners for damages arising from the performance of the obligations in this Agreement.

14. **Insurance**. Notwithstanding the performance bond requirement provided herein, and without waiving such performance bond requirement, the Developer shall maintain, or cause its agents and contractors to maintain, Commercial General Liability coverage for all operations in connection with the North Hancock Road Widening Project and this Agreement, including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than $1,000,000.00 per occurrence, Combined Single Limits (CLS) or its equivalent. The general aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. The Lake County Board of County Commissioners shall be specifically included as an additional insured under said policy

and said insurance shall include a provision that cancellation of the coverage shall not be effective until thirty (30) days' prior written notice is provided to the County. Certificates of insurance or renewals thereof shall be produced by the Developer to the County, as requested by the County.

15. **Term and Nature of Agreement**. With the exception of the warranty requirements contained herein, this Agreement shall terminate upon satisfaction by the Parties of their respective obligations contained herein. If the Developer is unable to obtain all necessary approvals for the construction of the North Hancock Road Widening Project from the County or any other governmental agency, or if the Developer is unable to enter into a construction contract for the Project acceptable to the Developer in its sole discretion, the sole remedy to the County shall be the termination of this Agreement. If this Agreement is terminated, the Developer shall not be liable for, and the County shall not seek from the Developer, either damages or specific performance of this Agreement; provided, however, that the conveyance of any property completed prior to the termination of this Agreement shall not be affected. If the Developer fails to begin construction of the Project on or before five (5) years from the Effective Date of this Agreement, this Agreement shall be automatically rendered null and void.

16. **Notice**. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated; or (ii) three (3) days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested; or (iii) sent via United States mail express, and addressed to a Party at the address set forth below, or such other address as the Party shall have specified by written notice to the other party delivered in accordance herewith.

COUNTY
Lake County Manger
P.O. Box 7800
Tavares, Florida 32778

DEVELOPER
JEN Florida 30, LLC
c/o Richard Jerman
1750 W. Broadway, Suite 111
Oviedo, Florida 32765

cc: Lake County Public Works
Attn: Department Director
P.O. Box 7800
Tavares, Florida 32778

cc: S. Brent Spain, Esquire
Theriaque & Spain
433 N. Magnolia Drive
Tallahassee, Florida 32308

17. **Public Records**. Pursuant to Section 119.0701, Florida Statutes, the Developer shall comply with Florida's Public Records laws, as applicable, and shall:

A. Keep and maintain public records required by the County to perform the service.

B. 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 in Chapter 119, Florida Statutes, or as otherwise provided 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 the contract if the Developer does not transfer the records to the County.

D. Upon completion of the contract, transfer to the County, at no cost to the County, all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the contract, the Developer shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the contract, the Developer shall 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.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PUBLIC WORKS, ATTN: FRED SCHNEIDER, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, LAKE COUNTY, FL, OR AT 352-253-6000 OR VIA EMAIL AT FSCHNEIDER@LAKECOUNTYFL.GOV.

18. **Records and Audits**. The Developer shall maintain in its place of business all books, documents, papers, and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developer's place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the County upon five (5) business days' prior written notice.

19. **Equal Opportunity Employment**. The Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin.

20. **Amendment**. This Agreement may only be amended and modified by an instrument in writing executed by the Parties hereto or their successors or assigns in interest.

21. **Severability**. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

22. **Assignment**. The Parties acknowledge that the Developer intends to assign its rights, obligations, and responsibilities under this Agreement. In the event the Developer assigns this Agreement and its rights, obligations, and responsibilities hereunder to a third party, the Developer shall provide written notice to the County. It is understood and agreed by the Parties that upon an assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to this Agreement.

23. **Disclaimer of Third-Party Beneficiaries**. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the County.

24. **Governing Law and Venue**. In performing this Agreement, each Party will abide by the respective statutes, ordinances, rules, and regulations pertaining to, or regulating, the acts of such Party. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any legal action concerning this Agreement, venue shall be in a court of competent jurisdiction in and for Lake County, Florida, and each Party shall be responsible for its own attorneys' fees and costs.

25. **Land Use Approvals**. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density, or development approvals, permissions, or rights with respect to the development of the Developer's Property, nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions, or rights.

26. **Alternative Funding**. In the event that a State Fund/Grant is identified for the Project or stage thereof, the Transportation Impact Fee Credits will be reduced to the Developer in an amount equivalent to the State funding paid for the Project. This Agreement may be modified to allow the County to proceed with construction under the State Funds incorporating engineering plans of the Developer, approved permits, and with the requirement that all of the rights-of-way and easements for the Project have been donated by the Developer. The Developer's right-of-way donation may be required to provide a grant match for the State funding. Notwithstanding the foregoing, the Developer shall be entitled to receive Transportation Impact Fee Credits for the design, permitting, and any portion of the construction of the Project completed by the Developer.

27. **Counterparts**. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

28. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

29. **Non-Waiver**. No consent or waiver, expressed or implied, by either Party, to or of any breach or default of the other Party, with regard to the performance by said other Party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that Party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure continues, shall not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law or in equity.

30. **Construction of Agreement**. This Agreement shall not be construed against either Party on the basis of it being the drafter of this Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and paragraph headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

31. **Authority**. Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms.

32. **Enforcement; Remedies**. Except as otherwise provided herein, the Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court.

33. **Exhibit List**. The following exhibits are attached hereto and by this reference made a part of this Agreement:

Exhibit A	North Hancock Road Widening Project Location
Exhibit B	Proposed Alignment and Access Points
Exhibit C	Typical Cross Section and Asphalt Design Specifications
Exhibit D	Trip Rates Matrix
Exhibit E	Professional Design Fees
Exhibit F	Cost Estimate

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY, by and through its Board of County Commissioners, signing by and through its Chairman, and the DEVELOPER through its duly authorized representative.

COUNTY:

ATTEST:

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

LAKE COUNTY, FLORIDA, by and through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman

This 10th day of March 2020.

Approved as to form and legality:

Melanie Marsh, County Attorney

DEVELOPER:

Signed, sealed and delivered
in the presence of

JEN FLORIDA 30, LLC

By: Sun Terra Communities III, LLC, as Manager

By: Richard Jerman, its Managing Member

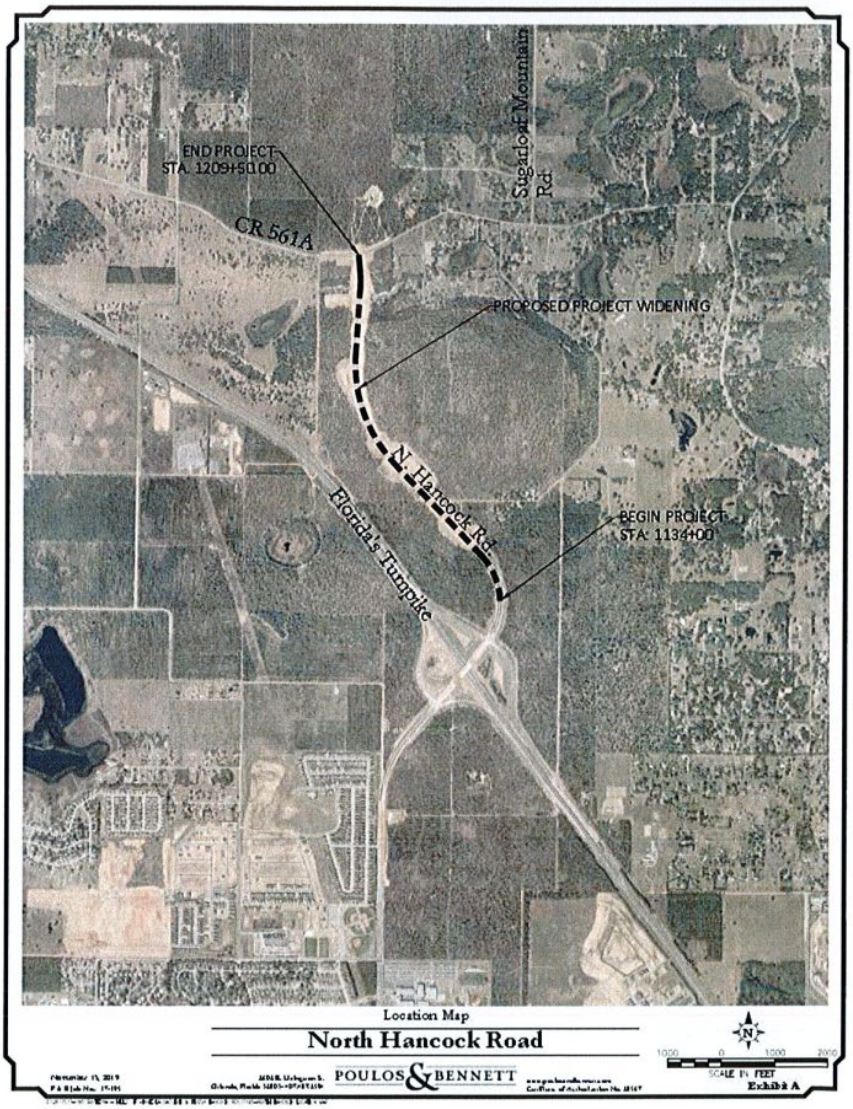
Christopher J. Gardner

Print Name: Christopher J. Gardner

This 28 day of January 2020.

Print Name: JENNIFER JERMAN

EXHIBIT A: NORTH HANCOCK ROAD WIDENING PROJECT LOCATION



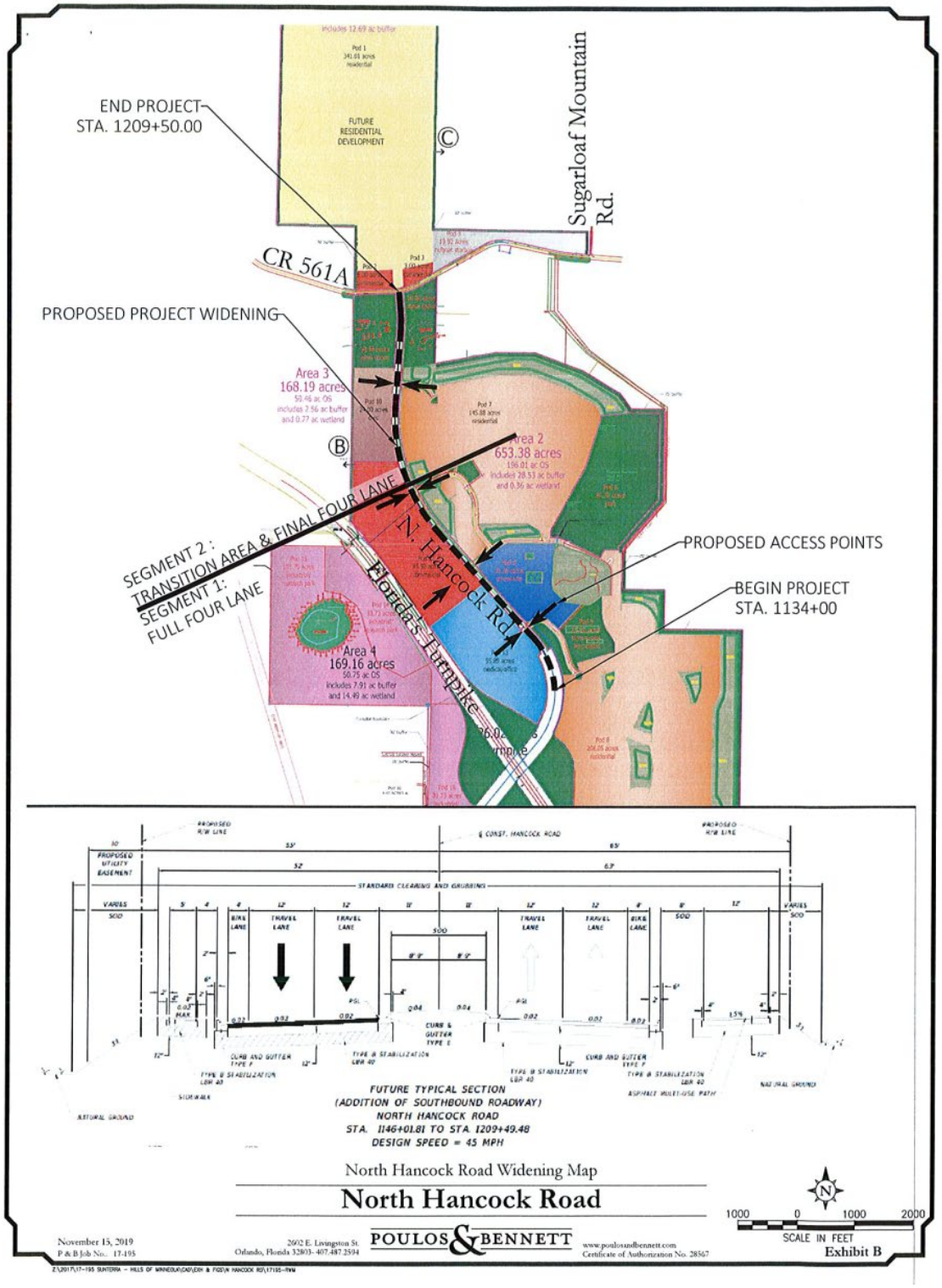
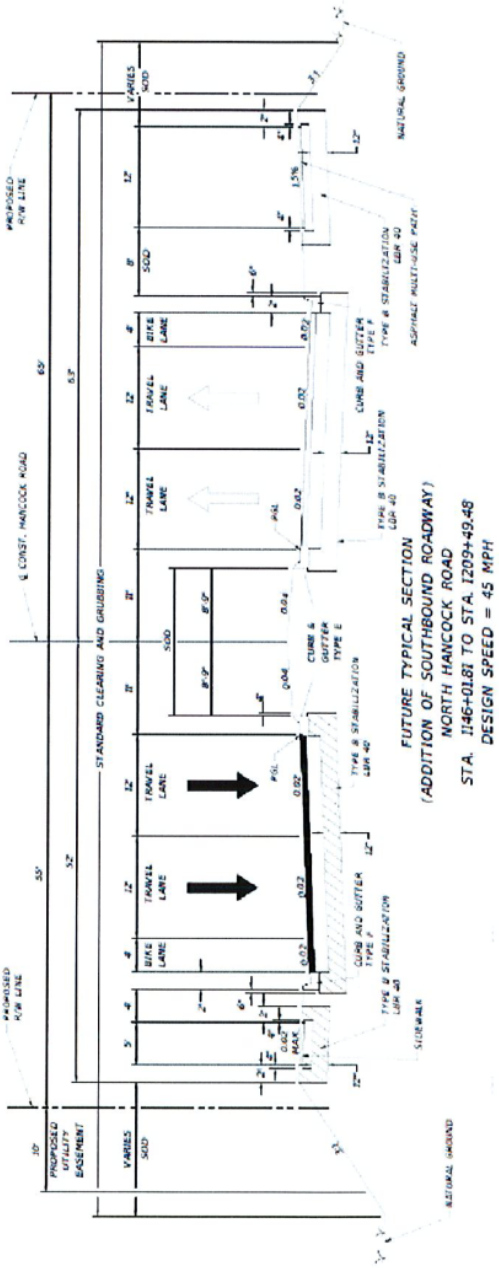

END PROJECT
STA. 1209+50.00
FUTURE RESIDENTIAL DEVELOPMENT
Sugarloaf Mountain Rd.
CR 561A
PROPOSED PROJECT WIDENING
Area 3
168.19 acres
Area 2
653.38 acres
SEGMENT 2 : TRANSITION AREA & FINAL FOUR LANE
SEGMENT 1: FULL FOUR LANE
N. Hancock Rd.
Florida's Turnpike
PROPOSED ACCESS POINTS
BEGIN PROJECT
STA. 1134+00
Area 4
169.16 acres
FUTURE TYPICAL SECTION
(ADDITION OF SOUTHBOUND ROADWAY)
NORTH HANCOCK ROAD
STA. 1146+01.81 TO STA. 1209+49.48
DESIGN SPEED = 45 MPH
North Hancock Road Widening Map
North Hancock Road
November 15, 2019
P & B Job No.: 17-195
2602 E. Livingston St.
Orlando, Florida 32803- 407.487.2594
POULOS & BENNETT
www.poulosandbennett.com
Certificate of Authorization No. 28567
1000 0 1000 2000
SCALE IN FEET
Exhibit B

EXHIBIT C: TYPICAL CROSS SECTION AND ASPHALT DESIGN SPECIFICATIONS



FUTURE TYPICAL SECTION
(ADDITION OF SOUTHBOUND ROADWAY)
NORTH HANCOCK ROAD
STA. 1146+01.81 TO STA. 1209+49.48
DESIGN SPEED = 45 MPH

NEW CONSTRUCTION

OPTIONAL BASE GROUP 9, (LIMEROCK X10"), WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C)(2 ¼")
AND FRICTION COURSE FC-9.5 (1"X PG 76-22)

Page 18 of 21
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EXHIBIT D: TRIP RATES MATRIX

Hills of Minneola PD
Net New External PM Peak Trip Rates

Land Use	Units	ITE Code	*Trip Rates**
Single Family Residential	DU	*210*	*0.73*
Townhouse Residential	DU	*220*	*0.46*
Multifamily Residential	DU	*221*	*0.36*
Age-Restricted Residential	DU	*251*	*0.24*
Industrial/Warehouse	KSF	*150*	*0.16*
Hospital	KSF	*610*	*1.02*
Medical Office	KSF	*720*	*2.80*
Retail/ Commercial	KSF	*820*	*1.53*

** Trip Rates are Net New External PM Peak Hour Trips Rates*
Source: ITE Trip Generation Manual, 10th Edition
Factors: Internal Capture = 18%; Retail Pass-by = 34%

EXHIBIT E: PROFESSIONAL DESIGN FEES

Task #	Description	Amount	
		Lump Sum	Hourly/Budget
.50	Roadway Construction Plans	$270,000.00	---
.60	Survey	$50,000.00	---
.70	Geotechnical Engineering	$35,000.00	---
.90	Environmental (SJRWMD)	$15,000.00	---
.93	Permit Application Fee (SJRWMD)	---	$3,000.00
.100	Signalization & Lighting	$68,000.00	---
	TOTAL	**$438,000.00**	**$3,000.00**

Note: These are fee estimates. Final fees will be based upon agreed up scope with Lake County.

EXHIBIT F: COST ESTIMATE

N. Hancock Road Widening from Turnpike to CR 561A

Preliminary Opinion of Probable Cost (adding 2 southbound lanes)

FDOT Pay Item			Description	Quantity	Unit	Unit Price	Cost
101	1		Mobilization	1	LS	$125,000.00	$125,000.00
102	1		Maintenance of Traffic	1	LS	$75,000.00	$75,000.00
109	71	3	Field Office	240	DAY	$85.00	$20,400.00
104	18		Inlet Protection System	26	EA	$119.36	$3,103.36
110	1	1	Clearing & Grubbing	0.693	AC	$10,000.00	$6,932.49
110	4	10	Removal of Exist Concrete	1,678	SY	$11.29	$18,940.81
120	1		Regular Excavation	30,757	CY	$4.30	$132,255.71
120	6		Embankment	1,000	CY	$5.49	$5,490.00
160	4		Type B Stabilization	27,405	SY	$4.26	$116,743.65
285	709		Optional Base Group 9 (10" Limerock)	23,487	SY	$14.81	$347,846.49
334	1	13	Type SP Structural Course (Traffic C) 2.5"	3,229	TN	$88.77	$286,682.70
337	7	82	Friction Course FC-9.5 (Traffic C) 1"	1,292	TN	$139.36	$180,025.24
425	2	91	Manholes, J-8, <10'	7	EA	$6,816.46	$47,715.22
425	1	311	Inlets, Curb, Type P-1, <10'	22	EA	$4,128.91	$90,836.02
425	1	321	Inlets, Curb, Type P-2, <10'	4	EA	$4,996.82	$19,987.28
430	174	118	Pipe Culvert, Opt Mtl, Round 18"	2,000	LF	$65.63	$131,260.00
430	174	124	Pipe Culvert, Opt Mtl, Round 24"	230	LF	$85.03	$19,556.90
430	984	129	Mitered End Section, Opt Round, 24"	4	EA	$1,658.12	$6,632.48
520	1	7	Concrete Curb & Gutter, Type E	15,099	LF	$15.44	$233,127.94
520	1	10	Concrete Curb & Gutter, Type F	7,549	LF	$20.22	$152,650.49
520	5	16	Concrete Traffic Separator (8.5')	1,200	LF	$61.72	$74,064.00
522	1		Concrete Sidewalk and Driveways, 4" Thick	1,398	SY	$37.59	$52,552.77
527	2		Detectable Warnings	100	SF	$28.75	$2,875.00
570	1	1	Performance Turf, Sod	23,487	SY	$0.84	$19,729.31
						Subtotal	$2,169,407.83
			Signing & Pavement Marking	1	EA	8%	$173,552.63
			Signals	3	EA	$263,769.48	$791,308.44
			Lighting	1	EA	$20,000.00	$20,000.00
			Contingency	1	EA	10%	$216,940.78
						Total	**$3,371,209.68**

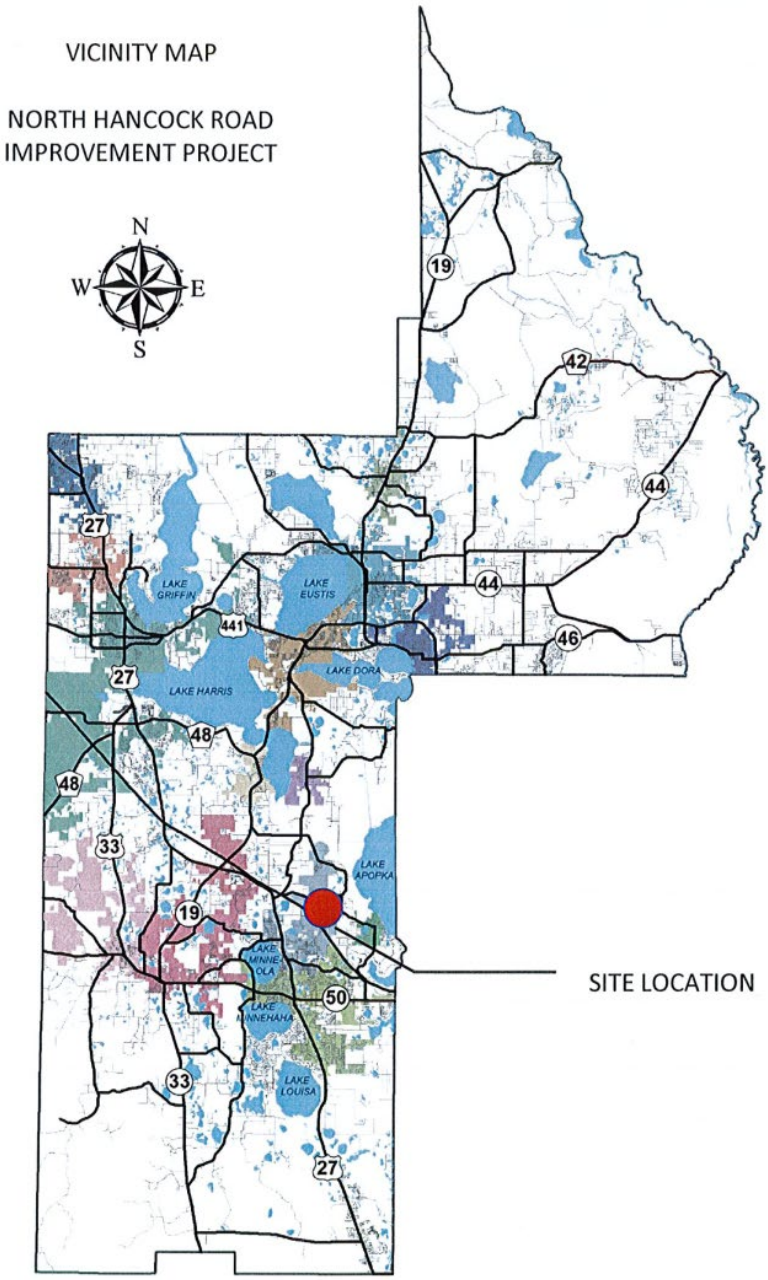

VICINITY MAP
NORTH HANCOCK ROAD
IMPROVEMENT PROJECT
N
W
E
S
19
42
44
27
LAKE GRIFFIN
LAKE EUSTIS
44
441
46
27
LAKE HARRIS
LAKE DORA
48
48
33
LAKE APOPKA
19
LAKE MINNEHAHA
50
33
LAKE LOUISA
27
SITE LOCATION

Exhibit B
Roadway Concept Plan Map

Exhibit C
Construction Cost Estimate

North Hancock Road - Southbound Lanes

Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION
210 Hangar Road
Kissimmee, FL, 34741
Contact: **Tyson Snyder**
Phone: **407 870-0066**
Email: **Tyson.Snyder@jr-davis.com**

Quote To:	Dan Edwards	Proposal Date:	10-03-2025
Company:	Sunterra, Inc	Date of Plans:	08-21-2025
Phone:	407 542-4909	Revision Date:	N/A
Email:	dedwards@sunterracommunities.com	Addendums:	N/A
		HCSS#:	25-09-11

See last page for Note, Inclusions & Exclusions

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ROADWAY				
1100	MOBILIZATION & SUVEY LAYOUT ASBUILTS	1.00	LS	260,000.00	260,000.00
1200	MAINTENANCE OF TRAFFIC	1.00	LS	140,000.00	140,000.00
1300	TYPE III SILT FENCE	8,760.00	LF	5.00	43,800.00
1400	INLET PROTECTION SYSTEM	73.00	EA	100.00	7,300.00
1500	CLEARING / GRUBBING / DEMOLITION	16.00	AC	4,500.00	72,000.00
1540	DW MEDIAN LANDSCAPE DEMO	1.00	LS	8,000.00	8,000.00
1545	DW MEDIAN IRR & LANDSCAPE REPAIRS	1.00	LS	14,300.00	14,300.00
1550	SAWCUT & REMOVE EXIST. ASPHALT	6,740.00	SY	14.00	94,360.00
1555	REMOVAL OF EXIST. CONC. CURB	2,606.00	LF	4.00	10,424.00
1560	REMOVAL OF EXIS. CONC. ITEMS	41.00	SY	46.00	1,886.00
1600	REGULAR EXCAVATION	13,333.00	CY	4.02	53,598.66
1650	IMPORT	7,089.00	CY	16.15	114,487.35
1700	EMBANKMENT	20,422.00	CY	7.00	142,954.00
1800	TYPE B STABILIZATION	41,910.00	SY	10.50	440,055.00
1900	OPTN'L BASE GROUP 09 - 10" LR	34,568.00	SY	22.00	760,496.00
2000	OPTN'L BASE GROUP 04 - 6" LR (MULTI-USE PATH)	1,202.00	SY	21.00	25,242.00
2100	MILLING EX. ASPHALT PAVT, 1" AVG. DEPTH	33,712.00	SY	3.70	124,734.40
2300	SP ASPH. CONC, TRAFFIC C - 2.50"	34,568.00	SY	26.00	898,768.00
2400	SP ASPH. CONC. TRAFFIC A, 1.5" (MULTI-USE PATH)	1,030.00	SY	31.00	31,930.00
2500	ASPH CONC FC,TRAF C,FC-9.5,PG 76-22	68,280.00	SY	13.00	887,640.00
2600	INLETS, CURB, TYPE P-5, <10'	26.00	EA	9,200.00	239,200.00
2650	INLETS, CURB, TYPE J-5, <10'	1.00	EA	9,800.00	9,800.00
2700	INLETS, CURB, TYPE J-6, <10'	1.00	EA	10,700.00	10,700.00
2750	INLETS, TRAFFIC SEP, TYPE 7, <10'	3.00	EA	10,500.00	31,500.00
2900	INLETS, CURB, TYPE P-5, PARTIAL	6.00	EA	5,215.00	31,290.00
3000	INLETS, CURB, TYPE P-6, PARTIAL	2.00	EA	6,301.00	12,602.00
3100	INLETS, DITCH BOTTOM, TYPE C	2.00	EA	5,210.00	10,420.00

Page 1 of 3

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3200	MANHOLES, TYPE P , PARTIAL	7.00	EA	3,329.00	23,303.00
3300	PIPE CULVERT, ROUND, 18" (RCP)	2,881.00	LF	106.00	305,386.00
3400	PIPE CULVERT ROUND, 24" (RCP)	353.00	LF	128.00	45,184.00
3500	PIPE CULVERT ROUND, 30" (RCP)	268.00	LF	170.00	45,560.00
3600	MITERED END SECTION 30" CD	1.00	EA	5,538.00	5,538.00
3650	PIPE CONNECTION TO EXIST. STRUCTURE	12.00	EA	4,230.00	50,760.00
3700	CONCRETE CURB & GUTTER, TYPE E	9,324.00	LF	30.55	284,848.20
3800	CONCRETE CURB & GUTTER, TYPE F	8,571.00	LF	28.50	244,273.50
3900	CONCRETE CURB, DROP	14.00	LF	99.80	1,397.20
4000	CONCRETE TRAFFIC SEPARATOR, TYPE I, OPT I, 6'	1,631.00	SY	210.00	342,510.00
4100	CONCRETE SIDEWALK - 4" THICK	3,388.00	SY	59.00	199,892.00
4125	CONCRETE TRAIL DIVIDER	40.00	SY	115.00	4,600.00
4150	CONCRETE RAMP - 6" THICK	300.00	SY	165.00	49,500.00
4300	DETECTABLE WARNINGS	438.00	SF	42.50	18,615.00
4400	PERFORMANCE TURF, SOD	24,620.00	SY	3.90	96,018.00
	SUBTOTAL				**6,194,872.31**
	*****SIGNING & PAVEMENT MARKINGS*****				
5010	SIGNAGE	1.00	LS	16,000.00	16,000.00
5020	STRIPING	1.00	LS	190,000.00	190,000.00
	SUBTOTAL				**206,000.00**
GRAND TOTAL					**$6,400,872.31**

NOTES:

Proposal is based on all dewatering being discharged offsite.

GIVEN THE CURRENT TARIFF PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

NOTES:
- Bond is not included
- MOT plans not provided, JDC will construct SB lanes and west half of median before flipping traffic to modify NB scope.
- Nightwork is not included in this proposal.
- Existing stuctures buried in the SB Lane ROW do not have any As-Built Elev Info, vertical adjustments to final grade may need to be re-priced after excavation & survey shots taken to verify the correct riser height adjustments needed.

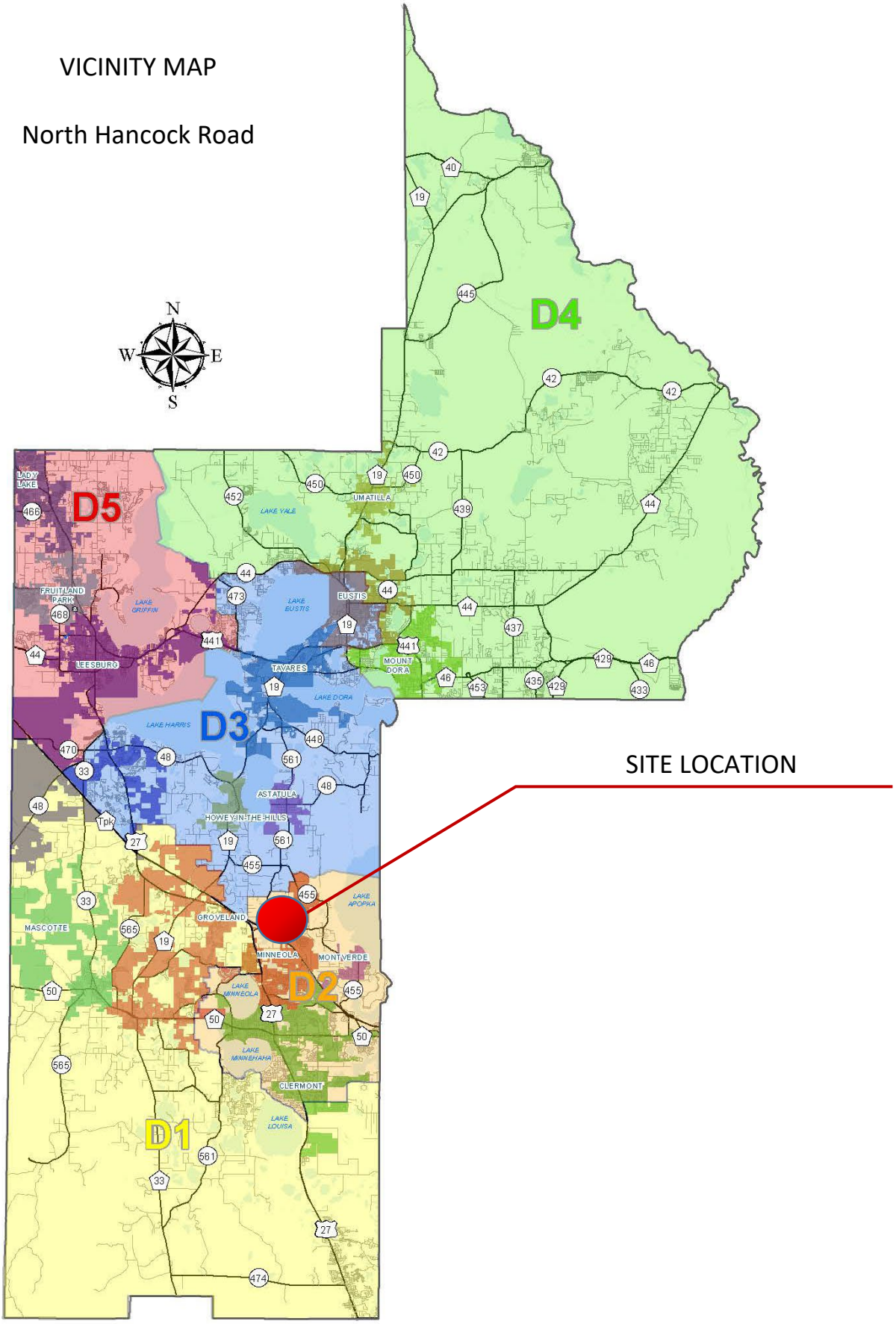
INCLUSIONS:
- MOT as needed
- Construction of SB lanes with new & modified storm drainage
- Modification of exisitng NB median areas
- Modification of NB storm drainage for widening
- NB Lanes & EB CR-561 widening
- Modification of Dell Webb Median @ CR-561
- 4" & 6" Concrete Sidewalks & Ramps as shown on the plans
- 12' Asphalt Trail w/ 6" Concrete Ramps
- Lake County Signage (Non-Decorative) & Traffice Striping

EXCLUSIONS:
- Permits & Utility Fees
- Relocation of existing utilities, electrical, gas, conduits

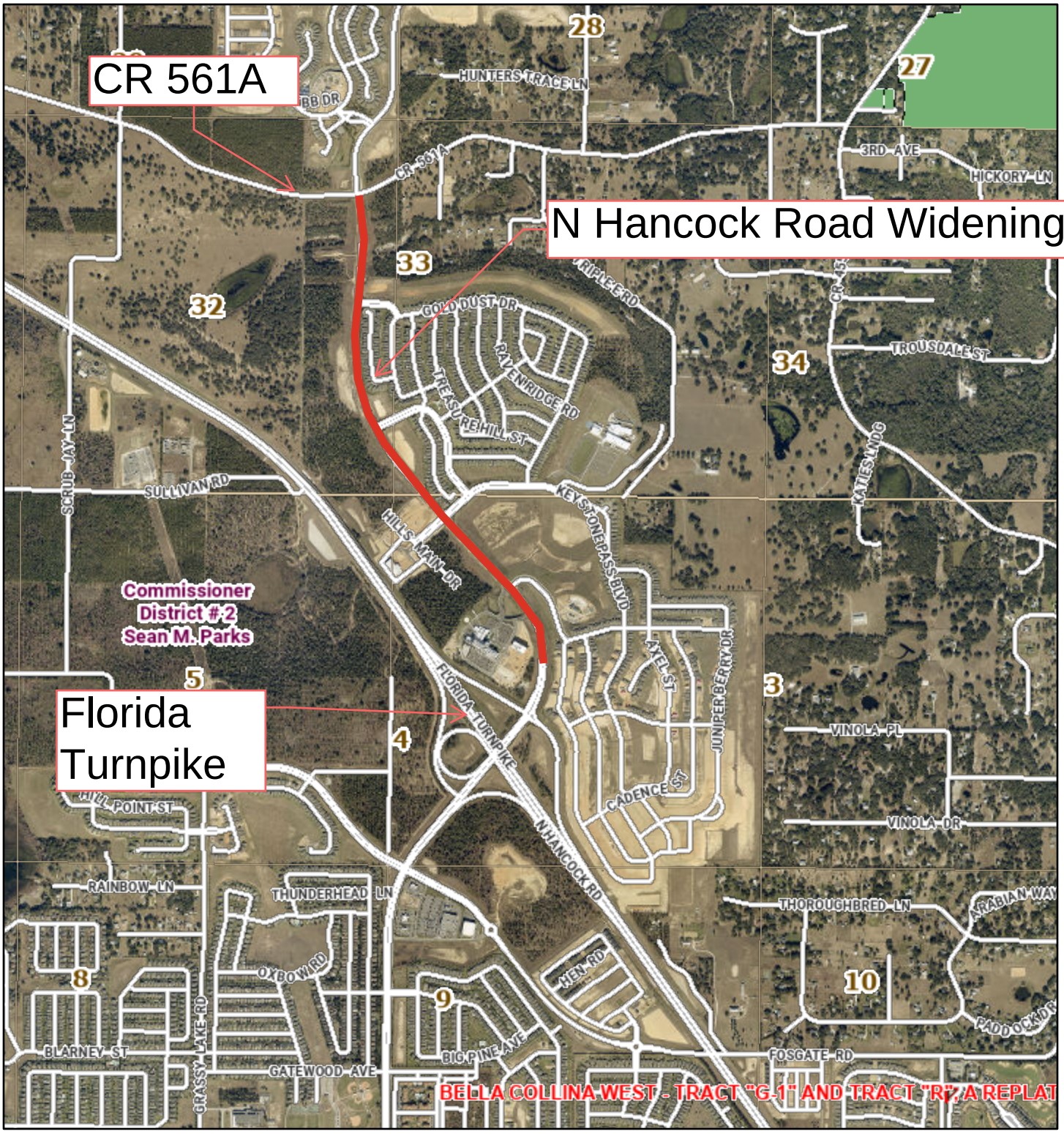
- Utility Conflict Deflections for new storm drainage
- Signalization
- Street Lighting
- Irrigation & Landscaping

VICINITY MAP

North Hancock Road



N Hancock Road Widening



April 2, 2026

1:24,000

0 0.2 0.4 0.8 mi

0 0.33 0.65 1.3 km

- Commissioner Districts
- County Owned Property
- Section Grid
- Township/Range Grid
- Future Lots
- Future Subdivision
- Local Streets 30K
- Street Names
- County Boundary

Lake BCC

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

DATE: 04/16/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Melanie Brown, Office Associate IV
SUBJECT: CR 44 (Haynes Creek Bridge)

MEETING DATE: 5/19/2026
ITEM TYPE: Consent Item
ITEM ID: 42918

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval:
1. To adopt a Resolution declaring the failure of CR 44 Haynes Creek Bridge (Bridge Number 114079) 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 process otherwise required pursuant to that statute;
2. To increase the emergency expenditure limits of Contracts 25-743A-C for on-call emergency infrastructure repair services from $4,500,000 to not exceed $6,000,000; 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.

BACKGROUND SUMMARY: On April 2, 2026, CR 44 Haynes Creek Bridge in the Leesburg area, experienced a catastrophic failure when a hole was observed through the bridge deck. The estimated cost of repairs is approximately $1 million.

Although Florida law generally requires public road projects to be competitively bid, Section 255.20(1)(c)1, Florida Statutes, provides an exception if a public road is damaged or destroyed through an act of God and such damage creates an immediate danger to public health or safety. Under this exception to competitive bidding, a local government may utilize existing on-call contracts to replace or reconstruct the public infrastructure.

On December 16, 2025, through the competitive Request for Proposal process, the Board of County Commissioners (Board) awarded Contracts 25-743A-C to Bulldog Sitework, LLC (Leesburg, FL), Cathcart Construction Company- Florida, LLC (Winter Springs, FL), and Estep Construction, Inc. (Apopka, FL) with expenditures not to exceed $250,000 per project while staying within the fiscal year budget (Agenda Item 40478 attached). The per-project limit was increased on February 24, 2026, through Agenda Item 41973 to $3,000,000 and further increased through agenda item 42918 to

$4,500,000. Staff recommends increasing the contract maximum to $6,000,000 so that the Haynes Creek Bridge can be repaired under the exception set forth in Section 255.20(1)(c)1., Florida.

Fiscal Impact: The fiscal impact cannot be determined at this time.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Resolution_CR 44 Haines Creek Bridge_4.21.2026

STAFF APPROVALS AND DATES:

Melanie Brown	Created/Initiated - 04/16/2026
Jeffrey Earhart	Approved - 04/16/2026
David Hill	Approved - 04/20/2026
Kerri Andrews	Approved - 04/20/2026
Grace Burgos	Approved - 04/21/2026
Roberto Bonilla	Approved - 04/21/2026
Rachel Bartolowits	Approved - 04/22/2026
Ron Falanga	Approved - 04/22/2026
Kandace Pourbaix	Approved - 04/22/2026
Miranda Lanoue	Approved - 04/22/2026
Jaime Stewart	Approved - 04/22/2026
Melanie Marsh	Approved - 04/28/2026
Jennifer Barker	Approved - 05/01/2026
Marisol Saldana	Final Approval - 05/01/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

RESOLUTION NO. 2026-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, DECLARING THE COLLAPSE OF COUNTY ROAD 44 – HAINES CREEK BRIDGE AS A QUALIFYING EVENT UNDER SECTION 255.20(1)(c)1., FLORIDA STATUTES; DETERMINING THAT SUCH EVENT EXEMPTS THE REPAIR AND RECONSTRUCTION OF THE ROAD FROM THE COMPETITIVE BIDDING REQUIREMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 255.20(1), Florida Statutes, generally requires counties to competitively award to an appropriately licensed contractor each project to construct or improve public construction works above specified monetary thresholds, subject to certain enumerated exemptions set forth in subsection (1)(c) of the statute; and

WHEREAS, Section 255.20(1)(c)1., Florida Statutes, provides that the competitive award requirements do not apply if a project is undertaken to replace, reconstruct, or repair an existing public building, structure, or other public construction works damaged or destroyed by a sudden unexpected turn of events, such as an act of God, and such damage or destruction creates an immediate danger to the public health or safety, other loss to public or private property requiring emergency government action, or an interruption of an essential governmental service; and

WHEREAS, County Road 44 – Haines Creek Bridge is a County maintained structure and, therefore, constitutes public construction works for purposes of Section 255.20(1), Florida Statutes; and

WHEREAS, on February 24, 2026, County Road 44 – Haines Creek Bridge experienced a catastrophic deck failure when a hole appeared in the bridge deck, constituting damage or destruction to existing public construction works caused by a sudden unexpected turn of events, specifically an act of God, creating danger to the public and interruption to essential governmental services requiring emergency government action; and

WHEREAS, the Board finds, that the repair and reconstruction of County Road 44 – Haines Creek Bridge must proceed under the exemption provided in Section 255.20(1)(c)1., Florida Statutes, and without the delay associated with competitive bidding requirements, in order to protect public health and safety and to restore essential governmental services; and

WHEREAS, the repair and reconstruction of County Road 44 – Haines Creek Bridge is in the best interest of Lake County, Florida, as such work is necessary to protect public health and safety, ensure safe and reliable access for residents and emergency responders, and restore essential governmental services and infrastructure continuity in the affected area.

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

Section 1. **Recitals.** 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 Resolution upon adoption hereof.

Section 2. **Findings.** The Board hereby finds and declares that:

(a) The catastrophic deck failure of County Road 44 – Haines Creek Bridge constitutes damage or destruction to existing public construction works caused by a sudden unexpected turn of events, including an act of God, within the meaning of Section 255.20(1)(c)1., Florida Statutes.

(b) The damage creates an immediate danger to the public health or safety and results in other loss to public or private property requiring emergency government action and further causes an interruption of an essential governmental service, within the meaning of Section 255.20(1)(c)1.a.–c., Florida Statutes.

(c) The Board adopts and incorporates the staff recommendation that this event qualifies under Section 255.20(1)(c)1., Florida Statutes, and should be addressed under the statutory exemption from competitive bidding.

Section 3. **Declaration of Qualifying Event and Exemption**. The Board hereby declares the catastrophic deck failure of County Road 44 – Haines Creek Bridge to be a qualifying event under Section 255.20(1)(c)1., Florida Statutes, and determines that the repair and reconstruction of County Road 44 – Haines Creek Bridge are exempt from the competitive bidding requirements otherwise applicable under Section 255.20(1), Florida Statutes.

Section 4. **Authorization.** County staff, including the Office of Procurement Services and the Department of Public Works, are authorized and directed to take all actions necessary to promptly procure and perform the repair and reconstruction of County Road 44 – Haines Creek Bridge pursuant to the exemption stated herein, including utilization of existing on-call emergency infrastructure repair services contracts and execution of all supporting documentation, consistent with budgetary limitations and applicable law.

Section 5. **Effective Date.** This Resolution shall take effect upon adoption.

DULY PASSED AND ADOPTED this _____day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

ATTEST:

_____
Gary 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: 04/16/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42894
BY: Sandy Beckett, Office Manager
SUBJECT: Radio Road and Treadway School Road Stop Signs and All-Way Plaques

---

RECOMMENDATION/REQUIRED ACTION: Adopt

Recommend adoption of a Resolution to install all-way stop signs and all-way plaques on Radio Road at Treadway School Road, in the Leesburg Area.

The estimated fiscal impact is $5,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 3 and 5.

BACKGROUND SUMMARY: A resident suggested the intersection of Radio Road and Treadway School Road may be a good candidate for all-way stop signs. Public Works contracted with Stanley Group to perform a stop sign warrant analysis and the signal warrant analysis.

An All-Way Stop and Traffic Signal Warrant Study was conducted for the intersection of Radio Road and Treadway School Road to determine if the minimum criteria for either traffic control are met. Based on the all-way stop analysis, signal warrant analysis, operational analysis, field observations, and engineering judgment, it is recommended that all-way stop control be installed at the intersection.

Fiscal Impact: $5,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CTT	1120	5055200	830530		$5,000

Advertised Date: Paper:

Attachments:

1.	Radio and Treadway All Way Stop Resolution_4.28.2026
2.	Location Map Treadway School Road at Radio Road
3.	Vicinity Map Treadway and Radio Road

STAFF APPROVALS AND DATES:

Sandy Beckett Created/Initiated - 04/16/2026
Jeffrey Earhart Approved - 04/16/2026
David Hill Approved - 04/22/2026

Kerri Andrews	Approved - 04/22/2026
Grace Burgos	Approved - 04/22/2026
Roberto Bonilla	Approved - 04/23/2026
Rachel Bartolowits	Approved - 05/01/2026
Ron Falanga	Approved - 05/02/2026
Kandace Pourbaix	Approved - 05/02/2026
Miranda Lanoue	Approved - 05/04/2026
Jaime Stewart	Approved - 05/04/2026
Melanie Marsh	Approved - 05/11/2026
Jennifer Barker	Approved - 05/11/2026
Marisol Saldana	Final Approval - 05/11/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AUTHORIZING THE INSTALLATION OF "STOP" SIGNS WITH "ALL WAY" PLAQUES ON RADIO ROAD (5433) AND ITS INTERSECTION WITH TREADWAY SCHOOL ROAD (5335) IN THE LEESBURG AREA TO MAKE THIS INTERSECTION A 3-WAY STOP; PROVIDING FOR FINDINGS BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 316, Florida Statutes, the Florida Uniform Traffic Control Law, Section 316.006, *Jurisdiction*, subsection 316.006(3), *Counties*, provides that Lake County has original jurisdiction over all its streets and highways located within its boundaries, except all state roads and municipal streets and highways, and may place and maintain such traffic control devices which conform to the specifications of the Florida Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to regulate, warn, or guide traffic; and

WHEREAS, Chapter 316, Florida Statutes, the Florida Uniform Traffic Control Law, Section 316.008, *Powers of local authorities*, subsection 316.008(1)(a), provides that local authorities may, with respect to streets and highways under their jurisdiction, exercise the police power to regulate or prohibit stopping, standing, or parking; and

WHEREAS, Chapter 15, *Motor Vehicles and Traffic*, Lake County Code, provides the procedures and rules for the exercise of the County's jurisdiction granted by Chapter 316, Florida Statutes, of traffic control over county streets, roads, and highways; and

WHEREAS, the Board of County Commissioners of Lake County, Florida, finds that the traffic flow at the intersection of Radio Road (5433) and Treadway School Road (5335) has become a safety hazard to persons using said roads; and

WHEREAS, the Board of County Commissioners of Lake County, Florida, further finds that placement of a 3-way stop at the intersection of Radio Road (5433) and Treadway School Road (5335) is in the best interests of the residents of Lake County and would serve the health, safety, welfare, and convenience of its residents.

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

Section 1. **Recitals.** 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 Resolution upon adoption hereof.

Section 2. **Findings.** The Board of County Commissioners of Lake County, Florida ("Board") has examined the recommendation by the Lake County Department of Public Works in

relation to traffic flow and the increasing need to control vehicle traffic. Based upon the investigation the Board finds an "ALL WAY STOP" is necessary at the intersection of Radio Road (5433) and Treadway School Road (5335), as indicated on **Exhibit A**, attached hereto and incorporated herein. "STOP" signs and "ALL WAY" plaques shall be installed on Radio Road (5433) and Treadway School Road (5335).

Section 3. Penalties. Any person found guilty of violating the regulation established by this Resolution shall be punished according to the provisions of Chapter 316, Florida Statutes, the Florida Uniform Traffic Control Law and Section 316.655, Florida Statutes, *Penalties*, and Chapter 318, Florida Statutes, *Disposition of Traffic Infractions*.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA

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

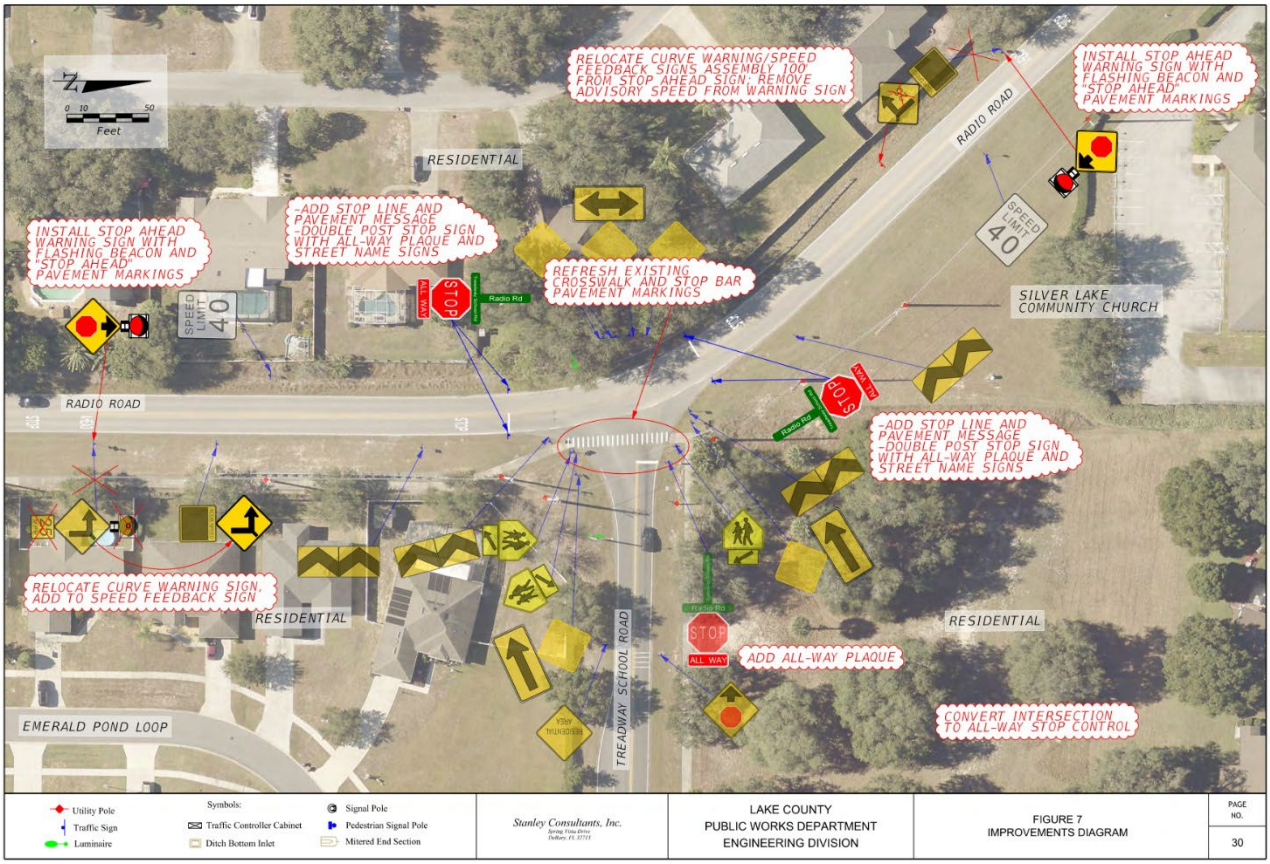
_____
Leslie Campione, Chairman

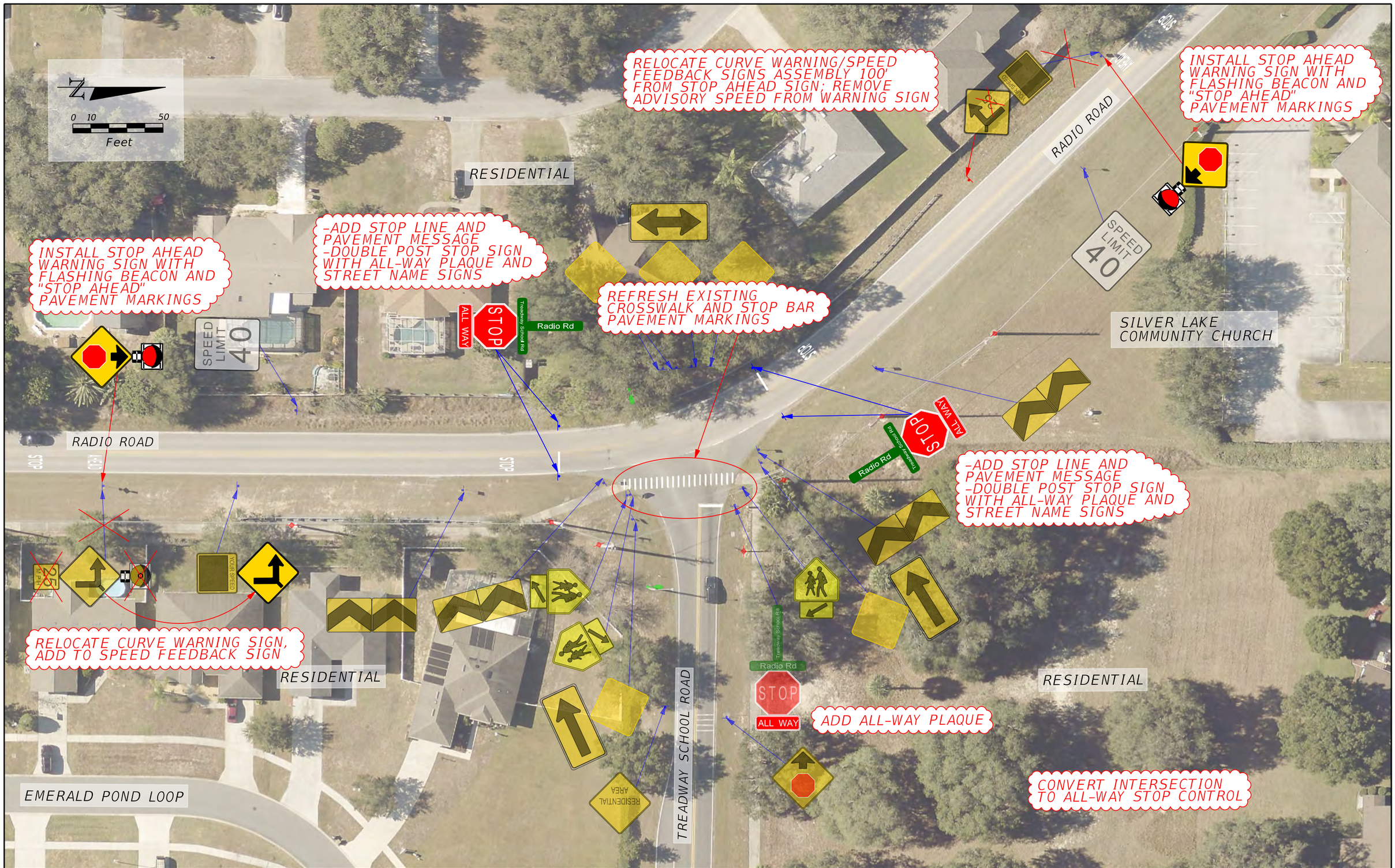
This _____ day of _____, 2026

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

Exhibit A


RELOCATE CURVE WARNING/SPEED FEEDBACK SIGNS ASSEMBLY 100' FROM STOP AHEAD SIGN; REMOVE ADVISORY SPEED FROM WARNING SIGN
INSTALL STOP AHEAD WARNING SIGN WITH FLASHING BEACON AND "STOP AHEAD" PAVEMENT MARKINGS
RADIO ROAD
RESIDENTIAL
-ADD STOP LINE AND PAVEMENT MESSAGE -DOUBLE POST STOP SIGN WITH ALL-WAY PLAQUE AND STREET NAME SIGNS
REFRESH EXISTING CROSSWALK AND STOP BAR PAVEMENT MARKINGS
SILVER LAKE COMMUNITY CHURCH
SPEED LIMIT 40
STOP
ALL WAY
Radio Rd
-ADD STOP LINE AND PAVEMENT MESSAGE -DOUBLE POST STOP SIGN WITH ALL-WAY PLAQUE AND STREET NAME SIGNS
RELOCATE CURVE WARNING SIGN, ADD TO SPEED FEEDBACK SIGN
TREADWAY SCHOOL ROAD
ADD ALL-WAY PLAQUE
CONVERT INTERSECTION TO ALL-WAY STOP CONTROL
EMERALD POND LOOP
Feet
Symbols:
Utility Pole
Traffic Sign
Luminaire
Traffic Controller Cabinet
Ditch Bottom Inlet
Signal Pole
Pedestrian Signal Pole
Mitered End Section
Stanley Consultants, Inc.
LAKE COUNTY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
FIGURE 7
IMPROVEMENTS DIAGRAM
PAGE NO.
30



Utility Pole
Traffic Sign
Luminaire

Symbols:
Traffic Controller Cabinet
Ditch Bottom Inlet
Signal Pole
Pedestrian Signal Pole
Mitered End Section

Stanley Consultants, Inc.
Spring Vista Drive
DeBary, FL 32713

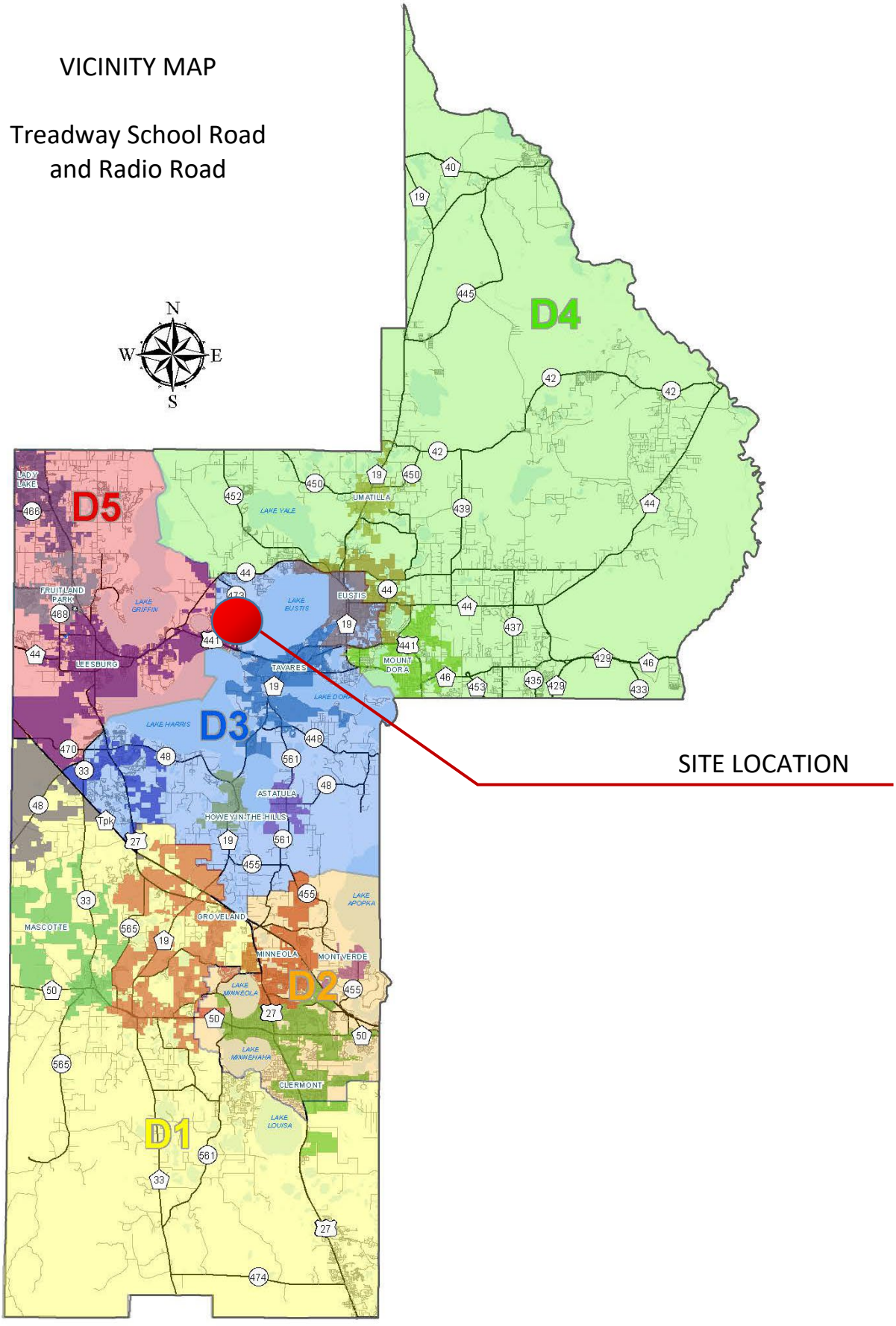
LAKE COUNTY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

FIGURE 7
IMPROVEMENTS DIAGRAM

PAGE NO.
30

VICINITY MAP

Treadway School Road
and Radio Road



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

DATE: 04/24/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42941
Jeffrey Earhart, Engineering & Operations Director - Central District
BY: Jeffrey Earhart, Engineering & Operations Director - Central District
SUBJECT: Safety Action Plan

RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval:
1. To adopt a Resolution for Vision Zero/Target Zero Goal and Framework;
2. Of the Lake County Safety Action Plan; and
3. Of the submission of a Safe Streets for All Implementation Grant application; and
4. To authorize the County Manager to execute associated documents.

The fiscal impact cannot be determined at this time.

BACKGROUND SUMMARY: Traffic crashes resulting in fatalities and serious injuries remain a significant public safety concern across Florida and within Lake County. In response, the Florida Department of Transportation (FDOT) Strategic Highway Safety Plan establishes a statewide Vision Zero/Target Zero goal to eliminate traffic fatalities and serious injuries through adoption of the Federal Highway Administration Safe System approach.

The Lake County Safety Action Plan was developed to align local safety efforts with these statewide and national priorities and to guide proactive, data-driven strategies to improve roadway safety on County-maintained roads. The Lake County Safety Action Plan supports the County's commitment to reducing traffic fatalities and serious injuries while maintaining flexibility in implementation. The Plan is consistent with the principles of the Safe Roads and Streets for All program (SS4A) and the FDOT Strategic Highway Safety Plan, and reflects nationally recognized best practices, including Vision Zero and the Safe System approach.

Approval of the Plan positions Lake County to remain eligible and competitive for federal and state transportation safety funding opportunities, including SS4A, which requires local jurisdictions to formally adopt Safety Action Plans as a foundation for implementation funding.

Approval of the Plan does not adopt specific capital projects, mandate grant applications, require regulatory changes, or obligate County funding. Any future grant

applications, implementation actions, or budget requests associated with the Plan will return to the Board for separate consideration and approval.

If awarded an SS4A implementation grant, acceptance of the award and the required 20 percent local match will be brought back to the Board for consideration. The SS4A implementation grant would address the top two roadway segments on the County's High Injury Network: County Road 561 in Astatula and East Orange Avenue in Eustis.

Fiscal Impact: The fiscal impact cannot be determined at this time.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Proposed Resolution
2.	Grant Project Location Map CR 561 Astatula Safety Project
3.	Combined Safety Analysis Memo_2026_01_27
4.	LakeCountySS4A-PlanAndPolicyReview-MetricsAssessment

STAFF APPROVALS AND DATES:

Jeffrey Earhart	Created/Initiated - 04/24/2026
Sandy Beckett	Approved - 04/24/2026
David Hill	Approved - 04/24/2026
Kerri Andrews	Approved - 04/27/2026
Grace Burgos	Approved - 04/27/2026
Roberto Bonilla	Approved - 04/28/2026
Rachel Bartolowits	Approved - 04/28/2026
Ron Falanga	Approved - 04/29/2026
Kandace Pourbaix	Approved - 04/29/2026
Miranda Lanoue	Approved - 05/07/2026
Jaime Stewart	Approved - 05/07/2026
Melanie Marsh	Approved - 05/11/2026
Jennifer Barker	Approved - 05/11/2026
Marisol Saldana	Final Approval - 05/11/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

RESOLUTION NO. 2026-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY ADOPTING A VISION ZERO/TARGET ZERO GOAL AND FRAMEWORK; SUPPORTING THE SAFE SYSTEM APPROACH; ENCOURAGING POLICY INTEGRATION AND GRANT READINESS, PROVIDING FOR COORDINATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, traffic deaths and serious injuries are a preventable public health issue that disproportionately impact vulnerable road users and communities, and one death is one too many; and

WHEREAS, the Florida Department of Transportation's (FDOT) Strategic Highway Safety Plan (SHSP) establishes a statewide vision of eliminating all traffic fatalities and serious injuries on Florida's public roadways; and

WHEREAS, the SHSP adopts the Safe System approach, recognizing that driver behavior is a contributing factor in the majority of serious and fatal crashes, people make mistakes, the human body is vulnerable, responsibility for safety is shared, and transportation systems must be designed to minimize the severity of crashes; and

WHEREAS, Vision Zero is a comprehensive, collaborative "Safe System" strategy that emphasizes ethical responsibility and transportation system design to reduce traffic deaths and serious injuries to zero; and

WHEREAS, Target Zero builds upon Vision Zero by focusing on influencing dangerous driver behaviors before serious and fatal crashes occur; and

WHEREAS, Lake County desires to pursue the Vision Zero/Target Zero approaches and develop an action plan; and

WHEREAS, the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) program supports local efforts to reduce traffic fatalities and serious injuries through the adoption of Safety Action Plans and policy commitments; and

WHEREAS, the Board finds it in the public interest to establish a formal Vision Zero/Target Zero goal and to direct preparation of an action plan to guide engineering, enforcement, education, and evaluation efforts.

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

Section 1. Legal Findings. 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 Resolution upon adoption hereof.

Section 2. **Vision Zero/Target Zero Goal and Framework.** The Board adopts the goal of eliminating traffic deaths and serious injuries in Lake County by 2040 and endorses Vision Zero/Target Zero as a comprehensive and collaborative framework to achieve that goal.

Section 3. **Safe System Approach**. Lake County supports the Safe System approach as outlined by the Federal Highway Administration and the Florida Strategic Highway Safety Plan. This approach recognizes that deaths and serious injuries are unacceptable, acknowledges human error and vulnerability, emphasizes shared responsibility for safety, and advocates for transportation systems to be proactively designed to minimize crash severity.

Section 4. **Policy Integration and Grant Readiness**. County staff are encouraged to incorporate Vision Zero/Target Zero and Safe System principles into plans and practices, using this framework to qualify for transportation safety grants like the Safe Streets and Roads for All (SS4A) program, within their current authority and resources. This Resolution does not commit Lake County to pursue grants, implement projects, or expend funds without future Board approval.

Section 5. **Coordination**. Lake County is committed to working with FDOT, the Lake-Sumter Metropolitan Planning Organization, municipalities, public safety partners, and community stakeholders to achieve shared transportation safety goals.

Section 6. **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 7. **Effective Date**. This Resolution will take effect upon approval by the Lake County Board of County Commissioners.

PASSED AND ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

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

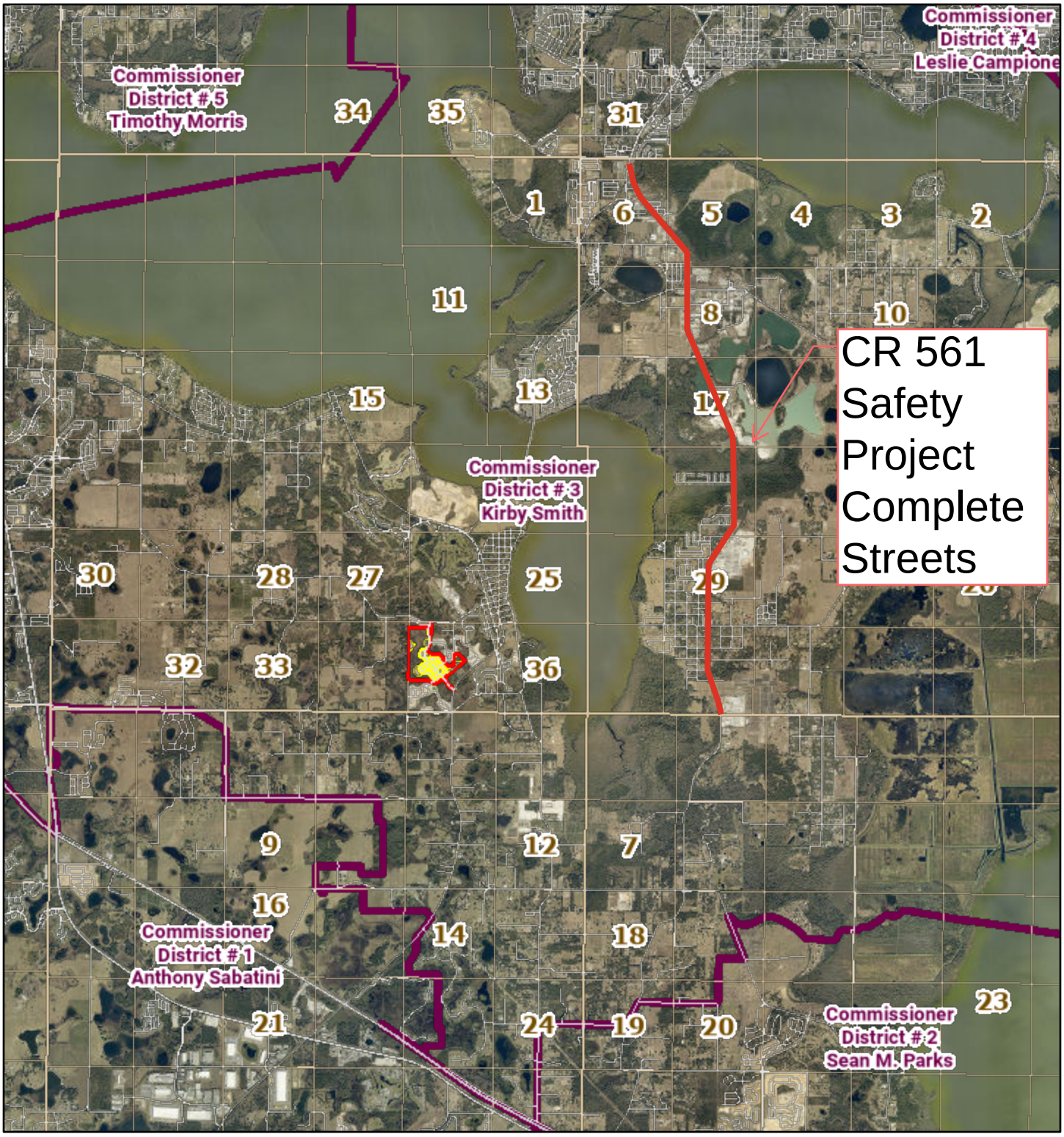
_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

CR 561 Astatula Area



April 20, 2026

1:100,000

0 0.75 1.5 3 mi

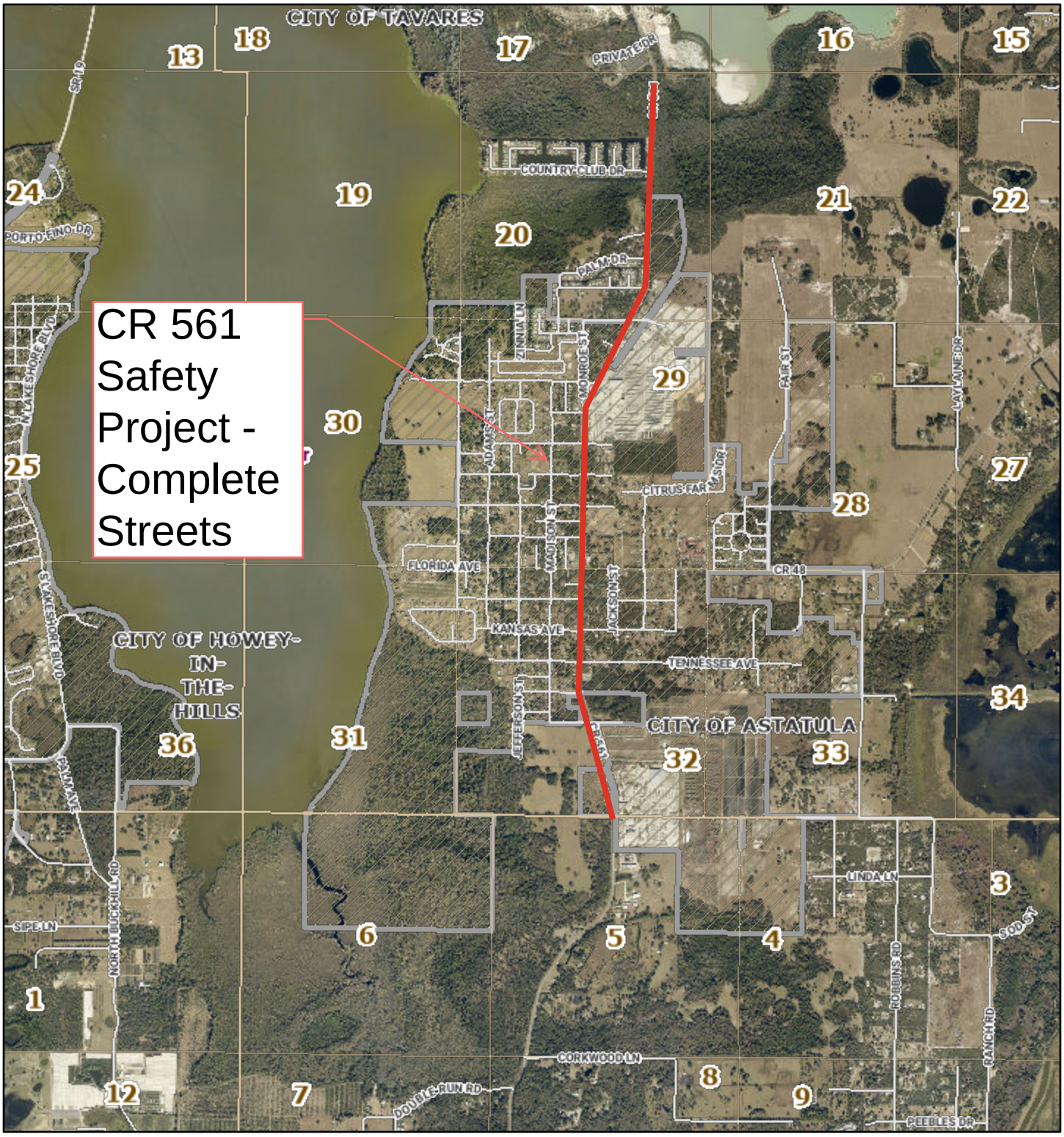
0 1.25 2.5 5 km

- Commissioner Districts
- Section Grid
- Township/Range Grid
- Future Lots
- Future Subdivision
- Local Streets
- Street Names
- Highways
- County Boundary

Lake BCC

Lake County Board of County Commissioners

CR 561 Astatula Area



April 20, 2026

1:36,000

0 0.3 0.6 1.2 mi

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Commissioner Districts

City Limits In

Section Grid

Township/Range Grid

Local Streets 60K

Street Names

County Boundary

Lake BCC

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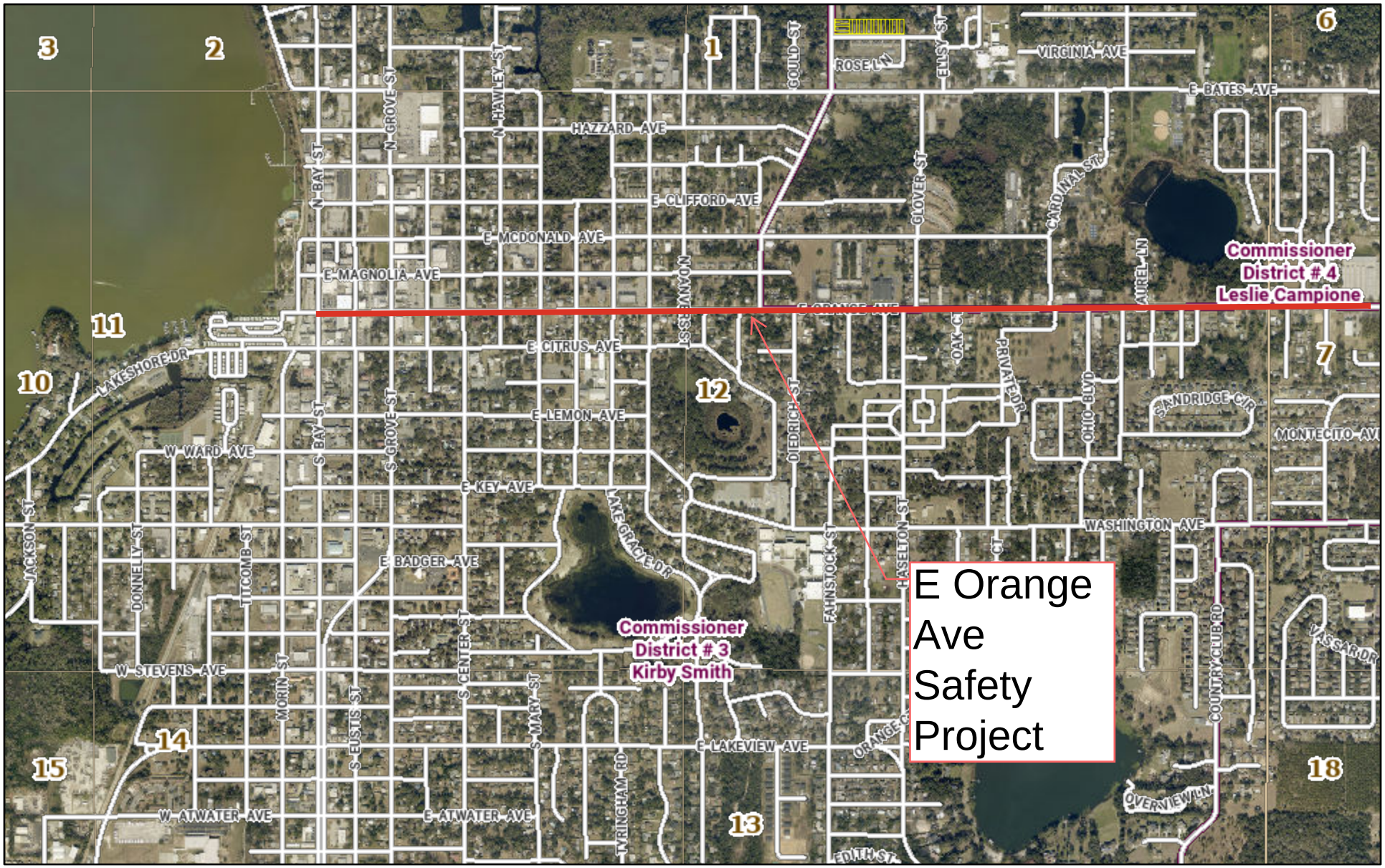

April 20, 2026

Commissioner Districts

Section Grid

Township/Range Grid

Future Lots

Local Streets 30K

Street Names

County Boundary

1:15,000

0 0.13 0.25 0.5 mi

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Lake BCC

Lake County Board of County Commissioners

MEMORANDUM

To: Lake County

From: Alta Planning + Design

Date: January 27, 2026

Re: Comprehensive Safety Analysis

Introduction

This memo combines all previously submitted safety and existing conditions analyses completed as part of Task 3, the Comprehensive Safety Analysis. The project team completed four different analyses in service of the project scope of work and of Safe Streets and Roads for All (SS4A) program requirements. Each analysis focuses on a different aspect of traffic crashes and roadway safety, including contributing factors, locations, and community impact. Together, the following four analyses represent a comprehensive picture of the state of roadway safety in Lake County:

- The **Systemic Safety Analysis** identifies recent trends in traffic crash data to develop an existing conditions overview for Lake County. This report guides subsequent planning and programming efforts within and beyond this task.
- The **High Injury Network Analysis** identifies a subset of roadways within Lake County where the highest frequency of crashes involving serious injuries or deaths occurs. In Lake County, 51% of injury crashes occur on just 2.8% of total roadway mileage. A High Injury Network is the foundation for prioritizing investments in high-impact roadway safety improvements.
- The **Crash Profile Analysis** identifies groupings of contextual and environmental factors for traffic crashes (including roadway speed, intersection type, lighting, weather, etc.) that are correlated with a greater degree of crash severity. This analysis uses point-based crash data, as opposed to road-based, and will help evaluate policy changes and other systemic improvements.
- The **Demographic Analysis** identifies connections between traffic crashes and community-level demographic conditions (including age, income, race, vehicle access, etc.). This analysis helps inform engagement decisions, the prioritization process, and the final report.

Each analysis includes lists of municipalities and roadways as illustrative examples and for further collaboration with municipal partners and FDOT. **After approval, the project team will work together with Lake County to draft a project prioritization approach. The prioritization process will combine the results from all analyses with other inputs, such as stakeholder engagement, feasibility review, and additional considerations, to develop a final project list.**

Where noted, additional revisions to each analysis have been made following Lake County's review. Once all outstanding memos are approved by Lake County (currently: HIN, Crash Profile, and Demographic Analysis) GIS data will be transmitted to the County in a geodatabase.

Systemic Safety Analysis – *Final Draft*

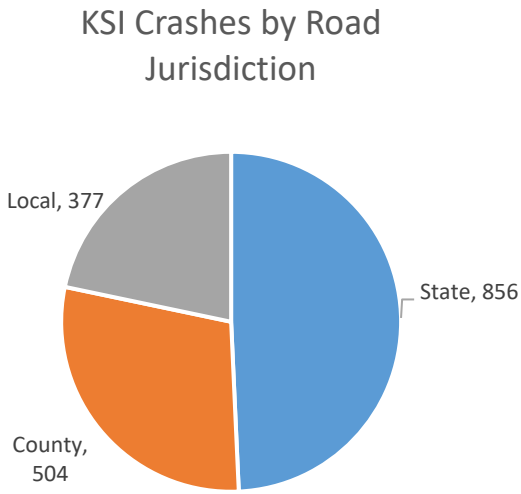
Methodology

Alta Planning + Design analyzed crash data for all public roadways in Lake County[1] from January 1, 2018, to December 31, 2023, the most recent six-year period available through Florida's Signal4Analytics crash data portal. The analysis focused on crashes that resulted in fatalities or serious injuries, commonly referred to as KSI (killed or seriously injured) crashes. The data was filtered to only include crashes with injuries or deaths, excluding minor crashes involving property damage only. Additionally, crashes that occurred on Florida's Turnpike, a limited-access highway, were excluded from this analysis unless specified. For this analysis, motorcycles were categorized as vehicles.

Key Findings

Between 2018 and 2023, the systemic safety analysis identified the following key findings:

- **314 people died in traffic crashes.**
- 49% of KSI crashes occurred on state-owned roadways.
- Crashes involving pedestrians were 4.7 times more likely to be fatal compared to crashes involving motor vehicles only. Similarly, crashes involving bicyclists were 1.7 times more likely to be fatal than vehicle-only crashes.
- Only 19% of pedestrian crashes occurred at intersections, and just 14% of pedestrian KSI crashes occurred at intersections.
- Bicycle-related crashes were relatively rare, representing 50 of 1,737 KSI crashes. Conclusions about trends in these crashes should be approached with caution.



[1] The City of Mount Dora was excluded from the crash analysis, as it received a separate Safe Streets and Roads for All grant to develop its own Safety Action Plan.

Who Is Impacted?

Traffic Fatalities

Using the most recent data from FDOT and the US Census Bureau's Population Estimates Program (2023), this analysis calculated Lake County's fatal crash rate*, including crashes on Florida's Turnpike and within the City of Mount Dora*. **In 2023, Lake County's fatal crash rate was 16.3 fatalities per 100,000 residents, a decrease from the 2018 rate of 17.9 fatalities per 100,000 residents.** However, Lake County's fatal crash rate exceeds Florida's statewide fatal crash rate of 14.9 people per 100,000 residents[2], and the national fatality rate of 12.8 per 100,000 residents (2022).[3]

[2] https://www.flhealthcharts.gov/ChartsDashboards/rdPage.aspx?rdReport=Death.DataViewer&cid=0110
[3] Insurance Institute for Highway Safety, *Fatality Facts 2022 State by State*. https://www.iihs.org/topics/fatality-statistics/detail/state-by-state

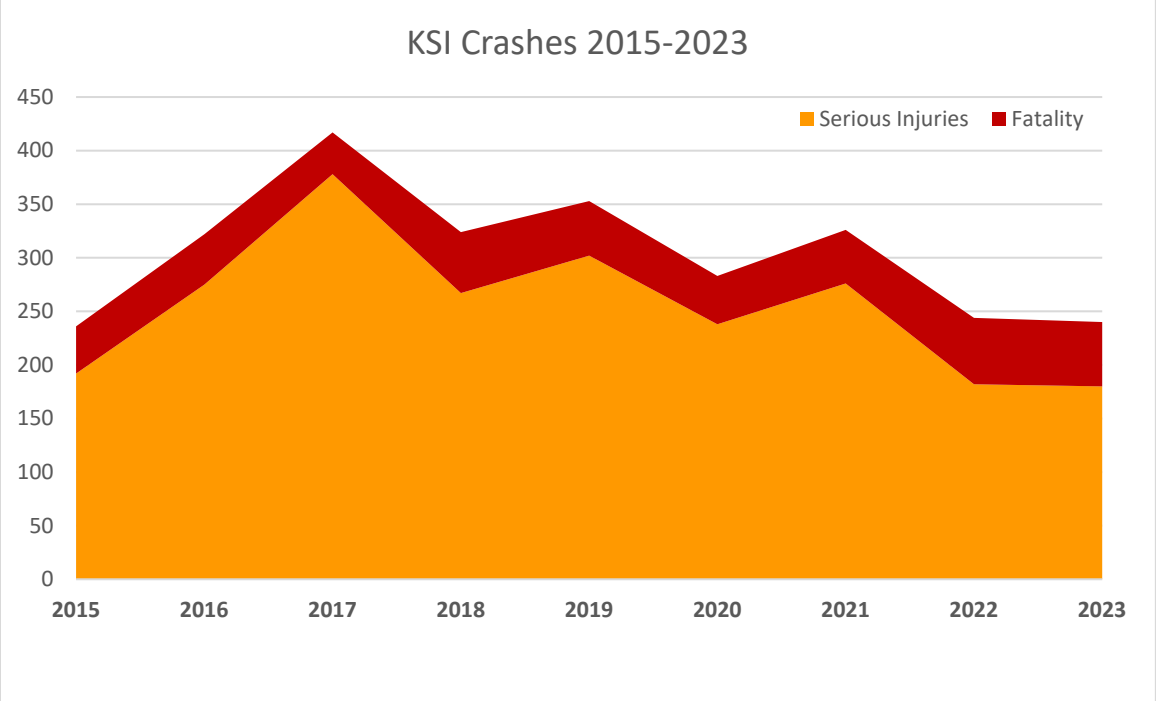


Figure 1. KSI Crashes 2015-2023

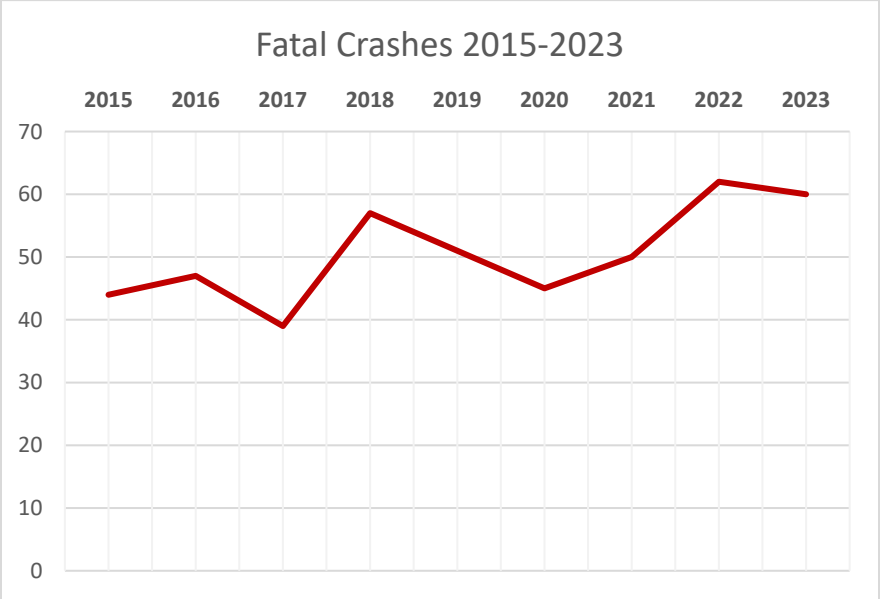


Figure 2. Fatal crashes from 2015-2023

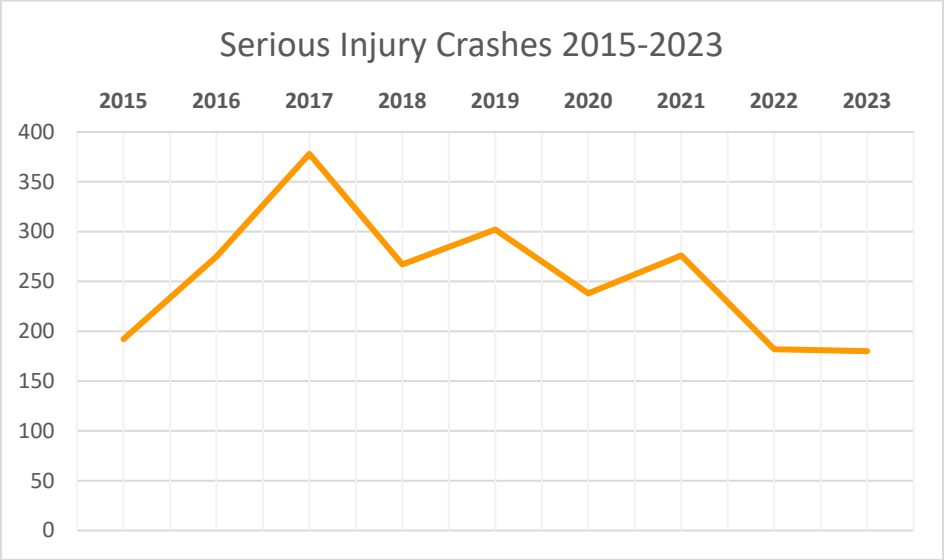


Figure 3. Serious injury crashes 2015-2023

Between 2018 and 2023, a total of 314 people lost their lives in traffic crashes in Lake County (excluding Florida's Turnpike and the City of Mount Dora). In absolute numbers, more people died in 2023 on Lake County roads than in 2018, but population growth has lowered the fatality rate. **Half of these fatal crashes occurred at night.** Among KSI crashes, the highest proportion occurred on State roads (49%), followed by County roads (29%).

Crash Severity by Mode

Among all travel modes, pedestrians and bicyclists disproportionately experienced KSI crashes. **Crashes involving pedestrians were 4.7 times more likely to be fatal than vehicle-only crashes, while crashes involving bicyclists were 1.7 times more likely to be fatal.** Figures 1 through 3 illustrate the severity of crashes for these three travel modes.

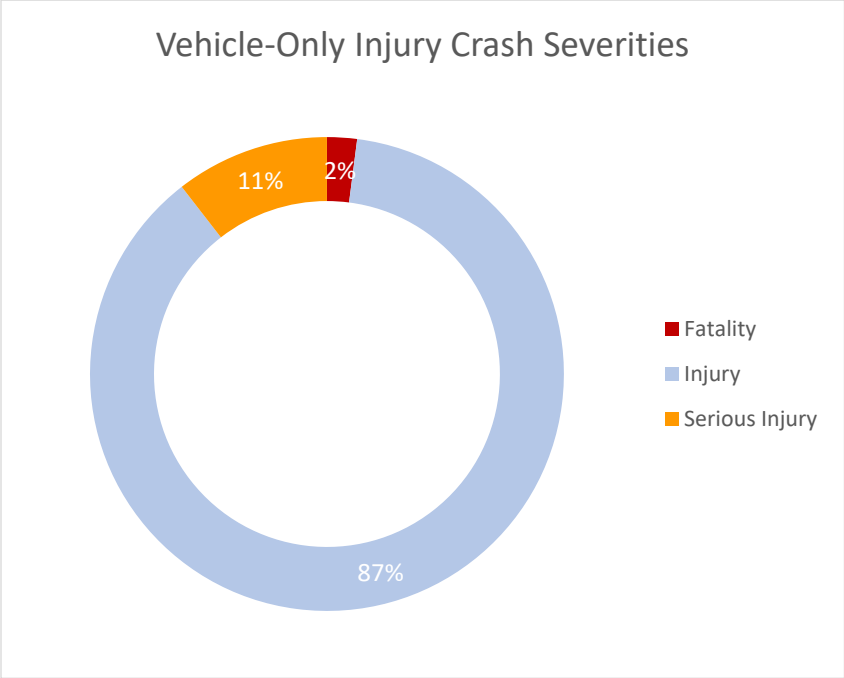


***Figure 4**: Severity of crashes involving vehicles only.*

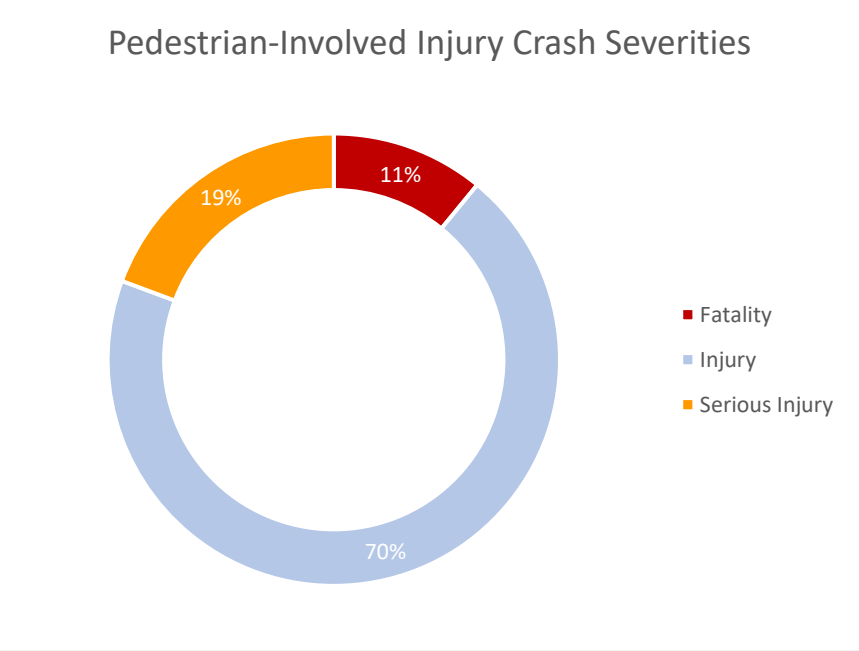


***Figure 5**: Severity of crashes involving pedestrians.*

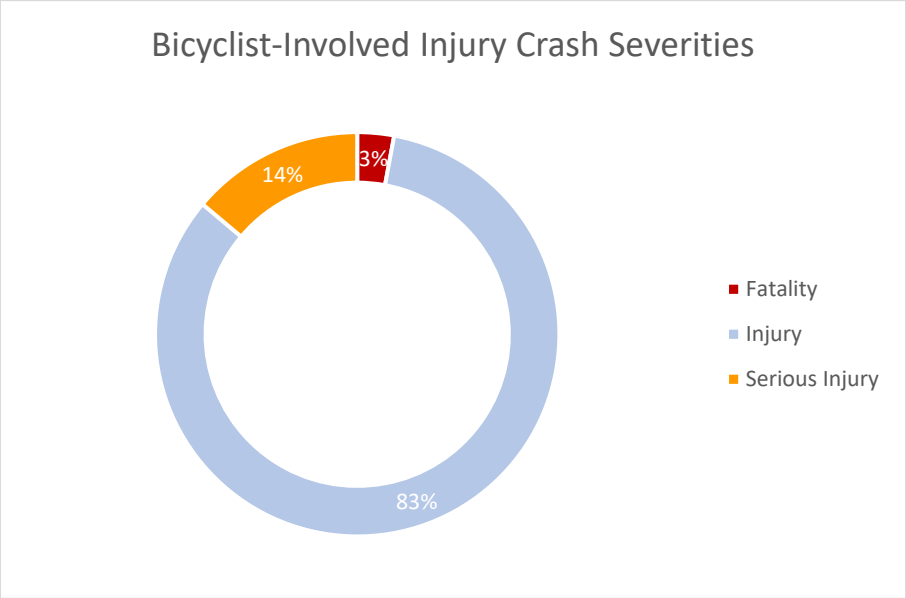


***Figure 6**: Severity of crashes involving bicycles.*

Age

Seniors are particularly vulnerable to serious injuries when involved in traffic collisions. With 26.1% of Lake County's population aged 65 and older, seniors represent a significant demographic of interest for traffic safety.

Data shows that seniors are more likely to be involved in fatal crashes in Lake County: 21.3% of KSI crashes involving a senior resulted in fatalities. However, seniors are underrepresented in fatal crashes relative to their proportion of the county's population.

Teenage drivers were involved in 10.5% of KSI crashes.

What Are the Causes and Factors?

Crash Types

Table 1 below categorizes different types of crashes involving vehicles, pedestrians, and bicyclists. While the categories are primarily designed for vehicle crashes, incidents involving bicyclists or pedestrians are grouped under their respective categories, as shown in Table 1.

***Table 1**: Crash types for all crashes. Above-average values are highlighted in red.*

Crash Types	**Fatality**	**Serious Injury**	**Injury**	**Grand Total**
Angle	18	105	1,149	1,272
Animal	1	9	45	55
Bicycle	10	40	227	277
Head On	43	68	251	362
Left Turn	51	239	1,577	1,867
Off Road	65	287	1,345	1,697
Other	20	133	938	1,091
Pedestrian	49	101	354	504
Rear End	25	262	4,123	4,410
Right Turn	1	6	105	112
Rollover	11	82	287	380
Sideswipe	10	51	575	636
Unknown	10	40	286	336
Grand Total	**314**	**1,423**	**11,262**	**12,999**

Table 1 shows that "rear-end" crashes were the most common type, accounting for approximately 37% of injury crashes. However, the types of crashes most associated with fatalities were "off-road", "left turn", and "pedestrian", each representing 21%, 16%, and 16% of fatal crashes, respectively. **Off-road crashes, in particular, are a significant concern,** as discussed further below.

Although pedestrians represent only 4% of all injury crashes detailed in Table 1, they account for approximately 16% of all fatal crashes.

Off-Road and Lane Departure Crashes

Lane departures were a significant factor in injury crashes, causing 42% of all fatal and serious injury crashes. A total of 150 fatal crashes were linked to lane departures. Lane departure occurs when a car leaves its travel lane, either veering into other cars in the same direction, across the directional median, or off the road.

"Off-road" crashes were strongly associated with lane departures, accounting for 43% of lane departure KSI crashes. Overall, 20% of fatal and serious injury crashes were categorized as "off-road." Other major crash types associated with lane departure KSI crashes included head-on collisions (13%) and rollovers (11%).

Additionally, roads with unpaved shoulders were found to be particularly hazardous, experiencing 1.8 times more KSI crashes compared to roadways with curbs and paved shoulders.

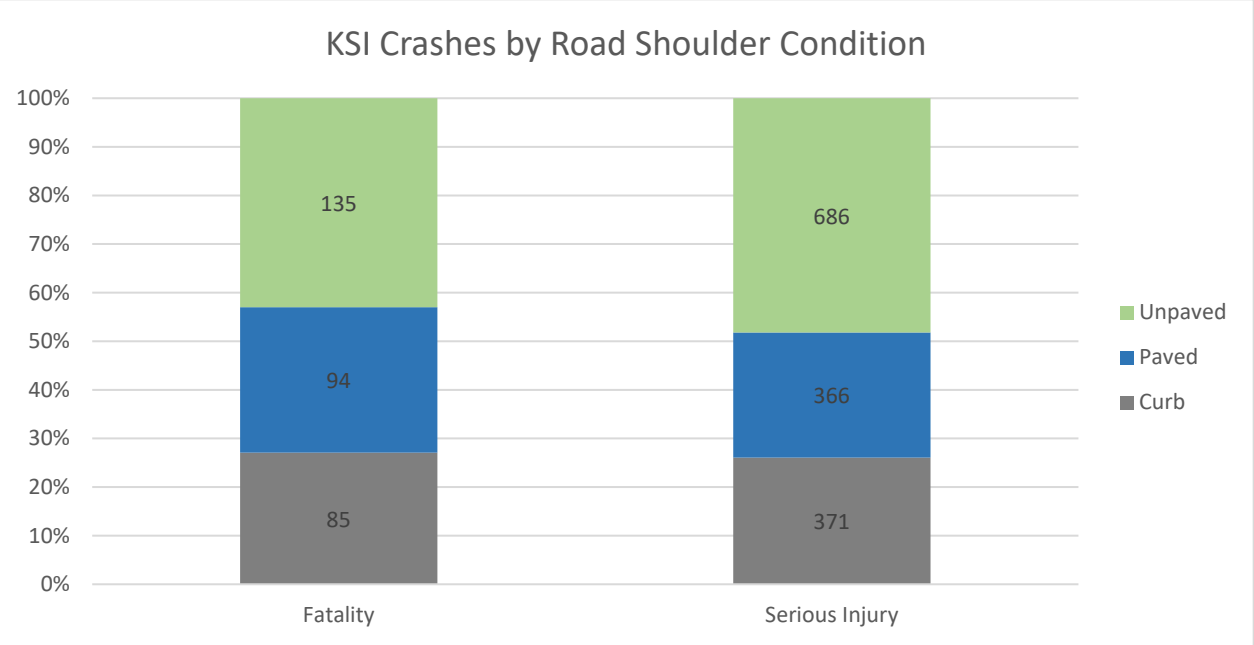


Figure 7: *Fatal and serious injury crashes by road shoulder condition.*

Lane Departure crashes were particularly severe on roads with unpaved shoulders.

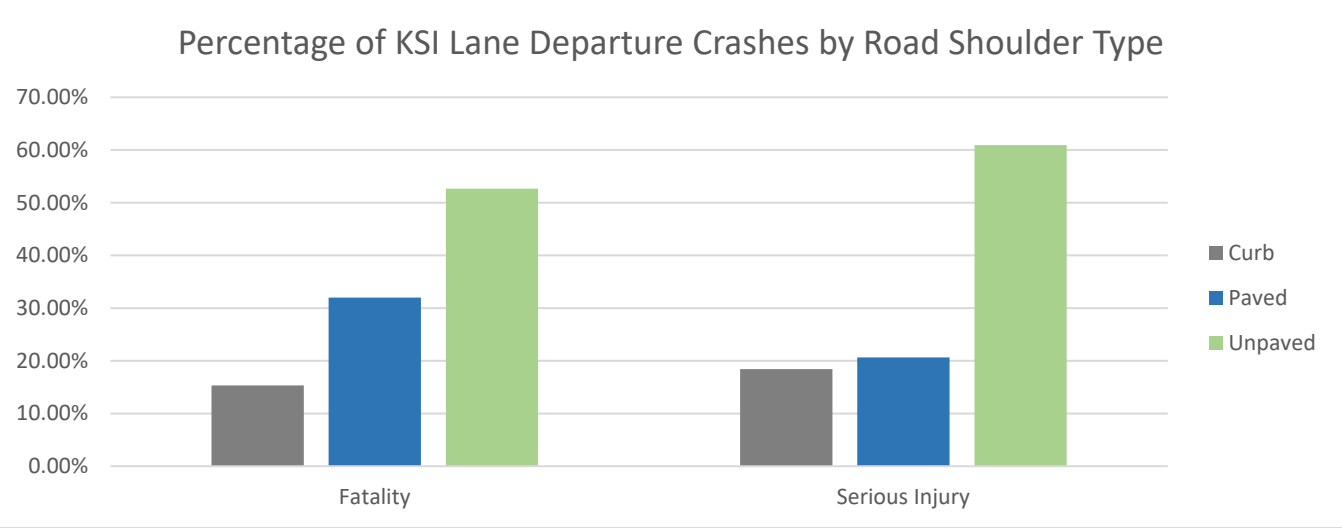


Figure 8: *Percentage of Lane Departure KSI Crashes by Road Shoulder Type*

Roadways with unpaved shoulders are more commonly found in rural areas, including much of unincorporated Lake County. While urban roadways account for the majority of injury crashes in Lake County (65%), rural areas experience a disproportionate share of KSI crashes (56%).

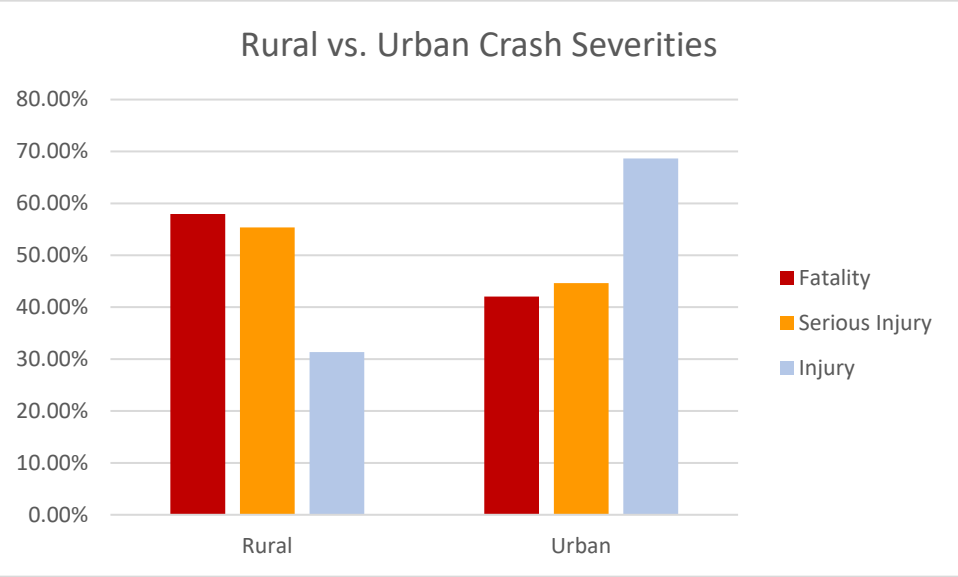


Figure 9: *Rural vs. Urban Injury Crash Severities*

Nighttime Crashes

Half of all fatal crashes and 36% of serious injury crashes occurred at night. Approximately 50% of these crashes happened in unlit areas.

Drugs and alcohol were factors in 35% of fatal crashes, with 64% of drugs and alcohol-related KSI crashes occurring at night. Alcohol contributed to 15% of nighttime KSI crashes and 24% of all fatal crashes, while drugs were a contributing factor in 7% of nighttime KSI crashes and 20% of all fatal crashes (some crashes involved both drugs and alcohol).

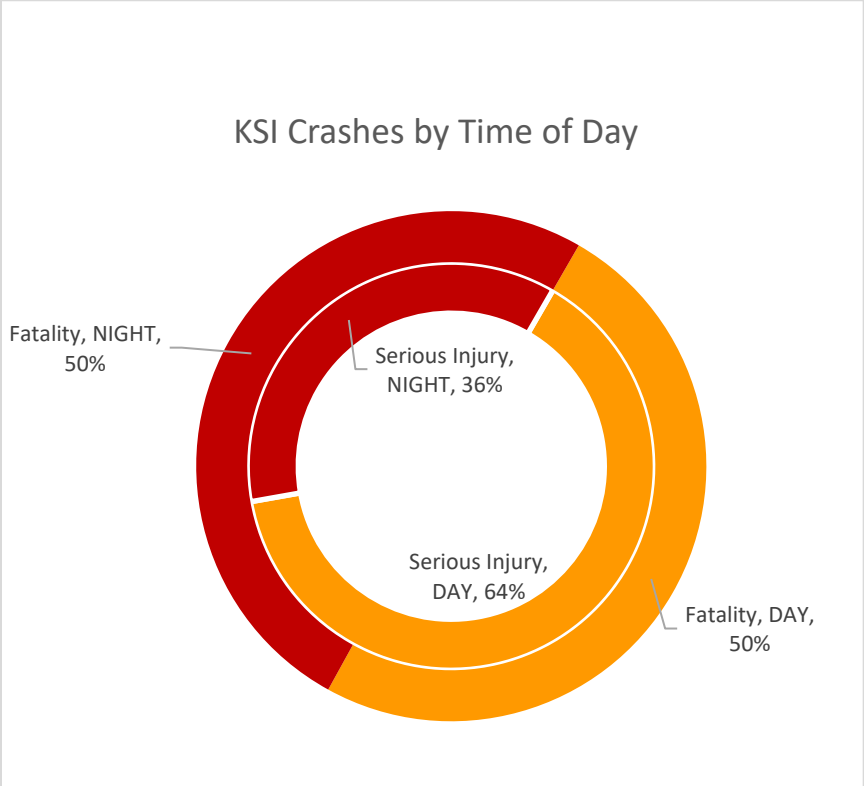


Figure 10: *Fatal and Serious Injury Crashes by Time of Day*

When and Where Are Crashes Occurring?

KSI Crashes by Road Jurisdiction

Figures 8 through 10 illustrate the percentages of KSI crashes in Lake County by mode and roadway jurisdiction.

Overall, State roads accounted for the highest percentage of KSI crashes (49%) and unlit, nighttime crashes (52%). County roads were the primary locations for unpaved shoulder crashes (43%). The distribution of crashes varied by mode:

- Pedestrian Crashes: Pedestrian fatalities were most common on State roads (64%). However, local roads accounted for the highest share of serious pedestrian injuries (44%). Urban roads were the site of 64% of pedestrian KSI crashes, including 35 fatalities.
- A larger proportion of pedestrian KSI crashes occurred on local roads (35%) compared to vehicle crashes (20%). This is likely because pedestrians are more likely to use local roads, which provide access to a greater number and variety of destinations.
- Bicycle Crashes: Among the 11 fatal bicycle crashes that occurred in Lake County between 2018-2023, most occurred on State (45%) and County (36%) roads. Serious injury bicycle crashes (40 total) were more evenly distributed among County (36%), State (36%), and local (27%) roads. See Figure 13.

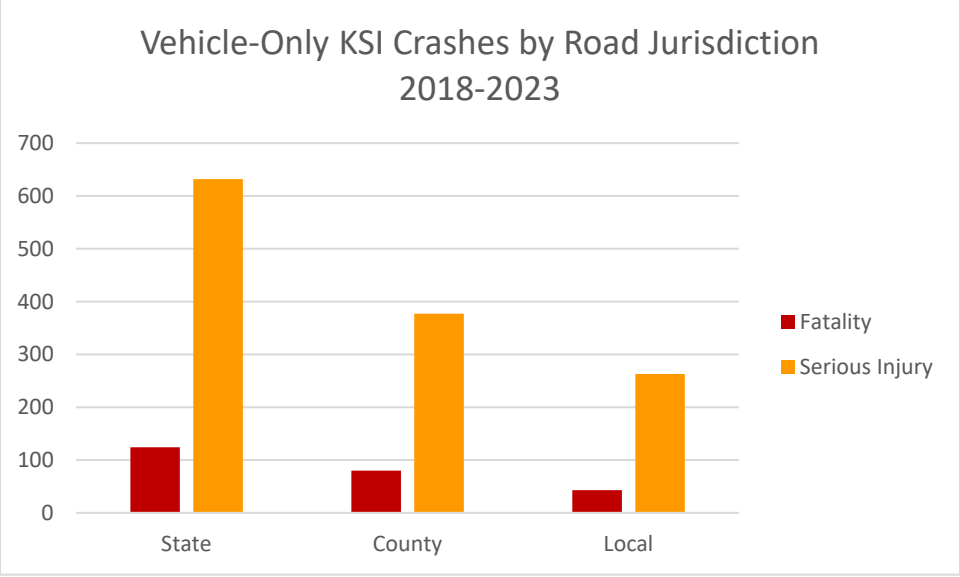


***Figure 8**: Fatal crashes by roadway jurisdiction (vehicles only).*

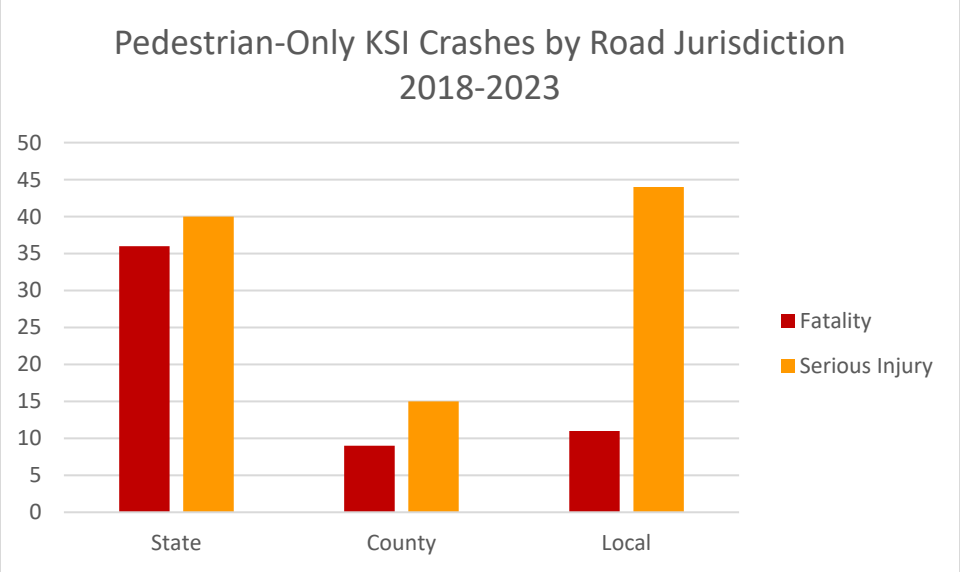


***Figure 9**: Fatal and serious crashes by roadway jurisdiction (pedestrians only).*

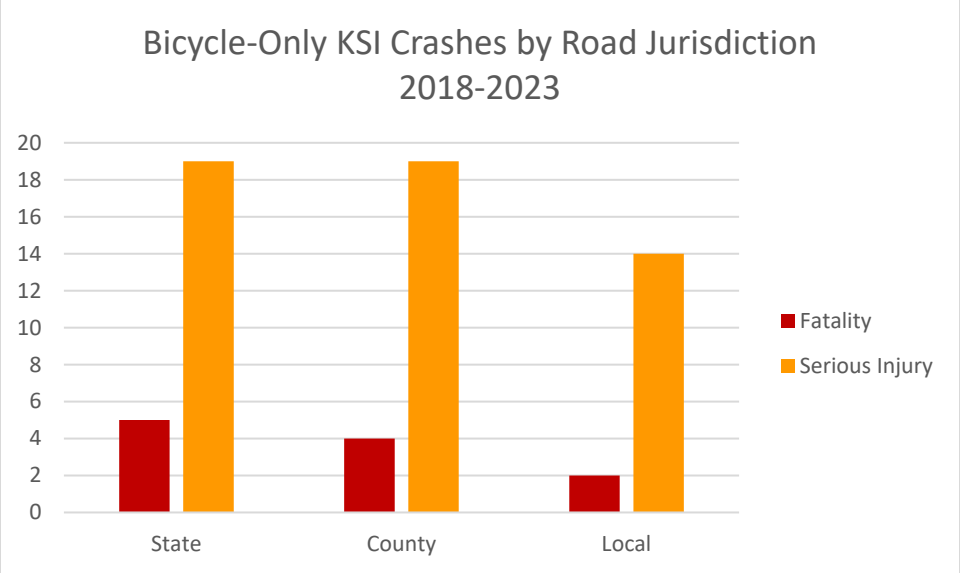


***Figure 10**: Fatal and serious crashes by roadway jurisdiction (bicycles only).*

KSI Crashes by Jurisdiction in Lake County

Table 2 presents the total number of fatal and serious injury crashes in each jurisdiction within Lake County from 2018-2023. The table also highlights the percentage of total KSI crashes that occurred in each jurisdiction. Notably, **Unincorporated Lake County, the City of Clermont, and the City of Leesburg accounted for 63% of KSI crashes.**

***Table 2**: KSI crashes by jurisdiction in Lake County.*

Row Labels	Fatal (within 30 days)	Incapacitating Injury	Percentage of KSI Crashes	Percentage of Injury Crashes
Unincorporated Lake County	152	383	30%	19%
Clermont	37	256	17%	25%
Leesburg	41	242	16%	19%
Eustis	19	137	9%	9%
Tavares	20	87	6%	7%
Groveland	12	93	6%	6%
Lady Lake	10	77	5%	6%
Umatilla	7	53	3%	2%
Fruitland Park	7	43	3%	3%
Astatula	2	18	1%	<1%
Mascotte	3	15	1%	1%
Howey-in-the-Hills	1	13	1%	<1%
Montverde	2	3	<1%	<1%
Minneola	1	3	<1%	1%
Grand Total	**314**	**1423**	**100%**	**99.93%**

Intersection Types

Approximately 30% of vehicle and bicycle KSI crashes occurred at intersections, compared to just 14% of pedestrian KSI crashes. Four-way intersections and T-intersections were the most common intersection geometries for these crashes, accounting for 18% and 15% of all KSI crashes, respectively.

The most frequent crash types at intersections included Left Turns, Right Angle, and Rear-End crashes. At four-way intersections, Left Entering and Right-Angle crashes were associated with 28% and 26% of KSI crashes, respectively. At T-intersections, Left Turns – both Entering and Leaving – were responsible for 42% of KSI crashes.

Crash Type Definitions	
Left Entering	Vehicle directions of travel are opposite. One vehicle maneuver is turning left. One vehicle maneuver is straight ahead. Vehicle directions of travel after completing their respective maneuvers would have been perpendicular.
Left Leaving	Vehicle directions of travel are perpendicular. One vehicle maneuver is turning left. One vehicle maneuver is straight ahead. Vehicle directions of travel after completing their respective maneuvers would have been opposite.
Right Angle	Both vehicles are traveling straight ahead; their directions of travel are perpendicular. Right-angle crashes involve crashing into the right-hand side of the vehicle.

Summary

Between 2018 and 2023, Lake County experienced 314 traffic fatalities and 1,423 serious injuries, highlighting ongoing safety concerns despite a slight decline in the overall fatal crash rate. The Safety Analysis identified several critical trends and risk factors contributing to these serious crashes:

- **Lane Departure and Off-Road Crashes:** Lane departure crashes accounted for 42% of all fatal and serious injury (KSI) crashes, with unpaved shoulders increasing crash severity. Off-road crashes alone made up 20% of KSI crashes.
- **High-Risk Roadway Types:** State-owned roads had the highest proportion of KSI crashes (49%). Rural roads, 42% of which are County roads, had fewer total crashes, but a disproportionately high number of serious incidents.
- **Vulnerable Road Users:** Pedestrian and bicycle crashes were significantly more deadly than vehicle-only crashes. Pedestrian crashes were 4.7 times more likely to result in a fatality, and two-thirds of pedestrian KSI crashes occurred in urban areas, often at mid-block locations.
- **Intersections and Left-Turn Crashes:** While most pedestrian KSI crashes occurred away from intersections, nearly 30% of vehicle and bicycle KSI crashes happened at intersections, with left-turn and right-angle crashes being the most common serious collision types.
- **Nighttime and Impaired Driving:** Half of all fatal crashes occurred at night, and 35% of fatal crashes involved drugs or alcohol. The majority (64%) of drug- and alcohol-related KSI crashes happened after dark.

High Injury Network Analysis – *Revised Draft*

Introduction

A High Injury Network (HIN) is a data-driven tool used to identify the percentage of roadways where a disproportionate number of fatal and serious injury crashes occur. These networks are critical in understanding where countermeasures can have the greatest impact on reducing crashes that lead to life-altering injuries or deaths. By focusing resources on these high-risk roadways, counties and municipalities can address systemic safety challenges and make meaningful progress toward goals like Vision Zero, which aims to eliminate traffic-related fatalities and serious injuries.

The development of an HIN moves beyond simply analyzing crash histories; it provides critical insights into the patterns, characteristics, and systemic factors that contribute to crash risks. This method emphasizes prioritizing safety improvements on corridors where the potential for reducing serious crashes is highest. Such a targeted approach is a cornerstone of Lake County's Safety Action Plan, ensuring that investments in safety improvements are both effective and equitable.

This memorandum outlines Alta's methodology for analyzing crash data and developing the HIN for Lake County. It details the inputs, data preparation, and analytical processes required to identify high-injury corridors, offering a roadmap for addressing the most pressing safety issues in the county's transportation network.

Inputs

Alta used the following data sets to develop a High Injury Network for Lake County:

1) **Crash layer:** Six-year crash data (2018 – 2023) of all crashes listed as within the County, provided by Signal4Analytics.

    - Inclusive of motor vehicle, bicyclist, pedestrian, and motorcycle crashes within the County limits.
    - Removed crashes within the City of Mount Dora.
    - Removed crashes on limited-access highways, toll roads, interstates, and ramps from this analysis using ArcGIS Pro.
    - Filtered crashes to remove Property Damage Only (PDO) severity crashes.
    - Checked crash points for unique crash identification numbers to confirm no duplicate records were included.

2) **Street Centerlines:** Lake County GIS Streets

    - Removed limited-access highways, toll roads, interstates, and ramps.
    - Removed crashes within the City of Mount Dora.
    - Consolidated divided roads so that each roadway is represented by a single line.
    - Used "unsplit lines tool" to merge road segments based on road name and functional classification. This eliminates any arbitrary splits in the centerline shapefile.
    - Divided centerlines into segments of approximately 0.5 miles (2,640 ft.) each so that crashes can be summarized for segments of equal length. .
    - Created unique IDs for roadway segments.

Methodology

Alta used the following methodology to develop a High Injury Network for Lake County:

1. **Prepare the Crash Data:**
    a. Crashes were weighted based on the most serious injury sustained by any individual involved in the crash. This effectively prioritizes areas where more serious crashes are occurring to identify areas where the most serious injuries can be reduced. These proportions are based on the ratio of the average cost to society from fatal and serious crashes compared to minor injury crashes. While some analyses may weigh serious crashes higher in proportion to minor crashes, that can lead to every segment with a fatal crash being represented on the HIN. Using this ratio avoids overweighting fatal crashes that occur as isolated events so that the HIN can represent roadways with patterns of serious crashes. [4]

        - Fatal injury or serious injury: 4
        - Minor injury: 1

    b. Snap all "killed or seriously injured" (KSI) crashes within 250 feet of the street centerline network to a prepared network segment. This distance generally accounts for collisions on divided highways that occur far from the now-consolidated centerline (such as wide highways) but is not long enough to capture collisions that occurred in parking lots adjacent to roadways. 181 crashes further away than 250 feet from a roadway were not considered for this analysis. Crashes that were within 50 feet of a major road were snapped to the prepared network segments. This accounts for crashes at intersections between local roads and major roads. Crashes are joined to the higher speed and higher volume roadways rather than smaller side streets.

[4] There are many calculations of average cost of serious and fatal crashes. The ratio shown here is based on FHWA's *Crash Costs for Safety Analysis* (Harmon et al, 2018), table 17. The weights shown here are proportional to the average of the square root of costs to society of serious crashes (fatal and serious injury) compared to the baseline of minor-injury crashes. Source: https://safety.fhwa.dot.gov/hsip/docs/fhwasa17071.pdf.

2. **Prepare the Street Network:**
    c. Create a Rolling Window / Sliding Window feature class where the lines are extended over each road segment approximately 2,640 feet, or 0.5 miles, with a 25% overlap in each direction (660 feet), for a total rolling segment length of approximately 3,960 feet. Alta will use custom splitting tools that have an overlap percentage (Wasserman, 2023). Lines will overlap with adjacent lines by the 25% set percentage. This process allows rolling window statistics to be calculated on each road segment. The benefits of rolling window analyses are that they reduce the impact that dead-end streets, the boundary effect (where boundaries from the centerline file are imposed on unbounded crash data), or anomalous crashes have on the final HIN. Fundamentally, it better captures the linear corridor crash patterns where they exist (Fitzpatrick, 2018)[5]. The rolling window concept is illustrated in **Figure 1**.

3. **Applied Rolling Window Analysis:**
    d. Spatially joined the crash layer to the rolling window road network.

    e. Calculated the summed rolling crash weight for each rolling road segment. This sums the weight of crashes on each rolling segment to reflect total crash severity on each segment.

    f. Rejoined the rolling crash weight from the rolling window layer to the original centerline network to calculate the rolling crash weight per mile for each segment. This step normalizes the crash weight based on road length. For segments shorter than 0.25 miles, a minimum length of 0.25 miles was applied to prevent overrepresenting crashes on small road segments, as dividing by very small numbers can produce disproportionately large values.

[5] These patterns would take into account collisions sometimes not directly on a particular segment in other to smooth out analysis results. Examples of this type of analysis are provided by FHWA in their Guide Book on High Pedestrian Crash Locations.

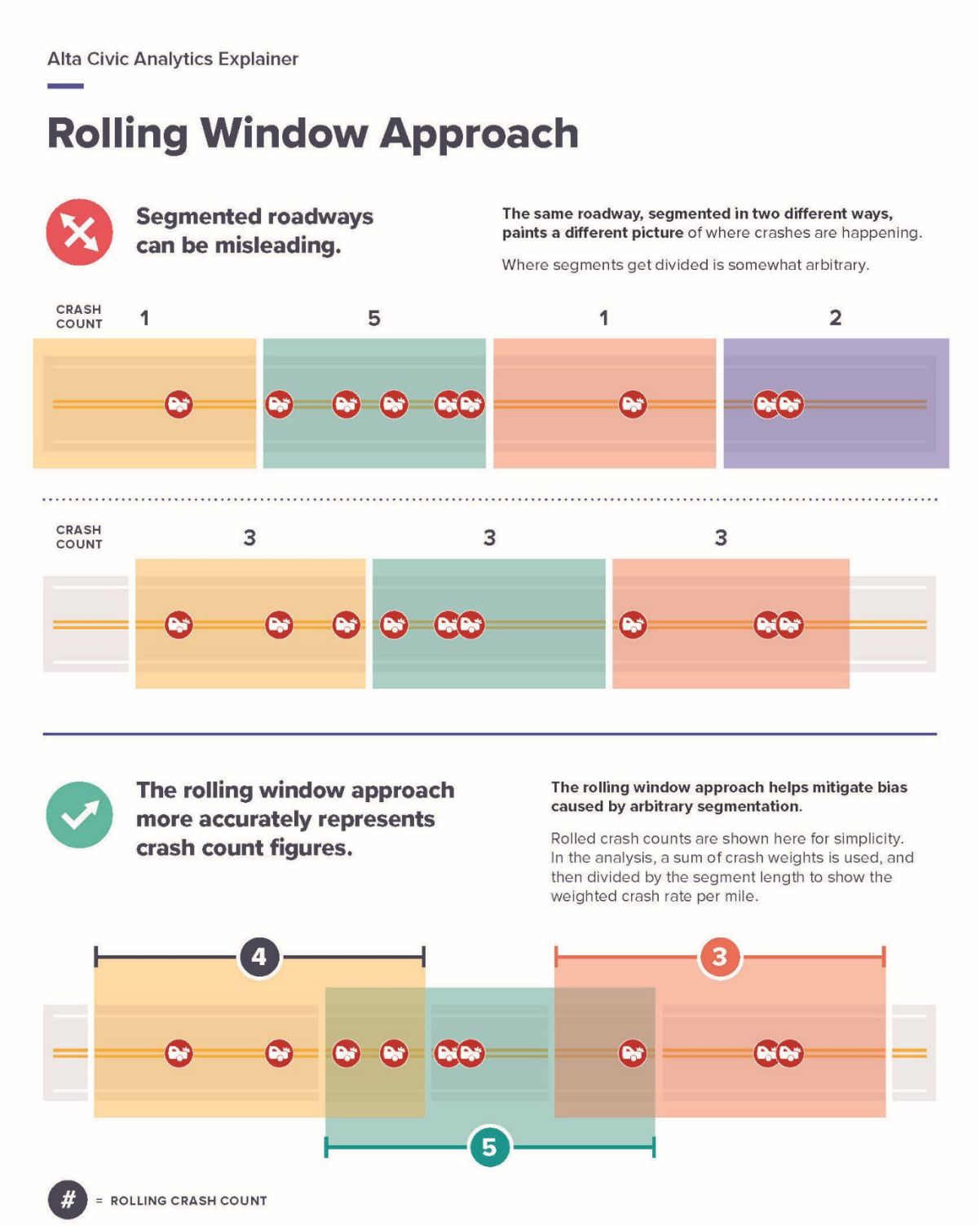


Figure 11: Rolling window approach.

4. **Accumulate Crashes:**

    a. Beginning with segments with the highest crash weight per mile, use Alta's custom-built *HIN Generation Tool* to progressively add segments to the HIN. This tool calculates the length in miles for each segment as it is added and keeps track of the cumulative miles in the HIN and the number of crashes occurring on those segments. It stops when the designated threshold of KSI collisions has been accumulated. The tool also generates a table that shows the number of crashes and the number of roadway miles accounted for with each HIN segment.

    b. Decide the threshold for the percentage of crashes included in the HIN by examining a graph of accumulated collisions and accumulated centerline miles and identifying the natural inflection point in the data. This represents the point at which adding more roadways to the HIN has diminishing returns in terms of identifying more crashes. An example graph is shown in **Figure 2.**

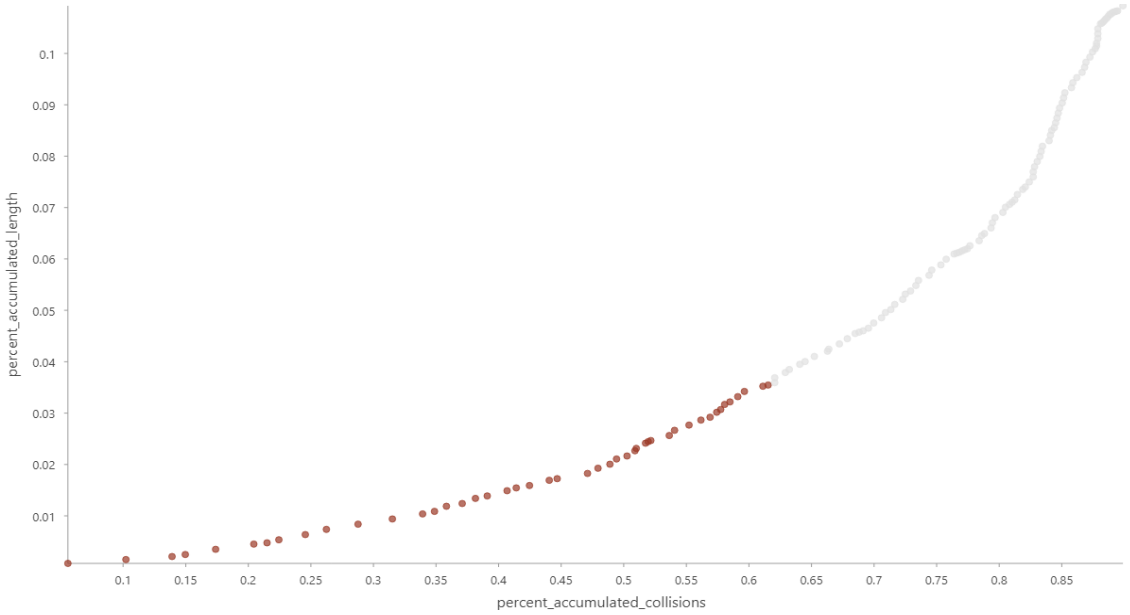


Figure 12: Example of a graph of accumulated collisions and accumulated centerline length. Collisions selected for the HIN are represented in brown.

5. **Final Refinement:**

    a. Examine the map of qualifying HIN segments and perform manual cleaning of the output from the tool. This step eliminates segments that the tool may have selected where no crashes have occurred. It also fills small gaps in otherwise contiguous networks on major roadways.

    b. Calculate the percentage of roadway miles and the percentage of KSI crashes accounted for in the final HIN.

Results

The **high injury network (HIN) in Lake County spans 101 roadway miles**, accounting for **51% of injury crashes while representing just 2.8% of the total roadway network**. A full map showing the HIN is shown on *Map 1*. Of the 101 HIN miles in Lake County, 36 miles of the HIN are in unincorporated rural areas, while the remaining 65 miles are within incorporated areas of Lake County. The City of Clermont has the highest concentration of HIN miles, totaling 16.8 miles. The following table displays the HIN miles by municipality. **For the purposes of this analysis, Mount Dora was excluded**.

An interactive map showing the HIN results is available here: Lake Co - HIN Ownership.

Table 3 - HIN Mileage by Municipality

City	HIN Miles	Total Centerline Miles**	HIN Percentage of Centerline Miles
Unincorporated Areas	35.4	2,344.4	1.5%
Clermont	16.8	269.3	6.2%
Leesburg	14.5	238.1	6.1%
Eustis	10	146.8	6.8%
Lady Lake	7	126.4	5.5%
Tavares	6.4	131.4	4.9%
Groveland	5.8	141.5	4.1%
Fruitland Park	3.1	72.4	4.1%
Mascotte	1.4	58.4	2.4%
Umatilla	0.4	39.6	1.0%
Minneola	0.3	99.5	0.3%
Astatula	0	23.5	0.0%
Howey-in-the-Hills	0	22.1	0.0%
Mont Verde	0	19.1	0.0%
Total	101.3	3,732.5	2.8%

***excludes interstates and ramps*

The High Injury Network in Lake County is predominantly concentrated on higher-speed, higher-capacity roadways, which are typically under the jurisdiction of the State or County. Notably, 74% of the HIN is on FDOT-maintained roads.

Table 4 - HIN by Ownership

Roadway Jurisdiction	HIN Miles
State	73.6
County	24.9
Local	1.18
Unincorporated	0.51

As outlined in the methodology, the HIN prioritizes roadways based on the number and severity of crashes occurring on them. The table below displays the roadways with the highest overall weighted crash severity index, which corresponds to roads with the highest total number of serious crashes.

Table 5 - Top 25 HIN Segments Overall

Street Name	From Street	To Street	Crash Severity Index	Number of Fatalities	Jurisdiction	Location
Us Hwy 192	Kersey St	Bail Blvd	283.6	4	State	Unincorporated Lake County
E Hwy 50	Miss Florida Ave	Summit Greens Blvd	272.0	0	State	Clermont
Citrus Blvd	S Dixie Ave	Picciola Rd	195.9	2	State	Leesburg, Fruitland Park, Unincorporated
E Hwy 50	Almond St	US HWY 27	193.7	2	State	Clermont
N 14th St	William St	Palm Plaza Shopping Center	187.7	1	State	Leesburg
N 14th St	Picciola Rd	N Shore Dr	184.0	3	State	Leesburg
Us Hwy 192	US HWY 27	Kersey St	164.0	1	State	Unincorporated Lake County
Sr 50	Summit Greens Blvd	Orange Lake Blvd	158.4	0	State	Clermont
Us Hwy 27	Cagan Park Ave	US HWY 192	157.3	1	State	Unincorporated Lake County
US Hwy 27	Avenida Cuarta	Cagan Park Ave	153.3	4	State	Unincorporated Lake County
S 14th St	Buena Vista Ave	Gunston St	153.2	0	State	Leesburg

N US Hwy 27/441	Griffin Ave	2nd St	147.8	0	State	Lady Lake
W North Blvd	Perkins St	N Palmetto St	145.7	1	State	Leesburg
E Main Street	Nichols Dr	Ice Cream Rd	138.7	2	State	Leesburg
N Duncan Dr	W Burleigh Blvd	N Lake Ave	138.5	0	State	Tavares
N Us Hwy 27	Southern Breeze Dr	S Grassy Lake Rd	138.3	1	State	Unincorporated Lake County
E Hwy 50	Helen St	Champions Way	137.4	2	State	Clermont
S Us Hwy 27	US Hwy 27	Brogden Dr	135.5	1	State	Clermont
E Hwy 50	Orange Lake Blvd	Castle Hills Rd	134.5	1	State	Clermont
E Hwy 50	East Ave	Almond St	133.5	0	State	Clermont
N 14th St	Cauthen Cir	W Main St	133.3	0	State	Leesburg
US Hwy 441	US 41	Professional Dr	132.3	0	State	Leesburg
W Hwy 50	12th St	Lake Ave	131.8	0	State	Clermont
E Burleigh Blvd	N New Hampshire Ave	Lake Eustis Dr	126.6	1	State	Tavares
E North Blvd	Mills St	Sunnyside Dr	125.6	0	State	Leesburg

***This calculation is based on the "number of fatalities" attribute in the crash data. In some instances, there are more than one fatality per crash event.*

Table 7 - Top 3 High Injury Roads by Municipality

City	Municipal Rank	Street Name	To	From	Ownership	Crash Severity Score	Overall HIN Ranking
ASTATULA	1	CR 48	Layliane Drive	Ranch Street	County	29.68	not on county HIN
	2	CR 561	Alabama Ave	Virginia Ave	County	20.57	not on county HIN
	3	CR 561	Virginia Ave	Westbrock Rd	County	11.87	not on county HIN
CLERMONT	1	E HWY 50	Summit Greens Blvd	Miss Florida Ave	State	271.99	2
	2	E HWY 50	US HWY 27	Almond St	State	193.69	4
	3	SR 50	Orange Lake Blvd	Summit Greens Blvd	State	158.38	8

EUSTIS	1	S BAY ST	US HWY 441	W Seminole Ave	State	106.41	38
	2	US HWY 441	Kurt St	T H Poole Rd	State	96.35	48
	3	US HWY 441	T H Poole Rd	Mount Homer Rd	State	86.72	63
FRUITLAND PARK	1	US HWY 27/441	Grays Airport Rd	Lake Ella Rd	State	122.62	30
	2	US HWY 27/441	S Dixie Ave	Forest St	State	90.43	60
	3	US HWY 27/441	E Berckman St	N Dixie Ave	State	72.81	78
GROVELAND	1	US HWY 27	Howey Rd	Obrien Rd	State	110.22	35
	2	SR 33	E Anderson Rd	E Broad St	State	90.89	56
	3	E ORANGE ST	SR 33	S Main Ave	State	62.15	102
HOWEY-IN-THE-HILLS	1	S PALM AVE	E Central Ave	S Dixie Dr	State	19.17	not on county HIN
	2	SR 19	Porto Fino Bay	Little Lake Harris Bridge	State	16.80	not on county HIN
	3	S PALM AVE	Revels Rd	South of S Florida Ave	State	14.38	not on county HIN
LADY LAKE	1	N US HWY 27/441	2nd St	Avenida Central	State	147.81	12
	2	N US HWY 27/441	Lady Lake Blvd	Water Oak Blvd	State	122.79	28
	3	N US HWY 27/441	Teague Trl	Rolling Acres Rd	State	120.01	31
LEESBURG	1	CITRUS BLVD	Picciola Rd	S Dixie Ave	State	195.89	3
	2	N 14TH ST	Palm Plaza Shopping Center	William St	State	187.72	5
	3	CITRUS BLVD	N Shore Dr	Picciola Rd	State	184.02	6

MASCOTTE	1	EAST MYERS BLVD	American Legion Rd	N Sunset Ave	State	65.62	93
	2	BLUFF LAKE RD	SR 50	towards N Sunset Ave	county	56.17	128
	3	WEST MYERS BLVD	N Sunset Ave	Elizabeth Ave	State	44.49	176
MINNEOLA	1	E WASHING TON ST	E Washington St	US HWY 27	local	90.47	59
	2	N HANCOCK RD	Hamlin Ridge Road	Fox Trail Ave	Local	21.62	not on county HIN
	3	OLD HWY 50	E Washington St	Forestwood Dr	Local	17.08	not on county HIN
MONTVERDE	1	SEVENTH ST	Highland Ave	Morningside Dr	County	8.01	not on county HIN
	2	SIXTH ST	Porter Ave	Division Street	Local	4.00	not on county HIN
	3	CR 455	Gladys St	7th Street	County	1.61	not on county HIN
TAVARES	1	N DUNCAN DR	N Lake	W Burleigh Blvd	State	138.52	15
	2	E BURLEIGH BLVD	Lake Eustis Dr	N New Hampshire Ave	State	126.64	24
	3	W BURLEIGH BLVD	N New Hampshire Ave	Orange Ave	State	105.22	39
UMATILLA	1	N CENTRAL AVE	W Ocala St	Owens St	State	58.39	116
	2	S CENTRAL AVE	Mebane Street	Ball Park Road	State	28.70	Not on county HIN

	3	CR 450	Charles Osborne Road	W 9th Street	County	26.79	Not on county HIN

County Roads

Twenty-five miles of the high injury network fall on county-maintained roadways. Among the highest-ranking segments, most (16) are in unincorporated areas in Lake County. The most common jurisdictions for county-road crashes include Clermont and Eustis.

Table 6 - Top 25 HIN Segments on County Roads

Street Name	From Street	To Street	Jurisdiction	Crash Severity Index	Overall Rank	Local Public Agency
Hancock Rd	E HWY 50	Greater Pines Blvd	County	93.1	52	Clermont
E Washington St	US HWY 27	E Washington St	County	90.5	59	Minneola
CR 44	Shady Acres Rd	N Silver Lake Rd	County	87.8	62	Unincorporated Lake County
CR 33	Lake Thomas Rd	Charter Ln	County	81.4	71	Unincorporated Lake County
CR 44	N Silver Lake Rd	Hill Rd	County	68.9	85	Unincorporated Lake County
CR 474	Chapel Baptist Church	US HWY 27	County	68.2	86	Unincorporated Lake County
Holly Dr	N HWY 19 A	W Old US Highway 441	County	67.8	87	Unincorporated Lake County
HWY 466	Rolling Acres Rd	Clay Ave	County	67.4	89	Lady Lake, unincorporated
Deerwood Farms Rd	Wekiva Pkwy	CR 433	County	62.6	101	Unincorporated Lake County
CR 44	Fernery Rd	Oak Dr	County	62.1	103	Unincorporated Lake County
HWY 466	Chula Vista Ave	Rolling Acres Rd	County	61.7	104	Unincorporated Lake County
E Orange Ave	N Bay St	N Exeter St	County	57.6	119	Eustis
N Dixie Ave	US HWY 27	E Miller St	County	56.3	126	Fruitland Park

Bear Pond Dr	Wekiva Pines Blvd	N/A	County	56.3	127	Unincorporated Lake County
Bluff Lake Rd	towards N Sunset Ave	SR 50	County	56.2	128	Mascotte
CR 455	Great Lawn Way	SR 50	County	55.5	131	Clermont, unincorporated
CR 44	Oak Dr	Rhett Rd	County	55.4	133	Unincorporated Lake County
CR 44	Rotary Dr	N HWY 19	County	55.1	134	Eustis
CR 33	3rd St	CR 48	County	54.7	135	Unincorporated Lake County
Sorrento Ave	Lawrence St	4th St	County	54.6	136	Unincorporated Lake County
CR 561	SR 19	Dora Blvd	County	53.8	142	Tavares
Hancock Rd	Trade Ave	Windy Mount Cir	County	53.0	145	Clermont
CR 561	US HWY 27	CR 561A	County	52.1	147	Unincorporated Lake County
Lake Saunders Dr	US HWY 441	Dora Ave	County	52.0	149	Eustis
Sorrento Ave	Payne Rd	Carroll St	County	51.8	151	Unincorporated Lake County

Local Roads

Roadways under local ownership in Lake County are primarily residential roads with lower speeds and carry lower vehicle volumes. Accordingly, these are less likely to feature crashes that result in a fatal or serious injury. Of the roadways identified in the HIN, three are locally maintained roads. Table 7 includes additional research into crash hot-spots on local roads in Lake County. The results are broken out by municipality. Only roadways with at least one KSI (Killed or Serious Injury) crash are included. Astatula, Howey-In-The-Hills, Montverde, and Umatilla did not have any KSI crashes on local roads.

Table 7 - HIN Roads on Local Roads

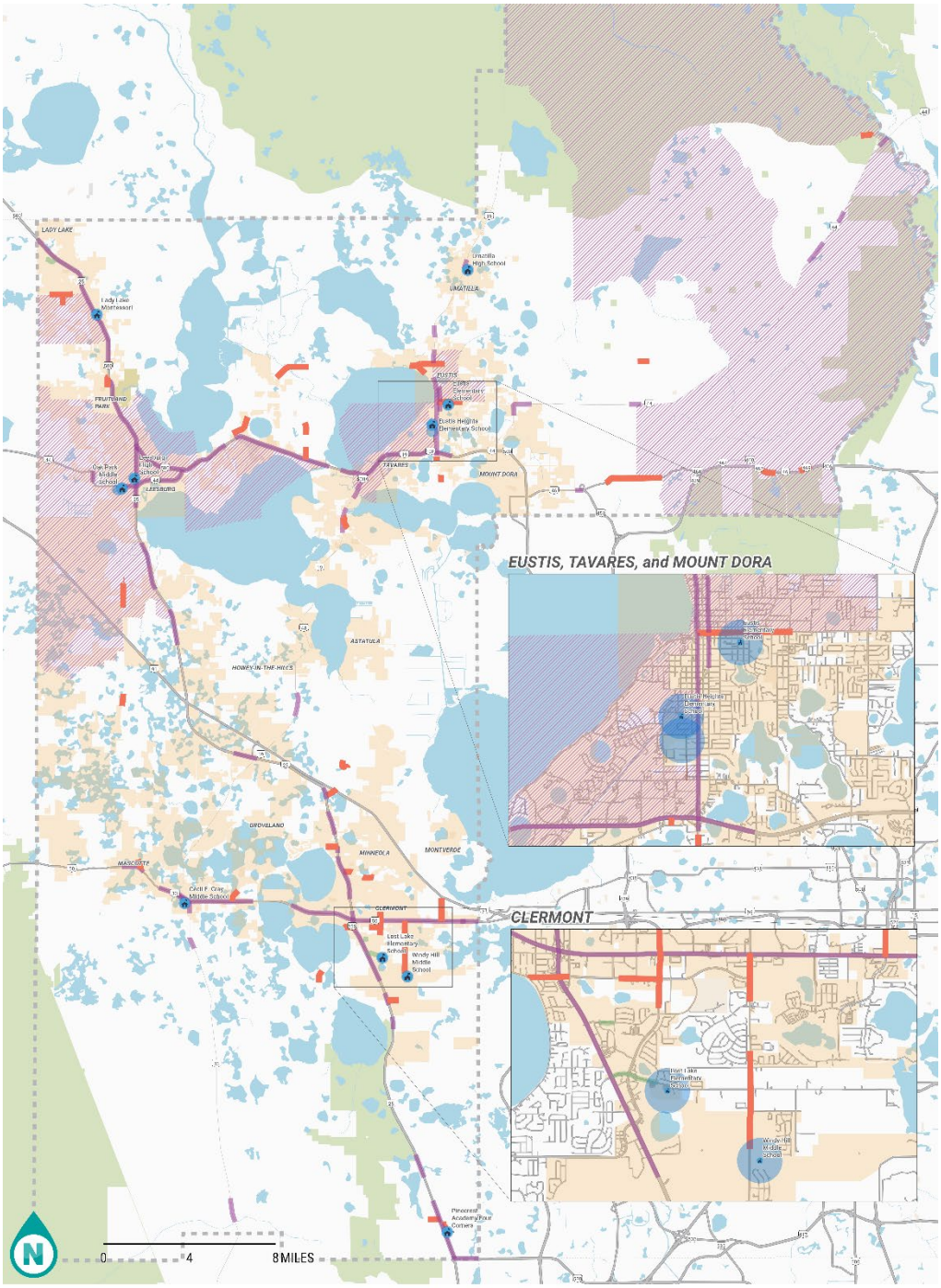
Street Name	From Street	To Street	Jurisdiction	Crash Severity Index	Overall Rank	Location
Steves Rd	Cross Ridge Rd	Hastings Blvd	Local	96.0	49	Clermont
Johns Lake Rd	US HWY 27	Eagle Lake Dr	Local	51.0	156	Clermont
Avenida Central	Alverez Ave	US HWY 27	Local	40.7	196	Lady Lake

Table 8 - Top High Injury Local Roads by Municipality

City	Municipal Rank	Street Name	To	From	Ownership	Crash Severity Score	Overall HIN Ranking
ASTATULA	*No Fatal or Serious Injury crashes on local roads.*						
CLERMONT	14	STEVES RD	Linkwood Ave	US HWY 27	Local	96.0	49
	27	JOHNS LAKE RD	Eagle Lake Dr	US HWY 27	Local	60.0	156
	38	SANDHILL VIEW BLVD	Hooks St	E HWY 50	Local	36.0	Not on county HIN
EUSTIS	30	LAKEVIEW AVE	Lakeview Ct	Orange Ct	Local	28.0	Not on county HIN
	33	LAKEVIEW AVE	Bay St	Atwater Ave	Local	26.28	Not on county HIN
	36	ATWATER AVE	Bay St	Lakeview Ave	Local	26.0	Not on county HIN
FRUITLAND PARK	31	MOYER LP	Drake Dr	Manly Pl	Local	9.70	Not on county HIN
GROVELAND	33	BIBLE CAMP RD	Arnold St	Villa City Rd	Local	14.3	Not on county HIN
	45	SILVER MAPLE RD	Balmy Coast Rd	n/a	Local	5.40	Not on county HIN
HOWEY-IN-THE-HILLS	*No Fatal or Serious Injury crashes on local roads.*						
LADY LAKE	18	PAIGE PL	Morse Blvd	Main St	Local	34.86	Not on county HIN
	23	MAIN ST/ALVEREZ AVE	Del Mar Dr	N US HWY 27/441	Local	22.79	Not on county HIN
	24	LAGRANDE BLVD	Griffin Ave	N US HWY 27/441	Local	19.50	Not on county HIN
LEESBURG	47	MONTCLAIR RD	McCormack St	Colonial St	Local	24.47	Not on county HIN

	52	N LAKE ST	Main St	N BLVD	Local	20.0	Not on county HIN
	54	PINE ST	Lake St	Canal St	Local	19.49	Not on county HIN
MASCOTTE	14	BAY RIDGE LP	Bay Lake Rd	n/a	Local	5.57	Not on county HIN
MINNEOLA	21	FORESTWOOD DR	Old HWY 50 W	South Ave	Local	4.52	not on county HIN
	22	EDUCATION AVE	Grassy Lake Rd	US HWY 27	Local	4.22	not on county HIN
MONTVERDE	*No Fatal or Serious Injury crashes on local roads.*						
TAVARES	34	PARK DR	Lake Ave	n/a	Local	12.0	not on county HIN
	35	RUBY ST	Sinclair Ave	N New Hampshire Ave	Local	12.0	not on county HIN
UMATILLA	*No Fatal or Serious Injury crashes on local roads.*						

Map 1 - High Injury Network



State Roads

As stated in the safety action plan components section on the Safe Street and Roads for All (SS4A) website, the geospatial identification of higher-risk locations should include all roadways within the jurisdiction with a demonstrated safety need, irrespective of ownership. Accordingly, the HIN includes state-maintained roads. The list of the top HIN segments on state roads can be leveraged for further collaboration with FDOT and to advocate for the incorporation of safety-improvements into planned FDOT roadway projects.

Table 8. Top 10 HIN Segments on State Roads

Street Name	From Street	To Street	Jurisdiction	Crash Severity Index	Overall Rank	Location
Us Hwy 192	Kersey St	Bail Blvd	State	283.6	1	Unincorporated Lake County
E Hwy 50	Miss Florida Ave	Summit Greens Blvd	State	272.0	2	Clermont
Citrus Blvd	S Dixie Ave	Picciola Rd	State	195.9	3	Leesburg, Fruitland Park, Unincorporated
E Hwy 50	Almond St	US HWY 27	State	193.7	4	Clermont
N 14th St	William St	Palm Plaza Shopping Center	State	187.7	5	Leesburg
N 14th St	Picciola Rd	N Shore Dr	State	184.0	6	Leesburg
Us Hwy 192	US HWY 27	Kersey St	State	164.0	7	Unincorporated Lake County
Sr 50	Summit Greens Blvd	Orange Lake Blvd	State	158.4	8	Clermont
Us Hwy 27	Cagan Park Ave	US HWY 192	State	157.3	9	Unincorporated Lake County
Us Hwy 27	Avenida Cuarta	Cagan Park Ave	State	153.3	10	Unincorporated Lake County

Conclusion

The development of the High Injury Network for Lake County has identified the roadways where targeted safety interventions can have the greatest impact on reducing serious crashes and saving lives. The HIN analysis resulted in the following key findings:

- The HIN spans 101 roadway miles, which accounts for 51% of all injury crashes while representing just 2.8% of the County's total roadway network.

- Serious crashes in Lake County are concentrated on higher-speed, higher-capacity roads – 74% of the HIN is under State jurisdiction – underscoring the need for strong collaboration with FDOT.
- The City of Clermont has the highest concentration of HIN roadway miles, totaling 16.8 miles.
- More than 1/3 of Lake County's HIN includes roadways within unincorporated areas of the county that tend to be more rural. However, the HIN is overrepresented in urban areas (particularly Clermont, Leesburg, and Eustis), where the HIN makes up a larger percentage of the roadway network.

These findings highlight the need for a data-driven, focused approach to improving traffic safety in Lake County. As Lake County advances its Safety Action Plan, the HIN will serve as a critical tool for prioritizing investments and achieving measurable progress toward the County's goal of eliminating traffic crashes that result in deaths or serious injuries.

References

Fitzpatrick, K. A. (2018). *Guidebook on Identification of High Pedestrian Crash Locations. FHWA-HRT-17-106. Supplemental Material.* McLean, VA: Federal Highway Administration Office of Safety Research and Development.

Harmon, T. G. (2018). *Crash Costs for Highway Safety Analysis. Report No. FHWA-SA-17-071.* Washington, D.C.: Federal Highway Administration.

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Crash Profiles Analysis – *Revised Draft*

This crash profile analysis reviewed reported crashes in Lake County from 2018 to 2023 to identify common contributing factors and attributes. Consistent with the Safe Roads and Streets for All (SS4A) framework, the analysis focused on crashes resulting in fatalities or incapacitating injuries. The analysis examined various crash characteristics, including crash types (e.g., rear-end, roadway departure), driver behavior, roadway and intersection features, the presence of pedestrian and bicycle facilities, and environmental and contextual factors such as time of day, weather, and adjacent land use. Through this review, combinations of attributes frequently associated with crashes – especially those overrepresented in fatality and serious injury crashes – were synthesized into three primary crash profiles. The analysis also identified roadway corridors where one or more of these crash profiles were significantly clustered.

Methodology

Alta conducted a crash pattern analysis using crosstabulations to examine crash factors and identify shared characteristics, with an emphasis on those disproportionately linked to fatal and incapacitating injury crashes. This analysis focused on two sets of crash data: the first includes all crashes that occurred on local, county, and state roads in Lake County (excluding interstates), while the second includes only crashes that occurred on local and county roads (excluding all state-maintained roads).

The analysis was based on crash, roadway, and land use attribute data provided by the Florida Department of Transportation, Lake County, and the Lake-Sumter Metropolitan Planning Organization. As part of the analysis, Alta evaluated two-factor attribute combinations across both datasets. Combinations were selected for further review if they met the following criteria:

- They were present in more than **1%** of all reported crashes between 2018 and 2023 for the relevant dataset. Focusing analysis on contextual factors that occur across a significant sample size of crashes allows for countermeasures that can be widely used or matched to grant funding for systemic improvements. For the first dataset, representing all roads, this figure represents approximately **422** reported crashes. For the second dataset, representing local and county roads only, this figure represents approximately **170** reported crashes.
- They represented a higher share of fatalities or incapacitating injuries compared to their share of all crashes.

This initial list was then refined using additional variables that provided more detailed descriptions of crash circumstances and showed potential for mitigation through roadway safety countermeasures.

To support this memo, the project team is including the spreadsheet used to apply the above methodology. This Excel file includes the following sheets:

- Crash Profile Attributes: includes all crashes and associated crash, roadway, and land use attributes contributing to this analysis. Each row represents a single traffic crash. A second version of this sheet (suffix "noState") excludes all crashes occurring on state roads.
- Crash Profile Tables: includes several pivot tables representing combinations of crash attributes, used to assess the crash severity outcomes associated with different combinations. Dozens of contextual factors were assessed as potential profiles, with the results of the Systemic Safety Analysis guiding this investigation. A second version of this sheet (suffix "noState") excludes all crashes occurring on state roads from the data output.
- Crash Profile Determination: includes a selection of potential crash profiles shortlisted as potential candidates for further analysis. Statistical values were calculated for each; the respective formulas are preserved in the sheet. Those deemed to be best suited for further analysis (through calculating statistical significance and assessing the suitability of each for systemic intervention) were eventually selected as the three profiles expanded on below.

Crash Profile Summary

Alta identified three crash profiles (i.e. groups of crashes that share similar characteristics) for all roads and three crash profiles for local and county roads, specifically. These profiles were selected based on the volume of crashes they represent and the presence of factors that are disproportionately associated with fatalities or serious injuries. Profiles were also selected based on their applicability for both datasets.

A summary of the profiles is provided in **Table 1** (local and county roads only) and **Table** 2 (all roads). Each profile includes:

- **Crash Type**: the categorization of crashes in the profile as recorded in statewide traffic crash reports assembled by Signal 4 Analytics.
- **Contextual Factor(s):** one or more additional elements (such as posted speed limit, lighting condition, or location along roadway segment) which, in combination with the overall crash type, correlate with a higher incidence of fatal and serious injury crashes.
- **Share of all Crashes**: the percentage of crashes in the crash profile, divided by all crashes in the relevant dataset (county and local roads or all roads).
- **Share of Fatal and Serious Injury Crashes**: the percentage of fatal and serious injury crashes in this profile divided by all fatal and serious injury crashes in the relevant dataset (county and local roads or all roads).
- **Fatal and Serious Injury Crash Multiplier**: the percentage of fatal and serious injury crashes divided by the percentage of all crashes. This is based on the methodology established by FHWA.[6] The Fatal and

[6] https://highways.dot.gov/safety/zero-deaths/applying-safety-data-and-analysis-performance-based-transportation-planning-2

Serious Injury Crash Multiplier measures how high-severity crashes compare to all crashes within a given profile. A higher value indicates that crashes in a profile are correlated with a disproportionate share of fatal and serious injury crashes relative to their quantity. A value of less than one suggests that crashes in a profile are correlated with a disproportionately low share of fatal and serious injury crashes relative to their quantity. In short, this metric shows whether certain crash types or locations are disproportionately dangerous. In this case, all selected profiles have high multipliers, indicating they are strongly associated with fatalities or serious injuries.

Table 1: Crash Profile Summary, County and Local Roads Only

Profile Number	Profile Name	Crash Type (FDOT)	Contextual Factor(s)	Number of Crashes	Share of All Crashes	Share of Fatal and Serious Injury Crashes	FHWA Risk Ratio
1A	Off-Road Crashes on High-Speed, Rural Roads	Off-Road	Rural 40+ mph road	874	5.10%	15.51%	**3.27x**
2A	Left Turn Crashes at Unsignalized Intersections	Left Turn	Unsignalized Intersections	1,361	7.94%	10.48%	**1.46x**
3A	Midblock Pedestrian-Involved Crashes	Pedestrian-Involved	Midblock (Not at Intersection)	*392*	2.29%	7.48%	**3.44x**

Detailed descriptions of each profile and example locations are included in this memo, followed by maps illustrating the locations of crashes within each profile. These maps are also available on the project's interactive web map: https://apd.maps.arcgis.com/apps/instant/basic/index.html?appid=6023d728dea64753b2801c60b7aaf69b

Table 2: Crash Profile Summary, All Roads

Profile Number	Profile Name	Crash Type (FDOT)	Contextual Factor(s)	Number of Crashes	Share of All Crashes	Share of Fatal and Serious Injury Crashes	FHWA Risk Ratio
1	Off-Road Crashes on High-Speed, Rural Roads	Off-Road	Rural 40+ mph road	1,419	3.36%	10.68%	**3.43x**
2	Left Turn Crashes at Unsignalized Intersections	Left Turn	Unsignalized Intersections	2,795	6.62%	11.81%	**2.05x**
3	Midblock Pedestrian-Involved Crashes	Pedestrian-Involved	Midblock (Not at Intersection)	586	1.39%	7.44%	**5.71x**

Profile 1: Off-Road Crashes on High-Speed (40+ mph), Rural Roads

Profile	Includes	Number of Crashes	Share of All Crashes	Share of Fatal and Serious Injury Crashes	Fatal and Serious Injury Crash Multiplier
1	All Roads	1,419	3.36%	10.68%	**3.43x**
1A	*Local and County Roads Only*	*874*	*5.10%*	*15.51%*	***3.27x***

Off-road crashes typically involve a vehicle leaving the roadway and either overturning or striking a fixed object, such as a tree, utility pole, or ditch. Crashes in this profile were three times more likely to result in a fatal or serious injury crash than their quantity alone would suggest, including crashes only occurring on local or county roads. Higher vehicle speeds are associated with a greater risk of fatality or serious injury. An urban land use context may include roadway elements (such as a divided facility, signalized or stop-controlled intersections, or the increased presence of other traffic) that control driver speed and result in a lower incidence of serious injury; these features are generally less common or frequent in rural areas. Roadway lighting conditions for crashes in this profile are also correlated with a greater incidence of serious injury; though dark, unlit crashes account for approximately 6% of all fatal and serious injury crashes on rural roads, they account for 40% of fatal and serious injury crashes in this profile. This profile is mapped in **Figure 1**.

Corridors experiencing fatal or serious injury crashes matching this profile include:

- ***CR 474*** *between SR 33 and US HWY 27 in Clermont* [AADT 5800 | Speed Limit 55 MPH]

- ***Tuscanooga Rd*** *between Honeycut Rd and W Myers Blvd in Mascotte* [AADT 600 | Speed Limit 40 MPH]

- ***Lake Unity Rd*** *between Eagles Nest Rd and Picciola Rd in Fruitland Park* [AADT 4700 | Speed Limit 45 MPH]

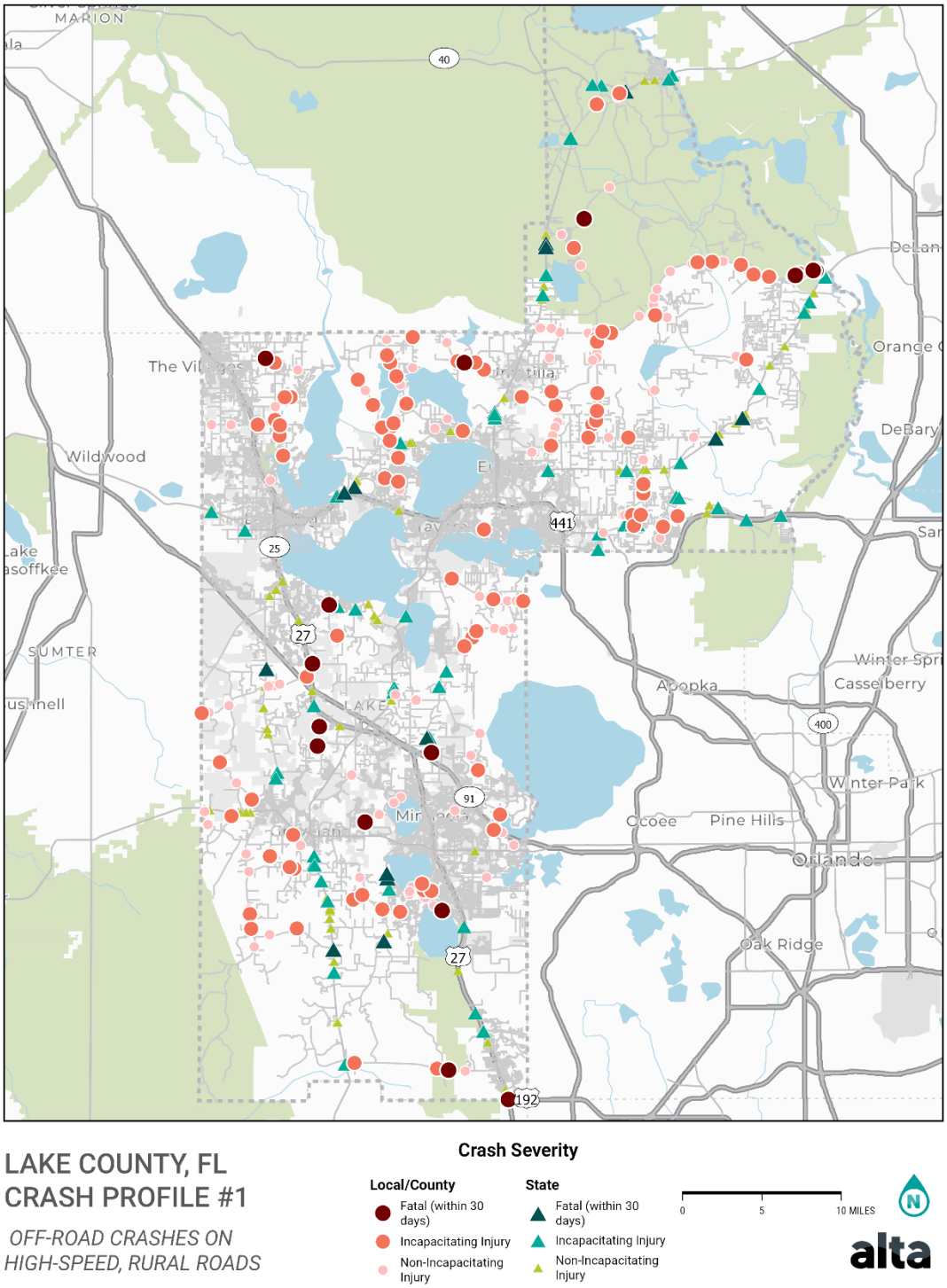


Figure 1: Crash Profile 1: Off-Road Crashes on High-Speed, Rural Roads

Profile 2: Left Turn Crashes at Unsignalized Intersections

Profile	Includes	Number of Crashes	Share of all Crashes	Share of Fatal and Serious Injury Crashes	Fatal and Serious Injury Crash Multiplier
2	All Roads	2,795	6.62%	11.81%	**2.05x**
2A	*Local and County Roads Only*	*1,361*	*7.94%*	*10.48%*	***1.46x***

Left turn crashes at unsignalized intersections are the most frequently occurring crash profile across both datasets and one of the most common crash types associated with a higher risk of fatality or serious injury. Injury crashes in this profile typically involve a vehicle turning onto a major roadway from a local street or driveway – or vice versa – at locations without traffic signals, where higher travel speeds increase the likelihood of serious injury or fatal crashes.

This profile accounts for over 6% of all crashes and over 7% of local and county road crashes, and over 10% of fatal or serious injury crashes occurring across both datasets. T-intersections are the most common intersection type in this profile, but other configurations, such as four-way and Y-intersections, are similarly likely to result in a fatal or serious injury crash. This profile is mapped in **Figure 2.**

Corridors experiencing fatal or serious injury crashes matching this profile include:

- ***N 14th St*** *between Dixie Ave and Main St in Leesburg* [AADT 22500 | Speed Limit 35 MPH]

- ***Hammock Ridge Rd*** *between Spangled Ln and US HWY 27 in Clermont* [AADT 18600 | Speed Limit 45 MPH]

Pine Island Road *between SR 33 and Monte Vista Road in Clermont* [AADT 1650 | Speed Limit 45 MPH]

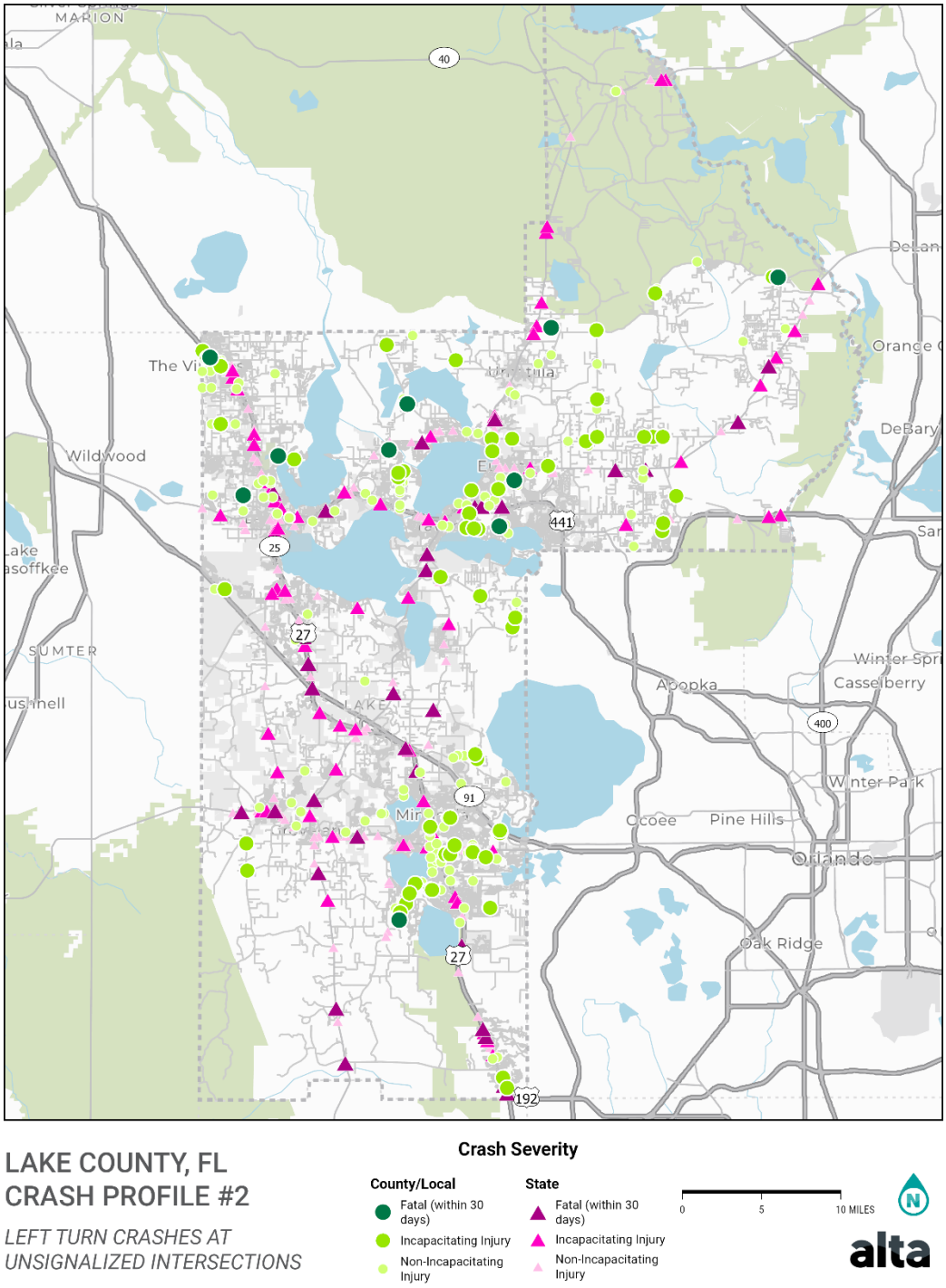


Figure 2: Crash Profile 2: Left Turn Crashes at Unsignalized Intersections

Profile 3: Midblock Pedestrian-Involved Crashes

Profile	Includes	Number of Crashes	Share of All Crashes	Share of Fatal and Serious Injury Crashes	Fatal and Serious Injury Crash Multiplier
3	All Roads	586	1.39%	7.44%	**5.71x**
3A	*Local and County Roads Only*	*392*	*2.29%*	*7.48%*	***3.44x***

Midblock crashes refer to crashes that occur away from intersections. This profile accounts for 81% of all pedestrian crashes in Lake County, with the remaining crashes occurring at intersections (including all signalization and intersection configurations). While fatalities made up about 20% of the countywide 'fatal or serious injury' crashes, they make up 38.7% of that subset here. Crashes involving pedestrians are generally among the most likely to result in a serious or fatal injury, owing to the vulnerability of the pedestrian as a road user. Crashes in this profile accounted for over 7% of the fatal and serious injury crashes across both datasets, despite only accounting for between 1 and 3% of overall crashes.

These crashes are concentrated along major corridors where traffic volumes and speeds are high, and crosswalks are spaced farther apart. While most crashes in this profile occurred during daylight, fatal or serious injury crashes were more likely to happen under dark, unlit conditions, which significantly increased the risk. This profile is mapped in **Figure 3.**

Corridors experiencing fatal or serious injury crashes matching this profile include:

- ***Citrus Tower Blvd*** *between E HWY 50 and Excalibur Rd in Clermont* [AADT 1900 | Speed Limit 40 MPH]

- ***S Grand Hwy*** *between Pitt St and E HWY 50 in Clermont* [AADT 3700 | Speed Limit 35 MPH]

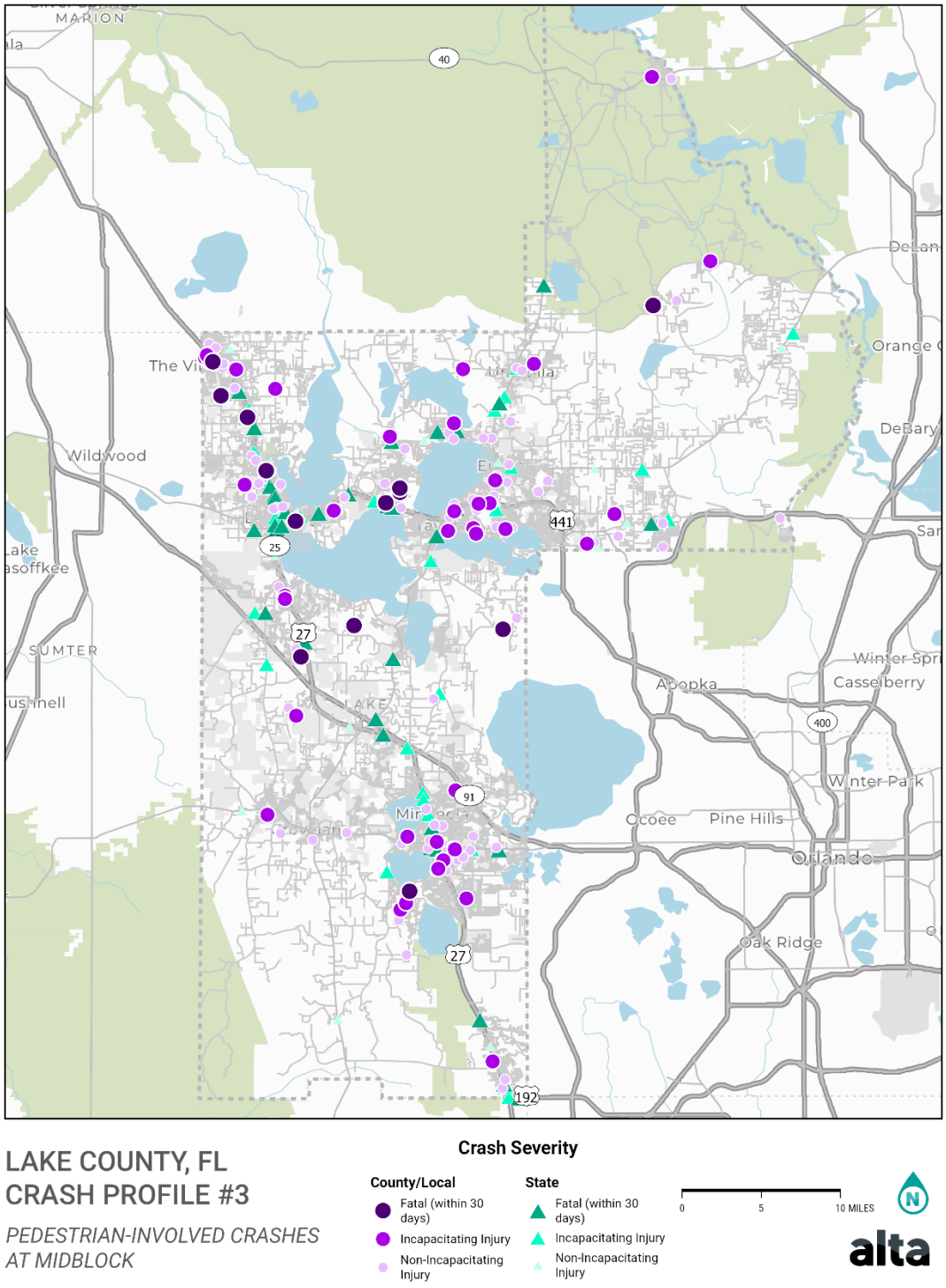


Figure 3: Crash Profile 3: Pedestrian-Involved Crashes at Midblock

Crash Profiles and the High Injury Network

Schools

The project team developed a High Injury Network (HIN) for Lake County during a prior analysis to determine the corridors and roadway segments which accounted for an outsized proportion of traffic crashes, particularly those resulting in fatality or serious injury. Although the HIN and Crash Profiles both consider crash severity, the former emphasizes the location of crashes while the latter emphasizes contextual factors associated with a crash. Together, these analyses offer important insight into where, and under what circumstances, fatal or serious injury crashes occur in an area.

During the High Injury Network development process, the project team highlighted Lake County schools which fell in close proximity (two miles or less) to a segment on the county's HIN. Schools near the High Injury Network represent high-priority targets for safety improvements due to the increased number of children and other Vulnerable Road Users intended to travel to or near the school daily. This analysis found **ten** schools which were located on or near the HIN. The results of this analysis are presented in **Figure 4**.

Since the crash profiles generated through this analysis represent the contextual factors most associated with a substantial number of fatal or serious injury crashes, determining the relevance of each profile to high-priority school area will allow safety improvements to target fatal or serious injury crashes nearby most effectively. The number of each crash profile occurring in the ten Lake County HIN school areas is presented in **Table 3.** Crash Profile 2 (Left Turn Crashes at Unsignalized Intersections) is the most commonly occurring crash profile in these areas, with residential neighborhoods generally having a greater intersection density and school drop-offs frequently necessitating turning on or off high-traffic roads. Crash Profile 1 (Off-Road Crashes on High-Speed, Rural Roads) is the least common, since schools are typically placed in urban areas and near lower speed limits; nevertheless, almost all two-mile zones contain several crashes in this profile.

Table 3: Frequency of Crash Profile Crashes Occurring Near High Injury Network Schools

Ranking	High Injury Network School	Crash Profile 1	Crash Profile 2	Crash Profile 3	Total
1	Lost Lake Elementary School (Clermont)	11	59	22	**92**
2	Leesburg High School (Leesburg)	1	46	30	**77**
3	Oak Park Middle School (Leesburg)	1	32	28	**61**
4	Eustis Elementary School (Eustis)	1	33	10	**44**
5	Eustis Heights Elementary School (Eustis)	0	27	15	**42**
5	Pinecrest Academy Four Corners (Clermont)	4	20	18	**42**
7	Cecil E. Gray Middle School (Groveland)	9	22	3	**34**
8	Lady Lake Montessori (Lady Lake)	5	14	9	**28**
9	Windy Hill Middle School (Clermont)	5	14	4	**23**
10	Umatilla High School (Umatilla)	5	5	5	**15**

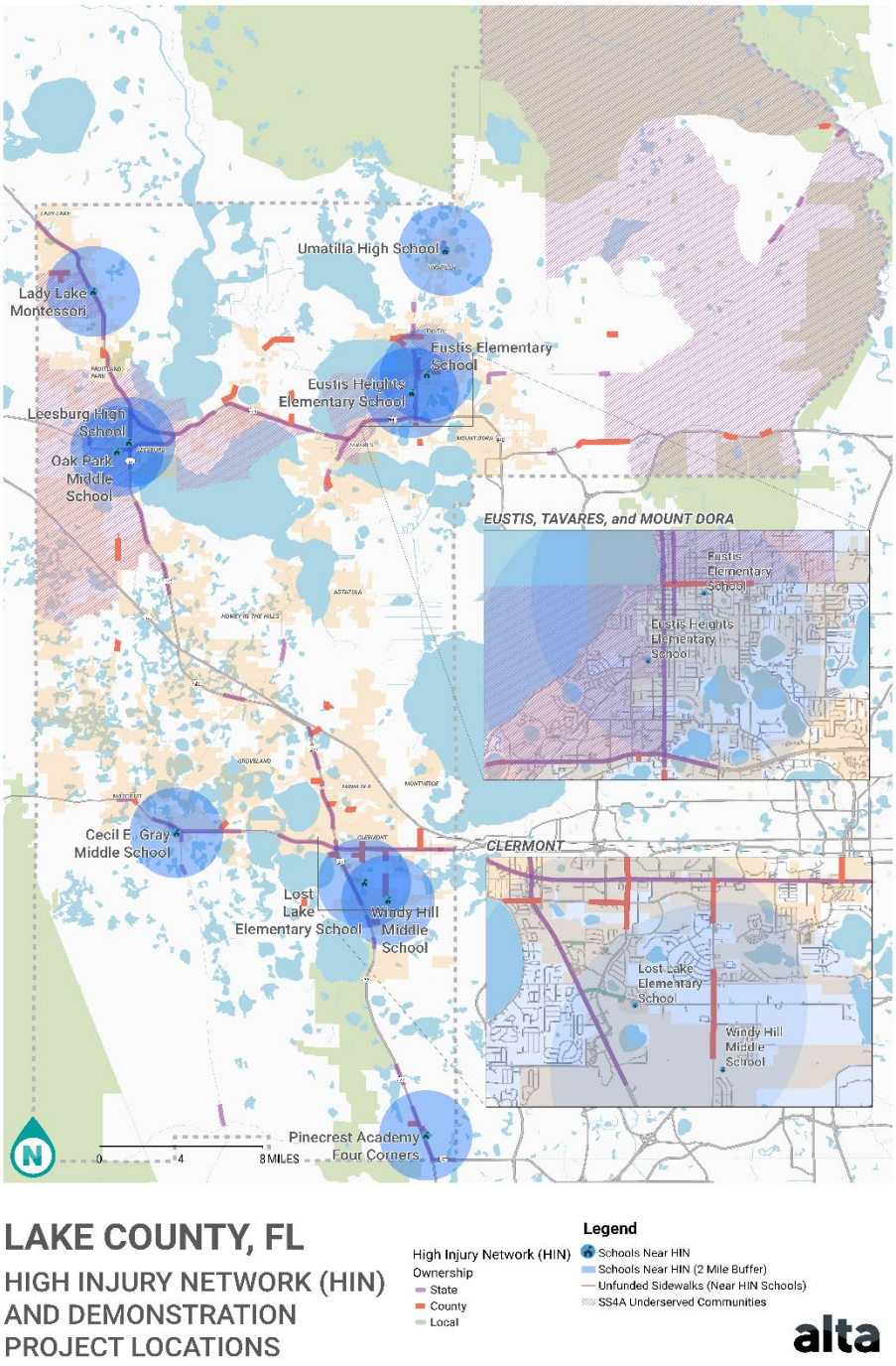


Figure 4: Lake County High Injury Network with Nearby Schools

Demographic Analysis – Revised Draft

Purpose

This demographic analysis aims to identify underserved communities in Lake County and guide safety investments in areas where residents may have limited transportation options. The analysis evaluates criteria that directly influence or are closely tied to transportation access to help determine where additional investment is most needed. Findings from this analysis will be combined with crash severity data and the High Injury Network (HIN) to identify corridors with both significant safety concerns and high concentrations of underserved residents.

Demographic and Socioeconomic Profile of Lake County

Population Characteristics

According to the 2020 Census, Lake County is home to 383,956 residents. The median age is 46.7, notably higher than the Florida statewide median of 42.8, with 27% of residents aged 65 or older. The county's racial and ethnic composition includes 66% White (non-Hispanic), 17% Hispanic or Latino (of any race), 11% multiracial, 10% Black or African American, 2% Asian, and 0.4% American Indian and Alaska Native.

Income and Poverty

The employment rate for working age adults is 52.2%, which is lower than the Florida state average of 57.2%.[7] The median income in Lake County is $70,730, slightly below the state average of $73,311.[8] The County's poverty rate of 10.8% is also slightly below the state average of 12.7%.[9] 1.61% of households in Lake County do not have a motor vehicle, significantly below the state average of 5.8%.[10]

Persistent poverty is defined in U.S. Code Title 49, Section 6702(a)(1) as areas where at least 20% of the population has lived in poverty over a 30-year period, or census tracts with poverty rates of at least 20% based on 2014–2018 American Community Survey data. Fourteen census tracts are designated as federal Areas of Persistent Poverty (APP), encompassing 40,843 residents, or approximately 11% of the population.

Approach

The initial dataset was developed using Alta's in-house Site Explorer tool, which aggregates socioeconomic, health, and environmental indicators at the census block group level. All variables were weighed equally for the analysis.

Before conducting a demographic analysis with Site Explorer in January 2025, the project team reviewed available federal screening tools used to identify underserved communities. The tools considered included USDOT's Equitable

[7] 2023 American Survey 1-Year Estimates, DP03
[8] 2023 American Survey 1-Year Estimates, S1901
[9] 2023 American Survey 1-Year Estimates, S1701
[10] 2023 American Survey 5-Year Estimates, B08141

Transportation Community Explorer, the Council on Environmental Quality's Climate and Economic Justice Screening Tool (CEJST), and USDOT-designated Areas of Persistent Poverty.

Based on this review, Alta's Site Explorer was selected as the most appropriate method for generating transportation need scores because it provides analysis at the census block group scale. This approach allows for more detailed and locally relevant results compared to federal screening tools that rely on census tract–level data. Site Explorer also offers complete geographic coverage across Lake County, while the Areas of Persistent Poverty dataset is limited to select locations.

Additionally, both the Equitable Transportation Community Explorer and CEJST tools have been discontinued and are no longer available for use. USDOT has since developed a new transportation needs assessment tool called the *SS4A Underserved Communities Tool*, which maps underserved areas at the census tract level, but does not provide underlying data or a documented methodology. However, Alta has incorporated the SS4A Underserved Communities Tool into the Demographic Analysis to validate and supplement Alta's Site Explorer results, and highlight areas that may be more competitive for federal funding opportunities.[11]

A comparison of the federal screening tools and the Site Explorer tool is provided in Table 1.

*Table 1. Variable Comparison in Federal Datasets***

Demographic Analysis Categories	***Data Source***	**USDOT**	**CEQ**	**Alta Planning + Design**
	Screening Tool	**Equitable Transportation Community Explorer**	**Climate and Economic Justice Screening Tool**	**Alta Site Explorer**
	Geography	*Census Tract*	*Census Tract*	*Block Group*
	Demographic Criteria			
Socioeconomic	Low-Income Households	X	X	X
	People of Color		X	X
	Youth	X	X	X
	Seniors	X	X	X
	Economic Opportunity	X		X
	English Proficiency	X	X	
	Unemployment	X	X	

[11] The inclusion of underserved community census tracts was a selection criterion in the most recent SS4A notice of funding opportunity. https://www.transportation.gov/sites/dot.gov/files/2025-03/SS4A-FY25-NOFO.pdf

	People with Disabilities	X		
	Educational Attainment	X	X	X
Housing	Housing Cost Burden	X	X	X
Transportation	No Vehicle Access	X		X
	Transportation Cost Burden	X		
	Commute Time	X		
	Walkability	X		
	Frequency of Transit	X		
	Jobs within 45-minute Drive	X		
	Drive Time to POIs	X		
	Walk Time to POIs	X		
Environmental	Air Quality	X	X	X
	Lead Exposure	X	X	
	Superfund Site Proximity	X	X	
	Traffic Proximity	X	X	
	Hazardous Waste Proximity	X	X	
	Wastewater Discharge		X	
Resilience	Green Space		X	
	Flood Risk	X	X	
	Wildfire Risk		X	
	Impervious Surfaces	X	X	
Health	Coronary Heart Disease		X	X
	Diabetes	X	X	
	Asthma	X	X	
	Cancer	X		
	Low Mental Health	X		
	High Blood Pressure	X		

***The USDOT ETC and CEJST datasets have been discontinued by USDOT as of late January, 2025.*

A full list of variables included in the Site Explorer analysis, along with justification for each, is provided in Table 2.

Table 2. Variables Selected for the Lake County Demographics Analysis

Category	Variable	Rationale
Socioeconomic	Low-Income Households	Households with lower incomes may have fewer transportation options than households with higher incomes. Investments in safe active transportation infrastructure can expand the number of destinations accessible to lower income households, which is why it is included in this index.

	People of Color	Transportation planning has a legacy of excluding and marginalizing people of color from decision-making processes, often resulting in harmful outcomes that compound existing transportation inequities.
	Youth	Defined as people under the age of 17. Children are unable to start driving until they are at least 15 years old. Without a vehicle, they are more likely to walk or bike, increasing their exposure to traffic danger, or restricting their mobility. They also have reduced ability to withstand crashes and are more likely to die in crashes.
	Seniors	Defined as people over the age of 65. Seniors have higher rates of disability, and increased chances of not being able to drive, compared to the rest of the adult population. They also have reduced ability to withstand or recover from crashes and are more likely to die in crashes.
	Economic Opportunity	Measures a census tract's economic mobility for children from lower-income families. This variable is included to help show areas that have historically been marginalized or underinvested.
	Educational Attainment	Percentage of people age 25 or older who do not have a high school diploma. Educational attainment is closely related to income levels, which impacts housing location, travel behavior and decision making.
Housing	Housing Cost Burden	Housing and transportation are intrinsically intertwined, and their effect on travel behavior and decision-making justifies the inclusion of this variable in the index.
Transportation	No Vehicle Access	Families who have no motor vehicle access either travel less, rely on transit, walking, or biking for transportation. They are at higher exposure to traffic danger.
Environmental	Air Quality	Proximity to PM25 is often associated with high volumes of motor vehicle transportation, like highways, and has negative health effects for communities.
Health	Coronary Heart Disease	Safe active transportation infrastructure can increase opportunities for people to be physically active, thereby lowering their risk for CHD.

Methodology

Alta's Site Explorer tool generated a composite transportation need analysis using a weighted average of the selected variables. The development of this index followed a multi-step process:

- **Data Collection:** Raw values were obtained for each census block group across all selected demographic and socioeconomic categories using the data sources listed. Values were ordered so that higher values represent greater need.

- **Normalization:** Values in each category were normalized to the statewide dataset and converted to percentile ranks for every block group.
- **Weighting:** Each block group's percentile score was multiplied by the assigned weight for that category. For Lake County, all variables were weighted equally.
- **Composite Score Generation:** Weighted scores for each variable were summed to produce a composite transportation need score between 0 and 1 for each census block group.

Results

The Demographic Analysis researched federally designated areas of socioeconomic vulnerability and in Lake County, and further refined this understanding through a customized block-group level analysis through the Alta Site Explorer. The results identified several geographic patterns related to transportation need, socioeconomic vulnerability, and crash history in Lake County.

Local Findings

Map 1 presents a visual summary of the analysis' block group-level findings for Lake County. Transportation need scores are mapped by their percentile relative to other county block groups, divided into quintiles. A total of 37 block groups, representing the 80th percentile or higher of transportation need scores, were identified as the highest-need areas. These locations include Eustis, Fruitland Park, Astatula, Mascotte, Leesburg, and northern Groveland, as well as rural areas in the northeast. Because each variable in the transportation need analysis was weighed equally, the top 20th percentile block groups demonstrated variation in the makeup of contributing vulnerability factors. For example, the percentage of low-income households in these block groups ranged widely, from 13.8 percent to 89.3 percent.

Despite this range, the data revealed a strong pattern: block groups with high concentrations of low-income households often also experienced higher levels of limited vehicle access and other transportation-related barriers. Five block groups demonstrated the most consistently high need across multiple indicators, placing them in the 95th percentile of the overall transportation need score. These areas include eastern Clermont north of State Highway 50, western Leesburg near County Road 468, southern Fruitland Park also near CR 468, southern Tavares east of FL-19, and central Eustis north of Orange Avenue. These locations appear consistently across APP, SS4A, and Alta's Site Explorer transportation need scoring.

Block groups ranked within the highest 20th percentile represent 62,648 residents, or 16 percent of the countywide population. These locations account for 19 percent of all injury crashes, 14 percent of fatal and serious injury crashes, more than one-third (33.2 percent) of High Injury Network roadway mileage, and 27.5 percent of all bicycle and pedestrian injury crashes.

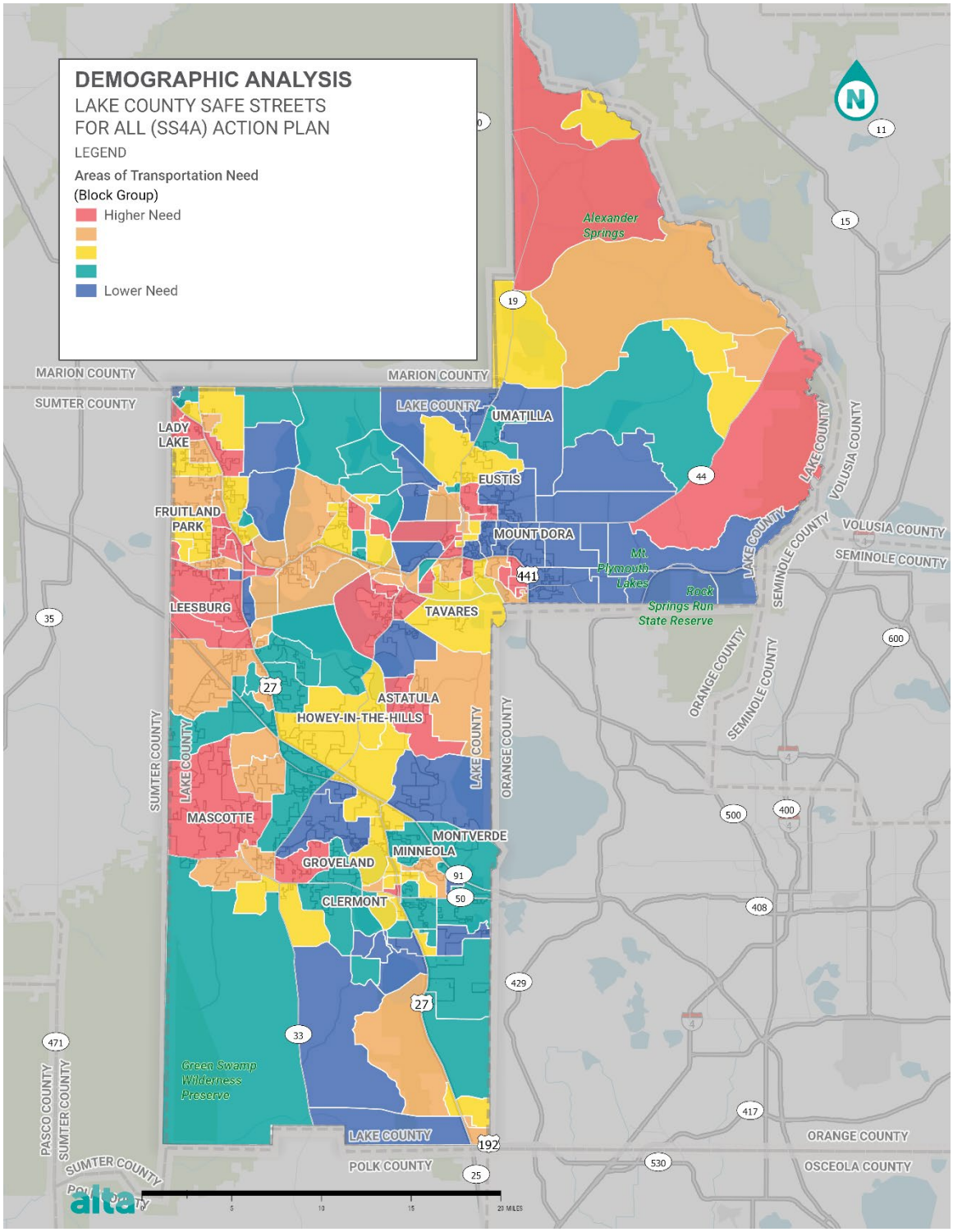
Federal Findings

Map 2 presents a visual comparison of the Alta Site Explorer transportation need analysis referenced above with two federal datasets: Areas of Persistent Poverty and SS4A underserved communities. Fourteen of the county's 108 census tracts are classified as Areas of Persistent Poverty. These areas are concentrated in Leesburg, Eustis, and eastern Tavares, with additional rural tracts located in the far northeast portion of the county. Together, these census

tracts accounted for 2,068 injury crashes, representing 15.8 percent of all injury crashes in Lake County, as well as 225 fatal or serious injury crashes, or approximately 13 percent of all KSI crashes recorded countywide.

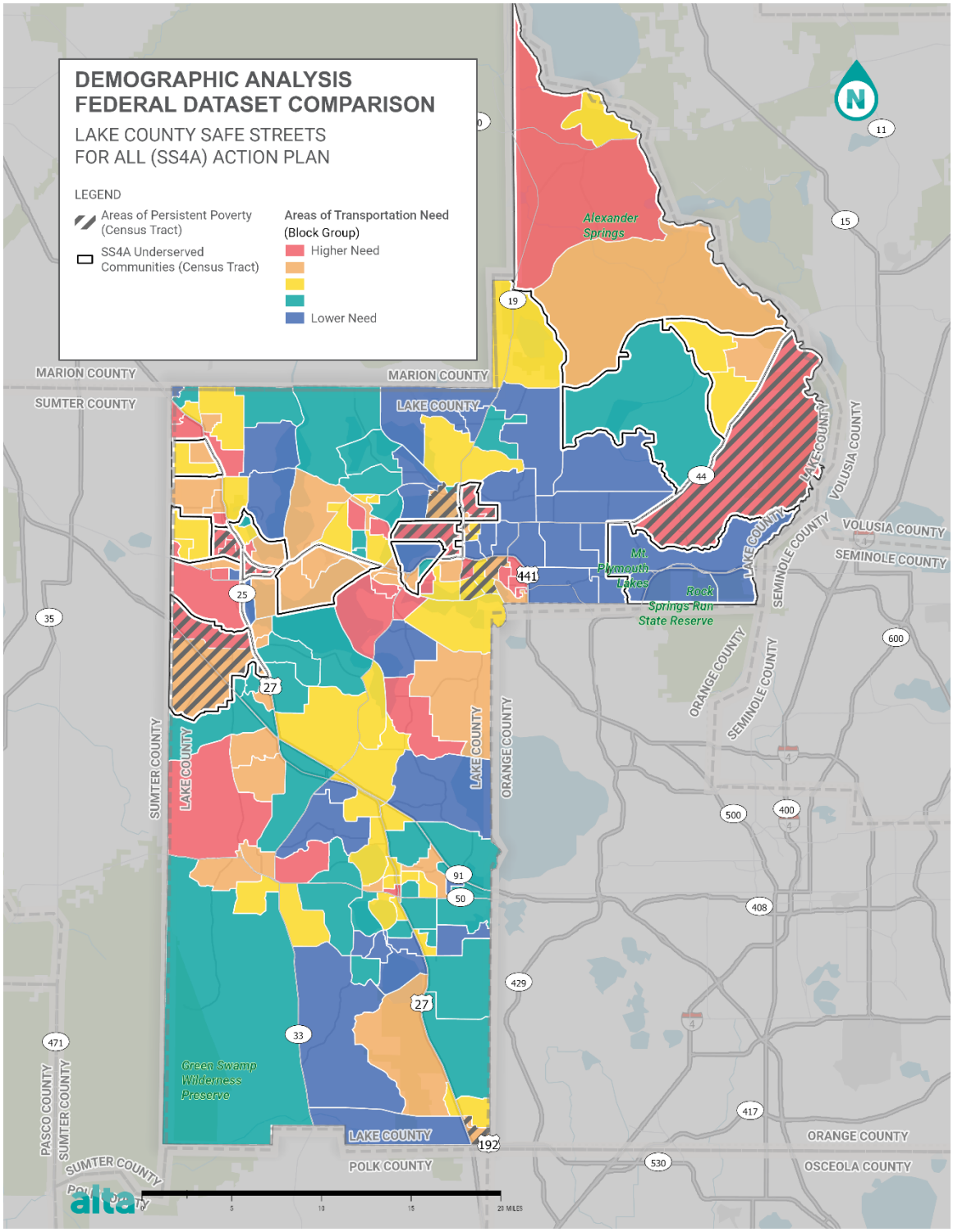
The SS4A Underserved Communities Tool also identified areas of need within Lake County. Fifteen census tracts were classified as underserved, primarily located in Leesburg, Eustis, Tavares, and rural northeastern areas. These tracts closely align with both the federal Areas of Persistent Poverty (APP) designations and the block groups identified through Alta's transportation need analysis, reinforcing the geographic consistency of equity-related indicators across multiple data sources**.**

Map 2. Demographic Analysis of Lake County



The map identifies areas traditionally considered underserved. These results will guide project prioritization, inform safety improvement locations, and help tailor recommended strategies and action items in the final plan to better support the needs of these populations, in alignment with the FY25 SS4A grant priority to “ensure equitable investment in the safety need of underserved communities”. The analysis reveals that a significant share of Lake County residents experience barriers related to transportation safety and access (such as relying more on public transportation, walking, or biking for transportation), reinforcing the importance of this Safety Action Plan for advancing public health, mobility equity, and overall community well-being.

Map 2. Comparison of Lake County Demographic Analysis with Federal Datasets



Conclusion

The Systemic Safety Analysis, High Injury Network Analysis, Crash Profile Analysis, and Demographic Analysis are each used to understand different dimensions of the present state of traffic safety in Lake County. Presented in combination, they offer significant insight into the location, distribution, and associated environmental and contextual circumstances of traffic crashes countywide, particularly those crashes which resulted in fatality or severe injury. This analysis allows for subsequent planning efforts to take a data-driven approach to reducing traffic injuries and deaths in Lake County.

Task 4, Project Identification and Prioritization, will use the analysis completed in this combined memo to inform the project selection and prioritization process. Other inputs, including stakeholder engagement, will be included alongside the safety analysis results in a prioritization process approach. The final methodology for this prioritization process will be developed collaboratively by Lake County and the project team. Finalized GIS datasets will be sent to the County following approval, and the results of the safety analysis will be presented to the public in the project's action plan in accordance with Task 5.

MEMORANDUM

To: CPH

From: Alta Planning + Design

Date: 08/04/2025

Re: Lake County Policy and Plan Review

Lake County Policy and Plan Review

Introduction

Lake County was awarded a Safe Streets and Roads for All (SS4A) Planning & Demonstration Grant in Fiscal Year (FY) 2023 to develop a countywide Safety Action Plan. The County and its partners are continuing their efforts to reduce fatal and serious injury crashes in the region through the Safety Action Plan, which is grounded in safe system approach principles. The County has already completed local corridor studies, an ADA Transition Plan, and has worked with the Lake-Sumter MPO to identify priority projects for Complete Streets, Bicyclists and Pedestrians, and Safety. Some plans have moved to programming, like a countywide sidewalk retrofit, and safety improvements on high crash corridors and at high crash intersections. Additionally, the Lake-Sumter MPO and the University of Central Florida are currently working on their own Vision Zero Safety Action Plan.

Lake County's population grew nearly 30% between 2010 and 2020. With continued expansion of urban areas and car-centric development, traffic volumes rise, putting a strain on existing capacity. Local and regional governments face the difficult balance of providing capacity for residents and protecting their safety and health by putting a cap on speed limits and road widths. Lake County's Safety Action Plan is context-sensitive, respecting its rural character and its growing population.

Strong policies, programs, and projects are key in creating successful transportation safety programs. Through review of existing plans, policies, and programmed projects, current strengths and opportunities for localized safety improvements are identifiable. The Alta Planning + Design team conducted a review of plans from Lake County and Lake-Sumter Metropolitan Planning Organization (LSMPO), to get a holistic understanding of road safety in the study area. Through the review, it became clear that differences exist between the different agencies' approach to road safety.

Table 1. List of Reviewed Documents

Item #	Document	Sourced from
1	2045 Long Range Transportation Plan	Lake-Sumter MPO
2	Lake-Sumter Transit Development Plan 2013	Lake County Community Services; Sumter County Public Works Division
3	Transportation Improvement Program 2025-2029	Lake-Sumter MPO
4	List of Priority Projects 2024	Lake-Sumter MPO
5	Transportation Disadvantaged Service Plan 2023	Lake-Sumter MPO
6	Comprehensive Plan 2030: Transportation Element	Lake County
7	County Road 44 Corridor Transportation Study 2003	Lake County Engineering Division
8	County Road 44 Lane Departure Study 2023	FDOT

9	Transportation Construction Program 2025-2029	Lake County Department of Public Works
10	Land Development Regulations: Transportation Planning, Design and Construction Standards	Lake County
11	Public Rights-of-Way ADA Transitional Plan 2012	Lake County
12	Safe Access Study 2013	Lake-Sumter MPO
13	Florida Pedestrian and Bicycle Strategic Safety Plan	FDOT
14	Florida Strategic Highway Safety Plan	FDOT
15	Lake-Sumter Counties: Ten-year Trends of Fatal and Severe Crashes	UCF Department of Civil, Environmental & Construction Engineering
16	Safe Mobility for Life Strategic Action Plan	FDOT
17	Vision Zero Action Plan	Lake-Sumter MPO

The State of Transportation Safety in Lake County, FL.

The section below summarizes existing safety findings, practices, and guidance at the local, state and regional level.

Local Policies

- **Groveland:** The 2020 Comprehensive Plan and Community Development Code contains improved street design standards with the goal of improving safety outcomes.
- **Leesburg:** The City of Leesburg and the Leesburg Police Department launched a School Zone Speed Camera Program in August 2024. Violators who speed through the school zone are fined $100.
- **Mount Dora:** Mount Dora has adopted Traffic Impact Study Guidelines for development permit applicants and consulting engineers to use to assess the potential impacts of new developments.
  The City also adopted a traffic calming strategies plan in 2020. The document proposes a tiered approach to implementation, beginning with education and enhancement (increasing awareness of motorist behavior), regulatory and enforcement (including signage, striping, or greater presence of law enforcement), street enhancement (corner extensions, median islands, and on-street parking), and finally, street modification (including speed tables, raised crosswalks, and similar).

Notable Traffic Safety Practices in Lake County

Lake County is assigned an FDOT Safe Routes to School contact under District 5. The county also has a Community Traffic Safety Team, headquartered in Leesburg and chaired by a Lake County Public Works employee. The following entities are represented on the team:

- FDOT
- Lake County Sherriff's Office
- Leesburg PD
- Clermont PD
- Groveland PD
- Eustis PD

- Lake County Traffic Engineering
- Lake County School Transportation
- Lake County Transit
- Fruitland Park PD
- Mothers Against Drunk Driving
- Abate of Lake County
- Florida Law Enforcement Liaison Program
- Quest Corporation of America

Key Findings and Takeaways

- FDOT District 5, which contains Lake County, had the highest number of fatalities and serious injuries among pedestrians for the years 2016-2020.
- A main goal of the 2021 Florida Pedestrian and Bicycle Strategic Safety Plan is to eliminate fatalities and serious injuries for people walking and biking.
- FDOT and partners have made the commitment to integrate safety into all aspects of transportation planning as a key step towards implementation of the Florida Strategic Highway Safety Plan.
- The KA (fatal and serious injury) crash rate in Lake-Sumter exceeded both the statewide average and the average for FL excluding Lake-Sumter between 2013 and 2024.
- The Safe Mobility for Life Strategic Action plan addresses the needs and concerns of Florida's aging roadway users. Progress on implementation will be reported at the three annual Coalition meetings and summarized in an annual report.
- The MPO's Long Range Transportation Plan has a 'Target 0' fatalities and serious injuries and is ready to prioritize investment to reduce fatal and serious injury crashes, with special focus on bicycle and pedestrian crashes.
- The LRTP suggests 'cost effective', 'human-scale', and Complete Street solutions and designs for multimodal corridors and arterials. However, there are challenges to obtaining Complete Street fundings- no Complete Streets projects were funded for the 2025-2029 TIP.
- MPO completed a Safe School Access Transportation Study (SSATS) which included developing transportation master plans for each school in the study area, focusing on a 10-year planning horizon. However, limited information is available about the status of efforts, neither the LSMPO Transportation Improvement Program (TIP) or the County Transportation Construction Program (TCP) included programmed funds for safe school access (also known as Safe Routes to School).
- Performance measures on the LRTP are most specific when discussing pavement conditions, congestion, and lane miles added. New performance measures and targets can be introduced to communicate safety efforts and improvements.
- The TIP funded 52 safety projects between 2025-2029. Cost feasible roadway projects in the TIP will include context-appropriate bicycle and pedestrian facilities. This is a great opportunity to improve road safety for non-vehicle modes and transit riders.

- Last-mile connectivity needs improvement for Lake Xpress transit stations. Pedestrian projects can be prioritized along transit corridors, as recommended by FDOT.
- The County's Comprehensive Plan, Policy VIII-3.3.1 Constrained Roadway Corridors, allows the MPO and the County to designate corridors (State or County roads at or above collector status) as 'Constrained' to limit their widening. This is an advantage for addressing wide, high-crash roadways.
- There are few mentions of safety goals in the Comprehensive Plan's Transportation Element, except for bicycle and pedestrian safety. There are no mentions of lighting, speed, complete street, or traffic calming measures. The County can consider aligning its Comprehensive Plan with the MPO's LRTP, to include more Complete Streets recommendations. This will help reduce fatalities and serious injuries, while achieving the connectivity and bicycle-pedestrian access goals already in the Comprehensive Plan.
- The CR 44 Lane Departure Study presents a model for how FDOT recommends addressing high crash rates on undivided rural roads, with no paved shoulder.
- Significant investment is being made to improve safety, funded both through the MPO and FDOT. The countywide sidewalk network is being upgraded to comply with ADA requirements.
- County design standards can be improved to reach goals on bicycle pedestrian safety and connectivity (e.g. shorten crossing distances and reduce access point conflicts). Standards can also change to encourage speed limit adherence. Consider lower posted speeds and design speeds. Generally, consider adopting NACTO design guidelines. Consider adopting a Traffic Calming Policy and Complete Streets Policy.
- The ADA Transition Plan was completed in 2012, and progress is underway, with a countywide sidewalk retrofit programmed in the 2025-2029 TCP.

Table 1. Table of Findings

Document Name	Year	Agency	Summary	Key Findings
Florida Pedestrian and Bicycle Strategic Safety Plan	**2021**	**FDOT**	This document serves as the implementation element of the Strategic Highway Safety Plan, guiding the implementation of safety initiatives for people walking and biking in Florida over the five years following adoption. It describes strategic components for each of seven emphasis areas: · Data, analysis, and evaluation · Law enforcement · Driver education & licensing and legislation, regulation, & policy · Planning, design, and operations (engineering) · Communication, outreach, and education · Emergency medical services · Vision Zero Florida It also outlines emerging approaches in transportation safety and discusses trends in safety for people walking and biking.	Emphasizes the importance of emerging safety approaches such as the Safe System, as well as considerations for people using micromobility. The plan also discusses recent crash statistics, especially the increase in both pedestrian and bicycle fatalities since the release of the previous strategic safety plan. FDOT District 5, which contains Lake County, had the highest number of fatalities and serious injuries among pedestrians for the years 2016-2020. The main goals corresponding to each emphasis area (left) are as follows: • Increase data literacy and facilitate the use of timely, relevant, and quality data to support equitable and data-driven decision-making to improve the mobility and safety of people walking and biking in Florida. • Identify, develop, and implement diverse enforcement strategies in support of Target Zero. •Improve medical response and reduce mortality and morbidity resulting from crashes involving people walking and biking. •Strengthen legislation, regulations, policies and programs to support the overall goal of eliminating fatal and serious injury crashes involving people walking and biking. •Prioritize safety for non-motorized users on Florida's transportation facilities to encourage implementation of

Document Name	Year	Agency	Summary	Key Findings
				safe systems resulting in safer behavior by and increased safety for all roadway users. •Develop and deploy clear and targeted communication, outreach, and educational campaigns both internally and externally with the goal of increasing awareness, facilitating behavior change for all road users, and decreasing fatalities and injuries to people walking and biking. •Eliminate fatalities and serious injuries for people walking and biking
Florida Strategic Highway Safety Plan	**2021**	**FDOT**	Provides a framework for how Florida's traffic safety partners will move toward the vision of a fatality-free transportation system over the next five years, in consideration of challenging trends such as population growth, shifting modal demand, and changing development patterns. It was developed in conjunction with the state long-range transportation plan in order to achieve the goal of zero fatalities or serious injuries for all modes.	Emphasis areas include lane departures, intersections, pedestrians and bicyclists, aging road users, motorcyclists and motor scooter riders, commercial motor vehicle operators, teen drivers, impaired driving, occupant protection, speeding and aggressing driving, and distracted driving.
				Evolving emphasis areas include work zones, drowsy and ill driving, rail grade crossings, roadway transit, micromobility, and connected and automated vehicles.
				In preparation for implementation, FDOT and safety partners made seven commitments:
				· Align statewide, coalition, MPO, and local government

Document Name	Year	Agency	Summary	Key Findings
				transportation safety plans with the SHSP.
				· Continue and expand partner coordination to achieve Florida's vision of zero fatalities and serious injuries.
				· Strengthen emphasis on performance based and data-driven decision making.
				· Integrate safety into all aspects of transportation planning.
				· Expand resources for safety.
				· Monitor and respond to emerging challenges and opportunities.
				· Expand the safety vision to include all modes.
Lake-Sumter Counties: Ten-year Trends of Fatal and Severe Crashes	**2025**	**UCF Department of Civil, Environmental & Construction Engineering**	This document analyzes crashes that occurred on street segments and at signalized and unsignalized intersections in Lake and Sumter Counties between 2013 and 2024, in support of the LSMPO's adoption of Vision Zero.	The report shows a small but steady increase in the proportion of KA (fatal/serious injury) crashes to the overall number of crashes in the area from 2015-2024. Most KA crashes occurred on two-way, two-lane undivided roadways. The KA crash rate in Lake-Sumter exceeded both the statewide average and the average for FL excluding Lake-Sumter over the study period.
Safe Mobility for Life Strategic Action Plan	**2022-2025**	**FDOT**	This action plan addresses the needs and concerns of Florida's aging roadway users, laying out a framework of goals, objectives, and strategies that will direct the work of the Safe Mobility for Life Coalition over the next four years.	The Action Plan is organized into six focus areas: Program Management and Evaluation, Community Outreach and Education, Licensing and Enforcement, Livable Communities, Mobility Independence, Prevention and Assessment.
			Goal: To improve aging road user safety and mobility in Florida by achieving a reduction in fatalities and serious injuries, while maintaining their safe mobility and connection to the community.	Each of these includes a goal, objectives, and specific strategies to achieve the objectives, as well as performance measures. Progress on implementation

Document Name	Year	Agency	Summary	Key Findings
				will be reported at the three annual Coalition meetings and summarized in an annual report.
Vision Zero Action Plan	**In Progress**	**Lake-Sumter MPO**	This plan will explore crashes and their contributing factors on rural, rural town, and suburban residential roads in Lake and Sumter Counties, and will make region-specific and targeted recommendations in the draft Vision Zero Plan.	The plan will include low-cost recommendations for improved safety outcomes in the region. It will also result in a Vision Zero Element in the 2050 Long Range Transportation Plan, the Transportation Improvement Program, and the current list of MPO priority projects.
2045 Long Range Transportation Plan	**2021**	**Lake-Sumter MPO**	Goals of the LRTP are: 1. Support economic success and community values. a. Reduce congestion and improve travel reliability for public & freight on highways and major arterials. b. Address Environmental Justice in all appropriate aspects of MPO planning. 2. Promote safety and security a. Prioritize investments to reduce crash related fatalities, serious injuries for all modes of transportation. Call out for reduction in bicycle pedestrian crashes. b. Prioritize investment on evacuation routes. c. Invest in transit security. 3. Improve transportation operations	The LRTP has a 'Target 0' fatalities and serious injuries (KSI) and is ready to prioritize investment to reduce KSI crashes, with special focus on bicycle and pedestrian crashes. The LRTP suggests 'cost effective' and 'human-scale' solutions and designs for multimodal corridors and arterials. The LRTP supports Complete Street designs on multimodal corridors. Recent Complete Streets studies have been completed on key corridors: US 27 Traffic Calming & Complete Streets Study, US 301 Complete Streets Study, Central Avenue Corridor Planning Study, East Ave. Complete Streets Study, and SR 50 Corridor Planning Study. FDOT Construction on SR 19 in Eustis started in August 2024. MPO completed a Safe School Access Transportation Study (SSATS) which included the development of transportation master plans for each school in the study area, focusing on a 10-year planning horizon.

Document Name	Year	Agency	Summary	Key Findings
			a. Invest in ITS, V2I communication, cost effective congestion management strategies. 4. Improve mobility a. Improve transportation options available. b. Invest in bicycle and pedestrian infrastructure. c. Maintain or enhance transit service d. Balance capacity and human scale accessibility (Complete Streets). e. Invest in Context Sensitive/Complete Streets investments in multimodal corridors. 5. System Preservation a. Maintain transportation infrastructure b. Maintain transit assets Needs Assessment 1. Bicycle and Pedestrian facilities may be implemented in overall roadway improvement projects or as standalones. 2. Complete Streets are an "alternative transportation strategy to balance quality of life and mobility issues." Potential Complete Streets corridors include SR 19 in Eustis and Main Street in Leesburg.	Performance measures on the LRTP are most specific when discussing pavement conditions, congestion, and lane miles added. Cost feasible (programmed) roadway projects will include context-appropriate bicycle and pedestrian facilities.

Document Name	Year	Agency	Summary	Key Findings
			3. Trails are included on the List of Priority Projects (LOPP). Some SUN Trails are programmed for construction. 4. MPO completed the Safe School Access Transportation Study (SSATS) which included the development of transportation master plans for each school in the study area, focusing on a 10-year planning horizon. The MPO maintains strong partnerships in the region and throughout the state through organizations including the East Central Florida Regional Planning Council (ECFRPC), the Central Florida MPO Alliance (CFMPOA), and the Florida Metropolitan Planning Organization Advisory Council (MPOAC).	
Lake-Sumter Transit Development Plan	**2013**	**Lake County Community Services** **Sumter County Public Works Division**	This plan builds on the 2008 plan for the Transit Service. The County has two types of transit service: fixed route through LakeXpress and a paratransit service, Lake County Connection Paratransit Service for the transportation disadvantaged. Paratransit must be reserved 48 hours in advance.	LRTP programs no change in service.
Transportation Improvement Program FY 2025-2029	**2024**	**Lake-Sumter MPO**	The TIP projects included in the Lake-Sumter MPO FY 2025-2029 TIP are from the 2045 Long Range Transportation Plan. The projects are consistent with the FDOT Five-Year Adopted Work Program and the Lake County Transit Development Plan (TDP). Safety projects are categorized into Bicycle/Pedestrian and Sidewalk Projects and Safety/Operations/Transportation Systems Management and Operations (TSMO) Projects.	Limited English Proficiency is low in LSMPO. 3.6% of the population speak limited English. 52 safety projects are funded. No Complete Streets projects are funded in 2025-2029, despite being in the MPO's 2023 LOPP.

Document Name	Year	Agency	Summary	Key Findings
			The TIP FY 2025-2029 includes a total of 52 projects under these two categories. These projects total over $191 million, representing 12% of the total project costs in the TIP.	
List of Priority Projects	**2024**	**Lake-Sumter MPO**	List of Priority Projects (LOPP) will inform the 2026-2030 TIP. In Lake County, safety and bicycle-pedestrian projects were: • Lake County Sidewalk Construction Bundle (Radio Rd/Treadway ES; East Orange Ave.; CR 561/Astatula ES; Log House Road & Lake Shore Dr./Pine Ridge ES; CR 44 Bypass/DeLand Rd./Eustis Middle School) • Micro Racetrack Road from CR 466A to Lake Ella Road. Shoulder paving project. • Radio Rd. North Safety Project from south of 500' South of Treadway School Road to 350' North of Jackson Road. • Radio Rd. South Safety Project from US 441 to 500' South of Treadway School Road. Various intersection improvements on CR 44, CR 33, U.S. 27, and Britt Road.	Although only one project is a dedicated bicycle and pedestrian complete streets project, these facilities can be included in other project categories. Despite no Complete Streets projects being selected from the previous LOPP, the MPO selected 15 Complete Streets Projects for this one.
Transportation Disadvantaged Service Plan	**2023**	**Lake-Sumter MPO**	Service Standards: 4.1.12.5 Vehicle Transfer Points CTC To the best possible extent, the provider shall provide shelter, security, and safety to its passengers at all transfer points. 3.3.5 Barriers to Coordination 6. Infrastructure Improvements Accessibility of pedestrian facilities is critical for accessing public transit services, particularly for the TD community. The CTC can continue working with the MPO to encourage pedestrian	Last-mile connectivity needs improvement for transit stations. Pedestrian projects can be prioritized along transit corridors, as recommended by FDOT.

Document Name	Year	Agency	Summary	Key Findings
			Sumter County Transportation Disadvantaged Service Plan • Lake Sumter Metropolitan Planning Organization 51 infrastructure improvements from residential areas to the fixed-route bus service area and to increase the accessibility of fixed-route bus stops and amenities.	
Transportation Construction Program 2025-2029	**2024**	**Lake County Public Works**	The Transportation Construction Program is funded by road impact fees, infrastructure sales tax, federal grants, and state grants. The County is split into five impact fee districts. 1. CR 44 from US 441 to SR 19, is funded for a left-turn lane safety study. (100% FDOT) 2. CR 565 (Villa City Rd) from SR 50 to U.S. 27 is funded for a safety project. (100% FDOT) 3. Micro Racetrack Road from CR 466A to Lake Ella Road (also seen in MPO's TIP) 4. Wekiva Trail from SR 46 to Hojin Street 5. Pedestrian bridges over state and U.S. highways 6. New bike lanes and paved shoulders on CR 455 from CR 561 to 561A 7. New bike lanes and paved shoulders on CR 455 from SR 19 to CR 561 8. Complete Street project at Villa City Road from U.S. 27 to SR 50 9. New bike lanes and paved shoulders on CR 48 from CR 561 to Orange County line 10. Complete Street project on CR 561 from Country Club Drive to Bates Lane 11. Improvement study on CR 561 from SR 19 to CR 448 12. Intersection improvements	Significant investment is being made to improve safety, funded both through the MPO and FDOT. The countywide sidewalk network is being upgraded to comply with ADA requirements.

Document Name	Year	Agency	Summary	Key Findings
			13. New sidewalks 14. Countywide Sidewalk Retrofit ($1.1M) for ADA compliance. Safe Streets for All Study	
Lake County Comprehensive Plan 2030	**2010**	**Lake County**	**Objective VIII-1.5 Bicycle & Pedestrian Accessibility** Lake County shall develop an efficient and coordinated bicycle and pedestrian system that will ensure the safe, convenient and efficient travel of pedestrians and bicyclists. Policy VIII-1.5.1 Enhance Bicycle and Pedestrian Mobility Lake County shall: Provide bicycle lanes and sidewalks on all new and rebuilt collector and arterial facilities in urban areas. However, a design exception may be approved by the Board of County Commissioners as a result of public input, cost feasibility, or policy restrictions. • Evaluate the need to expand bicycle and pedestrian facilities on existing arterial and collector facilities. • Consider increasing the number of miles of off-street bicycle and pedestrian trails based on the five-20-year sidewalk and Bike/Pedestrian Master Plan. • Enhance and provide sidewalk and bicycle facilities when feasible to include connectivity to other like facilities, schools and major trip generators. Policy VIII-1.5.2 Neighborhood Connectivity: Lake County shall strive to provide connections between and within neighboring land uses in order to increase pedestrian mobility and transit accessibility where opportunities and resources permit. The County shall adopt Land Development Regulations providing for interconnections in new development.	Policy VIII-3.3.1 Constrained Roadway Corridors allows the MPO and the County to designate corridors (State or County roads at or above collector status) as 'Constrained' to limit their widening. There are few mentions of safety goals in the Comprehensive Plan's Transportation Element, except for bicycle and pedestrian safety. There are no mentions of lighting, speed, complete street, or traffic calming measures. We can recommend aligning the County Comprehensive Plan with the MPO's LRTP, to include more Complete Streets recommendations. This will help reduce fatalities and serious injuries, while achieving the connectivity and bicycle-pedestrian access goals already in the CP.

Document Name	Year	Agency	Summary	Key Findings
			Policy VIII-1.9.7 Reduce Vehicular Pollutant Emission Levels: Within 12 months of the effective date of the Comprehensive Plan, the County will adopt Land Development Regulations to provide standards to identify and regulate significant traffic-generating development and develop strategies to reduce greenhouse gas emissions from the transportation sector. These strategies may include, but are not limited to: requiring air quality impact analyses be performed on all significant traffic generating development proposals such that, projects predicted to violate air quality standards are required to pursue the implementation of traffic mitigation techniques (or down-scaling of the proposal to achieve compliance standards), requiring efficient land use patterns which decrease Vehicle Miles Traveled, using access management standards to reduce VMT, allowing innovative site designs and roadway configurations to minimize the number of lane miles needed while maximizing access, requiring roads, access, and parking areas be designed to minimize turning movements, stopping, and other conflict points, increasing the number of roadway interconnections and intersections, where appropriate, limiting gated communities which prevent existing or future roadway interconnections, requiring development along transit corridors and routes to accommodate mass transit and provide for park-n-ride areas, sheltered bus/rail stops, and bus turnouts, as appropriate.	

Document Name	Year	Agency	Summary	Key Findings
CR 44 Corridor Study	**2003**	**Lake County, with Cities of Eustis, Leesburg, Mount Dora**	Study from junction with SR 500/US 441 until junction with SR 44, continues on SR 44 until the intersection of SR 44 and CR 44B. Study presents traffic forecasts, transportation strategies, alternatives development, evaluation of alternatives, and recommendations. Alternatives seek to address high crash history, capacity issues, and bicycle-pedestrian connectivity. 7 Alternatives were presented- Alternative 7, Bicycle and Pedestrian Enhancements, was chosen along with a partial road widening.	
CR 44 Lane Departure Safety Study	**2023**	**FDOT**	After 15 fatalities, 269 injuries, six pedestrian crashes, and seven cyclist crashes between 2017 and 2022 on CR 44 between US 441 and SR 19, FDOT retained consultants to perform a lane departure study. Speed limit varies from high speed (55 mph) to medium (30 mph). Lane departure study recommends implementing a speed reduction transition zone from 55, to 45, 40-mph speed zones and installing speed limit signs. Long-term pedestrian improvements include RRFB installations, four-foot paved shoulder installation, and new turn lanes.	This study could present a model for how the County can deal with undivided rural roads, with no paved shoulder, a significant site of crashes.
Lake County Land Development Regulations: Transportation Planning, Design and Construction Standards		**Lake County**	Design guidance and construction minimums for new developments from the Public Works department. The document generally does not include most current design recommendations for traffic calming, bicycle and pedestrian infrastructure, etc.	Driveway widths are wider (min. 18’ for one-way) than NACTO recommendations (14-16’). Design standards can be reviewed to shorten pedestrian and bicycle crossing distances and reduce conflicts. Standards can also change to encourage speed limit adherence. Consider lower posted speeds and design speeds. Generally, consider adopting NACTO design guidelines.

Document Name	Year	Agency	Summary	Key Findings
				"Medians and islands within the road right-of-way are prohibited unless it can be demonstrated to the County Manager or Designee that it is an integral part of the proposed transportation system and will not create a traffic safety hazard." This is a hindrance to Complete Street designs.
Public Rights-of-Way ADA Transportation Plan	**2012**	**Lake County**	ADA Transition plan identifies current obstacles to accessibility in public facilities, describe how to make the facilities accessible, design a schedule to achieve compliance, and decide who will be responsible for implementation.	Completed in 2012, progress has been made on this plan with the programmed countywide sidewalk retrofit. Sidewalk maps and data in the plan is out of date (>10 years old).
Safe Access Study	**2013**	**Lake-Sumter MPO**	An assessment of Lake and Sumter counties' school transportation conditions for all modes, with the goal to increase safety and opportunities for children to walk and bike to school.	Recommendations included new walking paths for pedestrians and crosswalks in vehicle zones. Plan has not been updated online since 2013.

MEMORANDUM

To: Lake County, FL

From: Alta Planning + Design

Date: August 4th, 2025

Re: Draft Vision Zero Peer Policy Review (Task 6.2)

Purpose and Context

This memo expands on the assessment of peer organizations' programs, policies, and planning documents who have adopted safety action plans with the goal of reducing traffic collisions. It summarizes notable ways in which they implement action items, model their language, present their documents, and measure performance to optimize funding opportunities and relationships with outside organizations.

Lake County Safety Practice Assessment

To comprehensively understand peer practices and Lake County's primary interests, the project team reviewed recent plans, documents, and policies in conversation with Lake County, including:

- Lake-Sumter MPO Vision Zero Safety Action Plan (Lake-Sumter MPO, FY2023)
- Safe Streets Now Vision Zero Hillsborough and 2018-2020 Progress Report (Hillsborough County, 2017)
- Osceola County Vision Zero Action Plan (Osceola County, 2024)
- Vision Zero Two-Year Action Plan (Montgomery County, 2017)
- Vision Zero 2030 Action Plan (Montgomery County, 2023)
- Hall County Safety Action Plan and Appendices (Hall County, 2025)
- Northwest Arkansas Safety Action Plan (NWARPC, 2023)
- TARCOG Safety Action Plan: A Regional Approach to Roadway Safety (TARCOG, 2025)

Lake County has Expressed Interest in:

- How peers relationship build.
- Common components of peers' Vision Zero/Safety Action Plans.
- Realistic timelines and implementation capabilities.
- Funding opportunities.

National Vision Zero and Safety Action Plan Resources

Communities across the United States are applying and implementing the Safe Systems approach, aided by increased federal and state funding and resources for safety-focused research, programs, infrastructure, and policies. USDOT has created resources describing the elements of the Safe System Approach, Comprehensive Safety Action Plans, and SS4A Action Plans. The Vision Zero Network compiles notable practices from around the country and publishes resources and webinars for communities seeking to establish or advance Vision Zero initiatives.

Peer Jurisdictions

The Alta project team selected six counties comparable to Lake County which were approved by county leadership. These peers are mostly rural and southeastern but demonstrate a range of Vision Zero strategies, commitments, funding methods, and organizational structures from which Lake County can draw while developing its Safety program.

- **Hillsborough County, FL**

  Hillsborough County, FL encompasses approximately 1.4 million residents of Tampa and the surrounding region to its east. In 2017 Hillsborough County, with support from the Hillsborough Transportation Planning Organization, adopted a Vision Zero plan affirming a previous resolution to reduce traffic-related serious injuries and fatalities. A Two-Year Progress Report published in 2020 modified the goal, instead pledging to reduce overall county crashes by 35% by 2045. The Hillsborough County Metropolitan Planning Organization (MPO) created the Vision Zero Action Plan (VZAP) while Hillsborough County is responsible for implementation.

- **Osceola County, FL**

  Osceola County, FL's 437,000 residents live in the southeasternmost point of the Orlando region. Part of the MetroPlan Orlando MPO, the county adopted a Vision Zero resolution in 2022 and a nationally recognized VZAP in 2024. Osceola County, a county with one of the highest traffic fatality rates in the United States, pledged to eliminate serious and fatal crashes by 2050. The VZAP features clearly prioritized projects and thorough safety analysis to achieve its target.

- **Montgomery County, MD**

  Montgomery County, MD began prioritizing traffic safety as early as 2002 when it released the Blue-Ribbon Panel Report on Pedestrian and Traffic Safety. The county's 1 million residents articulated strong desires for safer park and trail access. Montgomery County's VZAP places substantial focus on safe trail and separated pedestrian crossings.

- **Hall County, GA**

  Hall County, GA developed a Safety Action Plan through a collaboration with the Gainesville-Hall Metropolitan planning Organization. Hall County pledged to its 217,000 rural residents to eliminate serious and fatal traffic collisions by 2050. The county aims to do so by taking a more holistic street improvement approach featuring interventions like targeting investments on dense areas of the HIN, launching safety campaigns, and improving street lighting,

- **Northwest Arkansas Regional Planning Council, AR (NWARPC)**

  The Northwest Arkansas Regional Planning Council is an MPO that encompasses many mid to small-sized cities and unincorporated areas in Northwest Arkansas. The MPO pledged to eliminate serious and fatal traffic collisions by 2038. The VZAP takes a stance of guidance, seeking to encourage local governments to adopt Vision Zero principals once empowered with the tools, narrative, and data contained within the action plan.

- **Top of Alabama Regional Council of Governments, AL (TARCOG)**

  The Top of Alabama Regional Council of Governments services the 754,000 residents of the five counties comprising northeast Alabama. The TARCOG VZAP, however, excludes the Huntsville urbanized area. The plan is thorough and encompassing, providing localities clear data analysis and excellent guidelines for implementation if they wished to implement Vision Zero programs. However, it is an opt-in document with little collaboration among governments under the TARCOG jurisdiction.

Peer Comparisons and Key Safety Practices

This section summarizes the best practices of each peer jurisdiction based on goals and actions taken in establishing a Vision Zero plan. The arrows below each agency indicate its emphasis on a particular policy, initiative, or method in achieving their Vision Zero goals.

Jurisdiction has no relevant projects in action or pertinent initiatives are cursory.

Jurisdiction has established relevant projects or pertinent initiatives are passing.

Jurisdiction has seen the positive impact of relevant projects or pertinent initiatives are thorough.

We evaluated each agency by its Vision Zero Plan's ability to reduce traffic fatalities and severe injuries based on six primary categories—

Goal Setting: Does the plan establish a clear, aggressive, and reasonable target to hold the agency accountable to reducing traffic fatalities and serious injuries by a specific date?

Safety Analysis: Does the agency identify existing safety concerns and their locations in its jurisdiction? Identifying safety concerns is often accomplished with robust data analysis and community engagement.

Clear Action Plan and Project Selection Guidelines: Does the plan well-institute a course of action to address the identified safety concerns so it can be self-sufficient? Project selection guidelines communicate prioritization for time and budget constraints.

Performance Measuring: Does the plan hold itself accountable and communicate its successes and failures to the public and the agency for future adjustments?

Funding Sources: Is the action plan designed from the ground up with funding in mind, ensuring swift implementation?

Agency Coordination: Does the plan address the need to coordinate with regional partners to promote a holistic response?

Glossary

- Timeline: Hillsborough County, Osceola County, and NWARPC evaluated action items by the predicted implementation period. All three agencies developed three categories (with different names) that are similar in scope.
    - Short-Term – Projects that can be implemented within 0 to 2 years, quick win interventions for immediate safety improvements.
    - Mid-Term – Projects that can be implemented in 3 to 5 years; more permanent interventions that often build on data gathered from Short-Term projects.
    - Long-Term – Projects that take between 5 years and the time scope of the plan to implement; these interventions are frequently expensive or intensive redesigns.
- Safe Streets and Roads for All (SS4A): A program supported by the U.S. DOT providing grants and guidance to reach the goal of zero national roadway deaths.
- Vision Zero Action Plan (VZAP): A document outlining an organization's strategy to reach a targeted traffic safety goal under the premise that traffic deaths are preventable.
- Safe System Approach: The U.S. DOT's guiding paradigm for road safety. The Safe System Approach suggests that roadway deaths and serious injuries can be primarily prevented through safer vehicles, safer speeds, safer roads, post-crash care, and safer roads. The approach also indicates that redundancy is necessary and that responsibility for roadway safety is shared.
- Safety Action Plan (SAP): Safety Action Plans are the base component of the SS4A program. These plans are comprehensive and aim to reduce and eliminate severe crashes. The U.S. DOT states that a successful Safety Action Plan consists of seven components: leadership commitment and goal setting, planning structure, safety analysis, engagement and collaboration, policy and process changes, strategy and project selections, and progress and transparency.
- Killed or Seriously Injured (KSI): A fatal or incapacitating injury, as often determined by the crash report.
- High Injury Network (HIN): Identifies parts of the transportation system with high rates of injuries and deaths. Typically, the HIN captures the most severe crashes on the fewest amount of road miles to target investments.
- Vulnerable Road Users (VRUs): People using the transportation system who are likely to be injured more severely in a crash. VRUs are generally pedestrians, bicyclists, or people using mobility devices.

Goal Setting

Hillsborough County, FL	Osceola County, FL	Montgomery County, MD	Hall County, GA	Northwest Arkansas Regional Planning Council, AR	Top of Alabama Regional Council of Governments, AL
Target: 35% Crash Reduction in 25 Years	Target: Eliminate KSI Crashes in 28 Years	Target: Eliminate KSI Crashes in 14 Years	Target: Eliminate KSI Crashes in 25 Years	Target: Eliminate KSI Crashes in 15 Years	Target: Reduce KSI Crashes by 50% in 25 Years
Hillsborough County and other partners became interested in Vision Zero in 2015. Different organizations adopted a variety of resolutions, but they were largely sweeping statements that declared no performance metrics regarding reductions in fatalities or time frame. When Hillsborough County released its initial VZAP, it still had not adpoted metrics for accountability. The county set a goal in the 2020 progress report to reduce total crashes by 35% by 2045.	Osceola County adopts a goal of eliminating traffic deaths and serious injuries by 2040; and endorses Vision Zero in 2022 through a resolution. The county then in 2024 reaffirms and updates this target to 2050 in the VZAPs in line with its peers. This target also has an underlying philosophy which the VZAP outlines clearly stating why traffic violence is worth preventing, supported by repeated meetings the public.	Montgomery County established itself as a national leader in traffic safety in the early 2000s.By 2002, the county released a Blue Ribbon Report on Pedestrian and Traffic Safety. While the target to eliminate KSI crashes by 2030 is ambitious, Montgomery County has set interim targets and has been at the forefront of traffic safety for a long time and has an established toolbox of action items specifically targetted at meeting that goal.	Hall County identifies a clear goal to eliminate KSI crashes by 2050. The VZAP establishes the desire to have each level of government adopt the same resolution. However, the resolution is not a central them of the VZAP and no clear path is identified on how to incentivize other governments to adopt the same resolution.	NWARPC selected the most ambitious target of all analyzed peer organizations: to eliminate KSI crashes by 2038. The MPO notes that they will identify areas with high KSI rates and layer safety interventions that accent each other until they eliminate serious crashes on that stretch of road. Eliminating KSI crashes is intrinsically baked into how the organization chose what interventions to propose. However, it did not explicitly label the safety ratings of each intervention like it did for cost. The plan does not make it clear how each action item fits into achieving such an ambitious goal.	TARCOG developed a relatively modest target in comparison to peer organizations, pledging to reduce KSI crashes by 50% by 2050. However, of their five county region only one has opted into matching the pledge. TARCOG's HIN is divided by each county, leaving substantial action up to those jurisdictions. The plan does not concretely address how TARCOG will incentivize its counties to adopt the pledge and take action so that the MPO can meet its target.

Safety Analysis

Hillsborough County, FL	Osceola County, FL	Montgomery County, MD	Hall County, GA	Northwest Arkansas Regional Planning Council, AR	Top of Alabama Regional Council of Governments, AL
Hillsborough County developed a very in-depth HIN across many strata such as KSI crashes where lack of lighting was a factor and school-aged student crashes. The county analyzes many of the corridors' existing conditions and summarizes key crash findings. Ultimately, the organization realized that speed was such a key component of KSI crashes that it realeased a separate, 200 page document focused on managing speed on the HIN network.	Osceola County developed a robust safety analysis toolbox that directly links to how the VZAP determines project priority and action items. Each HIN segment receives a safety score, which is evaluated in tandem with other metrics such as a safety benefit and regional benefit score to derive a priority order that determines which projects are most critical. Osceola County also performed a robust analysis as to the causes and types of crashes on each segment of the HIN. The analysis of this data means the Osceola County VZAP has a clear understanding of the safety concerns facing their roads and can issue clear and robust recommendations to reach their target of eliminating KSI crashes by 2050.	Montgomery County performs a thorough breakdown of who is impacted by car crashes and the disparities of those impacts across many strata including age, sex, and race. The county shows that its HIN disproportionately impacts Equity Emphasis Areas, and is the most equity-oriented presented of the reviewed VZAPs. The county shys away from the use of maps, which sometimes undercuts the narrative drive and comprehension of its safety analysis. Accordingly, the connections between the safety analysis proposed action items are not always explicit.	Hall County developed an HIN by mode, and a High Injury Intersection Network, for the county. The organization used that data to identify the most pressing corridors and developed crash profiles identifying the current causes of crashes, concerns and personal observations, and potential countermeasures.	NWARPC created HINs for its region by mode. The MPO also analyzed key trends and causes of crashes using four years of data	TARCOG's VZAP identifies a robust HIN for each of the five counties under its jurisdicition. The MPO identifies the top twenty HIN corridors in each county using seven years of crash data and whether they are in equity zones. The organization also performed robust community engagement to identify areas of concern not fully captured in standard data metrics such as what travel modes people felt safe using and how people wanted to improve the transportation system.

Clear Action Plan and Project Selection Guidelines

Hillsborough County, FL	Osceola County, FL	Montgomery County, MD	Hall County, GA	Northwest Arkansas Regional Planning Council, AR	Top of Alabama Regional Council of Governments, AL
The Hillsborough County VZAP clearly identifies corridors by order of priority. For some HIN sections, potential recommendations are identified while the plan as a whole orients itself around educaiton and low-cost treatments. Each goal divides itself into action items by time to implementation and assigns responsibility. The plan also recounts two pilot events focusing on temporary interventions and educaiton, indicating a willingness to start the programming. The plan thoroughly addresses all the Safe System Principals except post-crash care. Hillsborough County's VZAP looks at the transportation system through the lens of a variety of users to engage with the community and governmental partners.	Each HIN segment improvement in the Osceola County VZAP is clearly identified by priority order and is labelled with in-depth and specific project recommendations. Each action item is divded into three steps which are to be taken within 0-2 years, 3-5 years, and in 5-10 years to ensure the county is continually making progress on all parts of every goal. The VZAP thoroughly addresses all Safe System Principals and communicates with partnres with more jurisdiction to contend with some of the principals the county has little control over. Osceola County's VZAP takes a very specific look at KSI hotspots in the region and begins to address interventions to reduce their negative impacts.	Montgomery County's action plan and items are very detailed. Uniquely, they have explicit reasons detailing why a project should be done and the impact it will have, the accessibility it will increase, and the investment it will take. However, the county's prioritization of projects is unclear and may be determined after the fact by county budget allocation. Montgomery County focuses heavily on pedestrian and bicyclist trails.	Hall County's VZAP identifies clear corridor priorities. The plan proposes safety countermeasures, cost estimates, and the impact of and intervention to potential partners in a detailed but legible infographic for the top five corridors. The county identifies broader suggestions for the rest of the HIN. The plan's strategies are often robust and addresses all the Safe System Principals. Hall County's VZAP primarily focuses on intersection improvement and targetted interventions in dense areas.	NWARPC proposes four clear goals with detailed and achievable action items for each. The action items are nicely parsed and comprehensible instead of being long and granular. However, several of the action items use non-binding verbage. The VZAP addresses many of the important Safe System Principals at an in-depth level, but is not encompassing. The plan prioritizes projects with no explanation, analysis, or recommendation. NWARPC's VZAP is a generalized toolbox designed to educate both people and localities under its jurisdiction.	TARCOG has established a detailed reccomendation and action item table that identifies what to do, who needs to be involved, what resources are required, and what the impact of implementation will be. A countermeasures toolbox provides a very granular list of intervention recommendations that while not applied to specific HIN segments, allow localities to do so on their own. The plan prioritizes HIN segments by county and estimates the impact countermeasures will have if implemented. TARCOG's VZAP orients around protecting vulnerable road users and setting the region up to continue to promote travel safety into the future.

Performance Measuring

Hillsborough County, FL	Osceola County, FL	Montgomery County, MD	Hall County, GA	Northwest Arkansas Regional Planning Council, AR	Top of Alabama Regional Council of Governments, AL
Hillsborough County's VZAP identifies metrics that measure the overall success of the plan. The county pledged to continue monitoring crash statistics to determine the plan's success. Hillsborough County pledged to provide this data in an annual progress report to the Vision Zero Coalition. Critically, though, the county released a two year update in 2020 and a special report for managing speed along the HIN the same year. Both reports were in response to data gathered since the launch of the 2017 VZAP.	Osceola County's VZAP performance evaluation metrics are robust. The county measures itself for each action item and splits the measuring responsibility with MetroPlan Orlando. The VZAP also identified technology vendors with which the county could gather and distribute the measurement data.	Montgomery County releases quarterly updates detailing the status of all action items. The updates are robust with links to current yearly KSI crashes, council and planning meetings, studies, audits, and legislation. The county also has an interactive project map detailing the same information.	Hall County committed to sharing their perfomance measures publicly. The county's performance updates will be semiannual and do not yet include crash numbers.	The NWARPC VZAP indicates that monitoring safety outcomes as a result of its Vision Zero interventions is a key step of the plan. The organization proposes creating a dashboard to track KSI crashes, completed interventions, and gathering new data on the ground to log its Safe Systems Approach.	The TARCOG VZAP proposes minimal data gathering to measure the impacts of its interventions. The plan recommends updating the HIN every two to three years and updating the VZAP every five years to track progress. However, TARCOG does not establish metrics clear metrics or new data sources by which to measure its success.

Funding Sources

Hillsborough County, FL	Osceola County, FL	Montgomery County, MD	Hall County, GA	Northwest Arkansas Regional Planning Council, AR	Top of Alabama Regional Council of Governments, AL
Hillsborough County established a dedicated funding program to design and build roundabouts. The county has effectively leveraged existing state and local funds by packaging pedestrian, bicycle, and HIN interventions into capital improvement plans. Hillsborough County, alongside local partners and Hillsborough TPO, are finding new funding sources by identifying relevant federal and state grants. The Hillsborough TPO also established the Transportation Improvement Program, which was a five year plan to allocate transportation funding with an increased weight for projects that furthered area Vision Zero goals. - Dedicated funding for lighting and roundabouts. - Hillsborough MPO Transportation Improvement Program. - City "Paint the Intersection Program." - Piggyback on Routine Resurfacing. - Highway Safety Improvement Program (HSIP).	Osceola County created a robust VZAP with funding from a SS4A grant obtained by their MPO, MetroPlan Orlando. Key to the county's action plan is to diversify existing funding sources to ensure it can continue to prioritize safe, multimodal infrastructure for the long-term. Diversifying funding sources also allows the county to pilot programs not currently contained in the socpe of existing funding. Osceola County's VZAP outlines plans to engage with other agencies to identify and procure new grants and a list of currently discovered programs that are good to engage with. - Safe Streets and Roads for All (SS4A). - Rebuilding American Infrastructure with Sustainability & Equity (RAISE). - FDOT's Urban Corridor Improvement Program - PPPs. - Bonds. - User fees. - Special Assessment Districts. - Insurance company partnerships. - Etc.	Montgomery County VZAP relies substantially more than their counterparts' plans on county funding. The VZAP identifies potential sources of funding very thoroughly, specifying specific pools and the projected financial impact for each project. However, the plan notes that some projects may take longer because of budget constraints and they update their funding in the second odd fiscal year to correspond with the county's CIP. The VZAP indicates the county is increasing its emphasis on aggressively pursuing federal and state grants. - County CIP.	Implementation of the Hall County Safety Action Plan primarily relies on future requests for funding from GDOT and the Gainesville-Hall MPO. The plan contains long-term broad requests for localities to cooperate on funding requests to diversify funding sources. Hall County does identify potential federal grants which cities may find success in applying for together. Hall County does propose a performance measurement to determine their success in gaining funding based on total dollars secured. - Gainesvill-Hall Metropolitan Planning Organization. - Better Utilizing Investments to Leverage Developments (BUILD). - Off System Safety (OSS). - Quick Response (QR). - Transportation Alternatives Program (TAP)	The NWARPC has a relative robust funding guideline and philosophy outline for localities under its jurisdiction. In the VZAP, NWARPC lists potential action plans and efforts cities can implement to combat specific transportation safety behaviors. The VZAP lists a potential cost range next to each intervention. The MPO has an existing set of documents outlining funding sources cities may take advantage of depending on their design goals. NWARPC notes that it only allocates funding and does not control implementation. The agency argues that to promote equitable spending practices it must be cognizant of how it presents data and tells stories.	TARCOG's VZAP takes a deep dive into funding implementation. It extensively documents existing SS4A measures and their funding sources. For each proposed action item, whether an intervention or program, the plan notes financial feasibility, specific grant availability, the local match requirement, and links to resources. - Local Roads Safety Initiative (LRSI). - Recconecting Communities (RCN). - Congestion Mitigation and Air Quality (CMAQ). - Promoting Resilient Operations for Transformative Efficient, and Cost-Saving Transportation (PROTECT).

Agency Coordination

Hillsborough County, FL	Osceola County, FL	Montgomery County, MD	Hall County, GA	Northwest Arkansas Regional Planning Council, AR	Top of Alabama Regional Council of Governments, AL
For each goal and action item, Hillsborough County's VZAP identifies partners taking the lead, partners who are assisting the lead, and resources all partners might need to accomplish the current stage of the project. Formatting the goals and action plans by assigning responsibility to partners is effective at creating a system of accountability that seems fleshed out. However, the county does not outline ways in which to improve or streamline collaboration between partners.	MetroPlan Orlando, the regional MPO, took the lead on applying for the initial SS4A funding which allowed counties in its jurisdiction to create a VZAP. Since then, MetroPlan Orland and Osceola County have maintained a close relationships to create and implement the plan and MetroPlan Orlando ensures that nearby counties are working in alignment. The VZAP also brought other relevant stakeholders on board to share responsibility for streetscape safety. Cities within Osceola County are fluidly looped in on each action item and the importance of maintaining communication is a recognized objective. A proposed Safety Enforcement Team will ensure that officials from the transportation to the health community will be represented in the Vision Zero approach.	For each action item, Montgomery County's VZAP identifies lead and contributing partners. Assignning accountability, similar to the Hillsborough County format, is critical. However, Montgomery County does not identify the needed resources for its partners to complete the assigned projects. This VZAP also does not outline ways to improve collaboration between partners, and combined with reduced cooperation on the funding front, indicates Montgomery County is more self-sufficient than many of its peers.	Hall County identifies intersecting jurisdictions and property ownership for each proposed HIN intervention. Two key action items are to integrate safety into all departments and create a multi-agency fatal crash rapid-response team. Both action items are context sensitive, thoroughly detailed in the VZAP, and oriented around the VZAP's overarching goals and acknowledgements. However, both are yet to be implemented.	NWARPC, as an MPO, notes that it cannot engage in implementation. However, the agency does not identify potential ways for implementation actors to improve communication nor does it specifically mention how the MPO is available for further collaboration for wanting localities. The VZAP, its narrative and data, and other available documents are how it coordinates with localities under its jurisdiction.	Much of TARCOG's VZAP agency outreach manifests in the more traditional role of an MPO by strengthening data-sharing relationships with the Alabama DOT and the counties its jurisdiction. TARCOG extends the collaboration toolbox by proposing coordination with health departments, law enforcement, and schools in pinpointed situations such as improving drivers education. The agency also cites several opportunities to work with colleges and universities for further research on road safety interventions.

Other Considerations

- What an organization presents in their VZAP can differ from implementation. The existence of a well thought out and ambitious VZAP is critical to spurring safety changes by acting as a guide for governments under an organization's jurisdiction. However, politically viable and attainable goals, securing funding, establishing robust collaboration, and creating a concrete roadmap for following through with the VZAP are key to ensuring the plan goes from paper to concrete and paint. All of the peer reviewed plans should be evaluated within the context of what each government can follow through on and how those measures can be realistically applied to Lake County.

- Only Osceola County and Montgomery County mentioned post-crash care to a notable extent. Post-crash care is critical to the 40% of victims of fatal crashes who are alive when emergency services arrived but died later. [1] The point of Vision Zero is to save lives on the road. The USDOT provides best practice protocols for emergency dispatch, on-scene care, transportation to trauma centers, and performance measurement. Improving emergency medical response time and effectiveness is critical to achieving safety on Lake County streets. Examples of improving street conditions for medical responders include widening shoulders to ensure EMS have a safe working space or variable-message signs to manage traffic more effectively.

- The leading agency often identifies partners that are most helpful for a particular action item, but spearheads the management and data monitoring of the project. However, several agencies are accountable to external actors for implementation and tracking. Osceola County sends a delegate to the Regional Vision Zero Task Force. MetroPlan Orlando established this task force to facilitate the long-term compliance, implementation, and monitoring of Safety Action Plans. Montgomery County's Vision Zero Action Plan receives most of its funding from the county budget, which is why the VZAP is structured to show results every other year, coinciding with the budget announcement. Hillsborough County's Safety Action Plan pledges to establish smaller committees to monitor compliance and implementation for specific areas. Doing so ensures that specific safety needs receive extra attention.

- Hillsborough County, Osceola County, and Montgomery County adopted resolutions supporting the Vision Zero Action Plan targets. Hall County developed its Safety Action Plan in collaboration with several cities within the county. Gaining the express buy-in of governing bodies lends a Safety Action Plan credence, support, and further accountability.

- Hillsborough County, Osceola County, and Hall County all utilize their state DOTs as a resource for design guidance and grants. Hall County notes that, critically, GDOT owns and maintains the vast majority of segments on the developed HIN. Accordingly, collaboration with a state DOT will be necessary for effective implementation and results. NWARPC informs localities under its jurisdiction to seek grants from ARDOT, and the TARCOG plan provides a comprehensive list of ALDOT grants that municipalities pursuing roadway safety may qualify for.

- Of the reviewed plans, Hillsborough County and NWARPC VZAP were released more than a year ago. NWARPC released its VZAP in June of 2023. While the MPO has not published updated metrics indicating the impacts of the plan, it has incorporated safety as a key tenet as it is crafting the long-range regional transportation plan. Hillsborough County released its VZAP in 2017 and followed up with a performance update in 2020, based on data

[1] https://www.transportation.gov/NRSS/PostCrashCare

from the first two years of the plan's implementation. Since Hillsborough County released the original plan, the county has issued six amendments. One focused solely on speed while another aligned implementation objectives with new FDOT guidance. For the other four plans, Hillsborough County worked with individual cities or unincorporated county areas to develop more focused Safety Action Plans.

- Several Safety Action Plans suggested ideas that are outside of the normal FHWA safety suggestions, but may assist Lake County in reducing roadway collisions.
    - Hall County is developing materials in Spanish to reach a wider audience. The MPO is also developing a quick-build policy to lower the barrier between planning and implementation.
    - Hillsborough County has noted the importance of rightsizing traffic enforcement through several action items, including ensuring that police use historical crash data, being sensitive to community concerns, and maintaining transparency regarding the reasons for enforcement.
    - Osceola County is exploring the use of targeted speed-setting instead of the usual 85th percentile practice to set speed limits.

Conclusion

The context of a jurisdiction deeply influences how it develops a Vision Zero/Safety Action Plan. Some core considerations transcend each of the reviewed plans:

- Identify the scope of the safety problem.
- Develop a focus for who the plan will protect and how.
- Ensure the VZAP is narrative-driven and cohesive. Goals, action items, and their steps should flow logically and be easy to read.
- Coordination is critical to ensuring safety improvements persist across an area. Coordination also improves funding opportunities and implementation viability.

MEMORANDUM

To: Lake County, Florida

From: Alta Planning + Design

Date: August 4th, 2025

Re: Regional Roadway Safety Practice Assessment Questions

Lake County Roadway Safety Assessment Questions

As part of the development of the Safety Action Plan, Lake County requests municipalities within the county complete a survey on their existing policies, practices, and procedures related to roadway safety.

- Background information
  - What jurisdiction do you work within?
  - What agency or organization?
  - What is your role?
- Design guidelines
  - Does your jurisdiction have a Complete Streets design guide?
  - Does your jurisdiction have bicycle facility standards?
  - Does your jurisdiction have pedestrian facility standards?
  - Does your jurisdiction have public transportation station standards?
  - Does your jurisdiction have a pedestrian & bicycle countermeasure guide?
- Parking & Land Use
  - Does your jurisdiction have parking requirement reductions or eliminations?
  - Does your jurisdiction have bicycle parking?
  - Does your jurisdiction have mixed-use zoning?
  - Does your jurisdiction have pedestrian- or transit-oriented development standards?
  - Does your jurisdiction have bicycle & pedestrian impact assessments or statements?
  - Does your jurisdiction have parking benefit districts?
- Policy & Programs
  - Does your jurisdiction have a Complete Streets policy?
  - Does your jurisdiction have a Vision Zero policy?
  - Does your jurisdiction have construction zone safety & access policies or guidance (e.g. a Maintenance of Traffic Plan)?
  - Does your jurisdiction have priced parking management?
  - Does your jurisdiction have a traffic calming policy?
  - Does your jurisdiction have an access management policy?
  - Does your jurisdiction have a Context Sensitive Solutions (or similar) policy?
  - Does your jurisdiction have a Safe Routes to School program?
  - Does your jurisdiction have a roadway safety education/ encouragement campaign?

- Does your jurisdiction have targeted roadway safety enforcement?
- Does your jurisdiction conduct a systematic bicycle & pedestrian crash data review?
- Does your jurisdiction have bicycle & pedestrian maintenance priority?
- Does your jurisdiction have a transportation demand management policy?
- Does your jurisdiction have a curb management program?

- Funding
  - Does your jurisdiction have dedicated bicycle & pedestrian funding sources?
  - Does your jurisdiction have dedicated roadway safety funding sources?

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

DATE: 04/20/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42912
Lindsaia Johansmeyer, Office of Parks and Trails Director
BY: Sandra Rogers, Procurement Services Manager
SUBJECT: Playground Equipment at North Lake Community Park

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 26-420 with Florida Recreational Products, LLC. (Lynn Haven, FL) for the one-time purchase of a replacement playground at North Lake Regional Park for the Office of Parks & Trails.
2. To authorize the Office of Procurement Services to execute the agreement and all supporting documentation.

The estimated fiscal impact is $173,224 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Parks & Trails, issued Request for Proposal 26-420 for the one-time purchase of playground equipment at North Lake Regional Park (NLRP).

The playground system currently located at NLRP is over 20 years old and has reached the end of its service life, with repairs no longer feasible. Staff is recommending the replacement of the playground equipment, which will serve as the first phase of planned playground improvements at NLRP.

Eight proposals were received from seven vendors as shown on the attached price tabulation sheet. Evaluation of responses was conducted via formal Selection Committee (SC) procedures. The SC summary memos reflect technical factors and pricing were evaluated in compliance with the criteria within the RFP. The overall pricing associated with the recommended vendor is competitive with all pricing submitted. Based on the County's interests, the recommendation is to award a contract to the highest ranked responsive and responsible vendor, Florida Recreational Products, LLC.

Fiscal Impact: $173,224 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
2nd Renewal Sls Tx - Parks	3050	2952750	860630	40002	$136,855.00
Impact Fee North - Parks	1082	2952220	860630	40002	$36,369.00

Advertised Date: Paper:

Attachments:

1.	Bid Tabulation 26-420
2.	Selection Committee Meeting 26-420
3.	Contract 26-420

STAFF APPROVALS AND DATES:

Sandra Rogers	Created/Initiated - 04/20/2026
Ron Falanga	Approved - 04/20/2026
Grace Burgos	Approved - 04/21/2026
Lindsaia Johansmeyer	Approved - 04/21/2026
Angela Harrold	Approved - 04/21/2026
Roberto Bonilla	Approved - 04/21/2026
Kerri Andrews	Approved - 04/21/2026
Alexis Clark	Approved - 04/28/2026
Kandace Pourbaix	Approved - 04/28/2026
Miranda Lanoue	Approved - 04/28/2026
Jaime Stewart	Approved - 04/29/2026
Melanie Marsh	Approved - 05/04/2026
Jennifer Barker	Approved - 05/07/2026
Marisol Saldana	Final Approval - 05/07/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Contractor shall provide all labor, materials, tools, transportation, and equipment necessary to perform the services in accordance with specified requirements listed and implied.

		Advanced Recreational Concepts, Melbourne, Florida		Bliss Products and Services, Inc., Lithia Springs, Georgia - Option 1		Bliss Products and Services, Inc., Lithia Springs, Georgia - Option 2		Florida Recreational Products, LLC, Lynn Haven, Florida		Lanier Plans, Inc dba KORKAT, Carrollton, Georgia		Playmore West, Inc., Fort Myers, Florida		Playworx Playsets, LLC, Canton, Georgia		William Medley Construciton, Inc dba Medley Sports Construction, Sorrento, Florida	
ITEM #	ITEM DESCRIPTION	Proposed Time Frame (Calendar Days)	Cost	Proposed Time Frame (Calendar Days)	Cost	Proposed Time Frame (Calendar Days)	Cost	Proposed Time Frame (Calendar Days)	Cost	Proposed Time Frame (Calendar Days)	Cost	Proposed Time Frame (Calendar Days)	Cost	Proposed Time Frame (Calendar Days)	Cost	Proposed Time Frame (Calendar Days)	Cost
1	Provide all labor, materials and equipment and other incidentals necessary to complete all necessary work for the removal and proper disposal of the existing playground at North Lake Regional Park. See Exhibit E.	5	$11,966.00	7 days (Once equipment has been manufactured and demo has begun)	$8,000.00	7 days (Once equipment has been manufactured and demo has begun)	$9,500.00	7	$48,150.00	5 days	$12,200.00	5	$15,000.00	Four to five days	$22,575.00	10 days	$20,000.00
2	Provide all labor, materials, equipment, components / devices, transportation, fuel, supervision, (permits, inspections) and other incidentals to complete all necessary work, all in accordance with all parts of this solicitation and construction scope of work to furnish, deliver and install one (1) new Playground Boss Playground Product (see P-2), or approved equal at North Lake Regional Park. See Exhibit F.	10	$133,900.00	14-21 days (once equipment has been manufactured and is on site. Lead time for new equipment is 6-8 weeks)	$145,971.47	14-21 days (once equipment has been manufactured and is on site. Lead time for new equipment is 6-8 weeks)	$182,338.53	25	$125,074.00	14 days	$112,425.00	55	$160,000.00	Five to ten days	$151,838.22	80 days	$149,775.00
LUMP SUM COST		**$145,866.00**		**$153,971.47**		**$191,838.53**		**$173,224.00**		**$124,625.00**		**$175,000.00**		**$174,413.22**		**$169,775.00**	

PLAYGROUND EQUIPMENT – NORTH LAKE REGIONAL PARK RFP 26-420

Lake County Office of Procurement Services
RFP Selection Committee Meeting Minutes
Sandra Rogers, Procurement Manager, Office of Procurement Services
April 13, 2026 – 11:02 AM to 11:54 AM

- Sandra Rogers:
  - Identified the solicitation as a Request For Proposal (RFP)
  - Stated this is a public meeting
    - Stated members of the public may listen, but not take part in the discussions
  - Solicitation closed March 18, 2026
  - Took roll of the SC members:
    - Brenda Atkinson, Office of Facilities Management, Construction Program Manager
    - Lindsaia Johansmeyer, Office of Parks & Trails, Director
    - Chris MacDonald, Construction Program Manager
  - Seven (7) firms provided proposals (alphabetically):
    - Advanced Recreational Concepts
    - Bliss Products and Services, Inc. (Option 1 & 2)
    - Florida Recreational Products, LLC
    - Lanier Plans, Inc. dba KORKAT
    - Playmore West, Inc.
    - Playworx Playsets, LLC
    - William Medley Construction, Inc. dba Medley Sports Construction
  - Selection will be based upon the written criteria, Section 7 of the RFP.
  - Noted the proposals were distributed to the SC by Procurement in advance.
  - Noted Conflict of Interest Statements were confirmed prior to the meeting.
- Selection Committee Evaluation
  - **Advanced Recreational Concepts (Melbourne, FL)**
    - Simplified design that was too small for the playground area
    - Proposed playground was under budget
    - Would prefer additional features to enhance design
    - Personnel not provided
    - Good references and warranty
    - License but no certificates shown
    - 15-day installation
  - **Bliss Products and Services, Inc. (Litha Springs, GA)**
    - Option 1
      - References missing
      - Proposed playground seemed for smaller children
      - Features less than desired
      - Meets ADA standards
      - Qualifications are good
      - Meets product standards
      - Acceptable warranty
      - Under budget
      - 28-day installation

- Option 2
    - Missing additional reference
    - Exceeded budgeted amount
    - Meets ADA
    - Additional shade swings not needed over the budget amount
    - Out of state – good warranty
    - Swings not needed
    - Park amenities contract
    - Over budget
    - 28-day installation

- **Florida Recreational Products, LLC (Lynn Haven, FL)**
    - Proposal provided sports components, play features and ground activities
    - Proposal was structured well and easy to follow
    - ADA slide
    - Appears to have more features than others
    - Meets projected budget
    - Meets technical requirements
    - Provided financial stability proposal
    - Installer lives in Eustis
    - Acceptable warranty
    - Within budget
    - Qualified certifications and license
    - Good references
    - 32-day installation

- **Lanier Plans, Inc. dba KORKAT (Carrolton, GA)**
    - Under budget
    - Approved quality, not play value
    - 2 references of similar magnitude, 2 others not applicable
    - References were good but smaller scale projects
    - Technical requirements not met
    - Out of state – no warranty listed
    - Very small for current replacement
    - 19-day installation

- **Playmore West, Inc (Fort Myers FL)**
    - Good design and favorable play features
    - Accessibility and appearance include shade and large double slide
    - Includes specifications for Advanced Rust Defender (ARD) materials, adding value to the system
    - Impressive customized systems provided in examples of past projects
    - Offered grand opening support with food, drinks and giveaways
    - Good references for similar projects
    - Good warranty
    - Nice design and lots of play features
    - Qualified certifications and licenses
    - 60-day installation

- **Playworx Playsets, LLC (Canton, GA)**
  - No photo examples of previous work
  - References provided and will need to be verified
  - Appears close to Playground Boss product
  - Meets budget requirements
  - Accessibility, durability and great play value
  - Qualified family business and staff
  - Missing reference
  - Contractor is approval by Miracle Recreation equipment (Lake Idamere Product)
  - Good warranty
  - Within budget
  - Nice design and lots of play features and slides
  - Qualified certs and license
  - 14 to 21-day installation

- **William Medley Construction, Inc. dba Medley Sports Construction (Sorrento, FL)**
  - Contractor meets budget
  - Qualified contractor and staff
  - Good project layout with accessible equipment, however, metal seemed thinner, less sturdy
  - Would like to see more components to play structure
  - Gametime products located in several Lake County parks
  - Meets references with similar projects
  - Existing contractor on Parks Amenities
  - Good warranty
  - Qualified certifications and license
  - 90-day installation

- Selection Committee
  - Stated Bliss Products (Option 2) was over budget and not considered.
  - Discussed Advanced Recreational Concepts, Bliss Products (Option 1), and Lanier Plans, and determined it would have been preferred the proposals included additional features to enhance play while staying within the budgeted amount.
  - After careful consideration, and looking at appearance, quality of system, accessibility, play value, warranty, costs, and qualifications of installers, SC unanimously ranked in the following order:
    - Florida Recreational Products, LLC (Lynn Haven, FL)
    - Playmore West, Inc. (Fort Myers, FL)
    - Playworx Playsets, LLC (Canton, GA)
    - William Medley Construction, Inc. dba Medley Sports Construction (Sorrento, FL)
  - SC directed Procurement to begin negotiations with Florida Recreational Products, LLC and if negotiations fail, continue down the rankings until negotiations are successful.
- Meeting Adjourned

CONTRACT NO. 26-420
For
Playground Equipment for North Lake Community Park

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Florida Recreational Products, LLC** (hereinafter "Contractor") to supply **playground equipment for North Lake Community Park** to the County pursuant to County Bid number 26-420 with any included addenda (hereinafter "Bid"), with an opening date of 3/18/2026, and Contractor's Bid response dated 3/11/2026, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance (signed by Contractor)
Attachment 2 – Pricing Sheet
Attachment 3 – Affidavit Form
Addendum(a) 1 & 2
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit D – Additional Terms & Conditions v.1.11.23
Exhibit E – Playground Features

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

_____
By: Ronald A. Falanga
Procurement Services Director
Date: Click or tap to enter a date.

The undersigned hereby declares that Florida Recreational Products 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 **NORTH LAKE REGIONAL PARK PLAYGROUND REPLACEMENT** 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. TERM OF CONTRACT

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. 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. 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. 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. -**Accepted as written**

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies that Boycott Israel and are 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, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are 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 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. ACCEPTED

4. CERTIFICATION REGARDING EXHIBIT D – ADDITIONAL TERMS AND CONDITIONS

I certify I have reviewed EXHIBIT D – ADDITIONAL TERMS AND CONDITIONS and accept as written. Edward Mola -Accepted as written

Failure to acknowledge may result in Submittal being deemed non-responsive.

5. 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 NO

6. 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. No Conflicts No Conflicts

7. 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. AGREE AS WRITTEN Agree as written

8. 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) N/A N/A
and enter OSD Certification Number N/AN/A
and enter effective date N/A. to date N/A N/A

9. 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. -Accepted as written

10. FEDERAL FUNDING REQUIREMENT – N/A

11. LOCAL VENDOR PREFERENCE – N/A

12. GENERAL VENDOR INFORMATION

Firm Name: Florida Recreational Products LLC

Street Address: 2310 S Hwy 77 Suite 110-394

City: Lynn Haven State and ZIP Code: Florida 32444

Mailing Address (if different): Same

Telephone: 888-471-2676

Purchase Order Email Address: jimmy@flrecpro.com

Federal Identification Number / TIN: 99-4417820

13. 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: *Edward Maher*

Date: 3/11/2026

Print Name: Edward Maher

Title: Sr Coordinator of Operations

Primary E-mail Address: Support@flrecpro.com

Secondary E-mail Address: accounting@flrecpro.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]

Florida Recreational Products LLC			
SAVE AND SUBMIT AS AN EXCEL FILE			
Contractor shall provide all labor, materials, tools, transportation, and equipment necessary to perform the services in accordance with specified requirements listed and implied.			
Alterations to locked cells may result in disqualification of submission.			
ITEM #	**ITEM DESCRIPTION**	**PROPOSED TIME FRAME (CALENDAR DAYS)**	**TOTAL COST**
1	Provide all labor, materials and equipment and other incidentals necessary to complete all necessary work for the removal and proper disposal of the existing playground at North Lake Regional Park. See Exhibit E.	7	$48,150.00
2	Provide all labor, materials, equipment, components / devices, transportation, fuel, supervision, (permits, inspections) and other incidentals to complete all necessary work, all in accordance with all parts of this solicitation and construction scope of work to furnish, deliver and install one (1) new Playground Boss Playground Product (see P-2), age appropriate or approved equal at North Lake Regional Park. See Exhibit F.	25	$125,074.00
LUMP SUM COST		**$173,224.00**	

County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be provided for any direct purchasing. Contractor is responsible for paying all taxes on materials purchased for the project.

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)** Edward Maher, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** Sr Coordinator of Operations of **(Business Name)** Florida Recreation Products 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 16th day of March, 2026.

BY: Edward Maher
Signature of Affiant

Edward Maher
Printed Name

STATE OF New York
COUNTY OF Suffolk

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 16 day of March, 2026, by Edward Maher, who is ☐ personally known to me or ☐ has produced identification (type): New York State Drivers License

(*Notary Signature*)

(SEAL)

ELIZABETH K HELSEL
Notary Public - State of New York
NO. 01HE6179584
Qualified in Suffolk County
My Commission Expires Dec 24, 2027

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Playground Equipment 03/05/2026

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

Q1. Why was the previous bid, 26-407, not awarded? Is there a certain budget you're trying to meet?

A. 26-407 was released as an ITB (lowest-priced). After reviewing the vendor submittals, it was determined that issuing an RFP (vendor proposals based on the scope of work) would be better suited for this project. See Scope of Work for budgeted amount.

Q2. What is the approximate construction value?

A. See answer above.

Q3. When is construction targeted to begin?

A. After contract is awarded.

Q4. Who is the design firm?

A. See Scope of Work.

ACKNOWLEDGEMENT

Firm Name: Florida Recreational Products 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: *Edward Maher*
Date: 3/16/2026
Print Name: Edward Maher
Title: Sr Coordinator of Operations
Primary E-mail Address: support@flrecpro.com
Secondary E-mail Address: accounting@flrecpro.com

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Playground Equipment 03/10/2026

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

Q5. Is the County looking for vendors to provide an apples to apples match to the Playground Boss structure provided in Exhibit F.

A. See Exhibit A, 2. Base Bid. Contractors are advised that the Scope of Work represents the minimum requirements desired by the County.

Q6. Are the swings staying in place?

A. Yes, the existing swings are to remain in place.

Q7. Do we need to remove the existing mulch?

A. Yes, it is the Contractor responsibility to remove the existing mulch and stockpile within the work area and regrade back in place. If additional ADA mulch is needed it will be provided but the County using the County contract and installed by the same contractor.

Q8. Does the County need us to provide new borders to contain the mulch that the County is providing?

A. No, borders are not needed for this project.

Q9. Is permitting required?

A. Yes

Q10. Are there any restrooms that need to be constructed at the park?

A. No. See Exhibit A to view Scope of Work.

Q11. Am I safe to add Sourcewell or another purchasing contract as an option? Do you have a specific purchasing contract you use?

A. The County will not consider a third-party source. The Contractor shall abide by Lake County's terms & conditions and bid requirements.

ACKNOWLEDGEMENT

Firm Name: Florida Recreational Products 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: *Edward Maher*

Date: 3/16/2026

Print Name: Edward Maher

Title: Sr. Coordinator of Operations

Primary E-mail Address: Support@flrecpro.com

Secondary E-mail Address: accounting@flrecpro.com

EXHIBIT A – SCOPE OF WORK **26-420**
NORTH LAKE REGIONAL PARK PLAYGROUND REPLACEMENT

1. SCOPE OF WORK

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, all in accordance with all parts of this solicitation.

Vendors are advised that the Scope of Work represents the minimum requirements desired by the County. Vendors are encouraged to propose a solution within the budgeted value of $175,000 and shall not exceed this total amount. Award will be made to the vendor offering the best value purchase within the available budget. The County's decision in this regard shall be considered final.

2. BASE BID

2.1. Contractor shall remove and properly dispose of the existing playground (See photo labeled Current Playground) at North Lake Regional Park – 40730 Roger Giles Rd., Umatilla, FL 32784.

2.2. Contractor shall furnish and install all inclusively, a turnkey, new Playground Boss Product Playground (see photo labeled New Playground), or equal, at North Lake Regional Park – 40730 Roger Giles Rd., Umatilla, FL 32784.

2.2.1. ADA mulch to be provided by Lake County if needed. Playground color to be determined by the Office of Parks and Water Resources Project Manager.

2.3 The playground equipment shall include play components for children ages 5 – 12. The equipment may be provided in one or more structures.

2.4 The playground should accommodate the widest possible range of activities that will provide fun, promote physical fitness, and encourage social interaction.

2.5 Playground shall meet all requirements of the American Society for Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC) and be International Play Equipment Manufacturers Association (IPEMA) certified.

3. EQUAL PRODUCT CONSIDERATION

County is solely responsible determining whether any equivalent submission fully meets the salient characteristic requirements.

4. CONTRACTOR RESPONSIBILITIES

CONTRACTOR SHALL:

4.1. Maintain an active Certified or Registered Florida Building Contractor or General Contractor license for the duration of the project.

4.2. Follow the 2023 Florida Building Code Eighth Edition Accessibility 1008 Play Areas.

4.3. Be responsible for planning and providing perimeter site fencing and signage as required to ensure the safety and security of the site from the public, including park neighbors and visitors, children, and staff, during construction as well as after park hours. The park shall remain open for public use during work.

4.4. Be responsible for initiating, maintaining, and supervising all safety precautions in connection with the work and throughout the contract term. Contractor shall 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 environment for park patrons and shall monitor and maintain fencing/barricades to ensure continued safety.

4.5. Be responsible for all related costs/fees.

4.6. Be responsible for obtaining engineering drawings for any footings at Contractors expense.

4.7. Complete all work within ninety (90) calendar days of issuance of a Purchase Order, unless manufacturers lead time requires additional time.

4.8. Be responsible for locating/identifying all utilities before starting construction, take every precaution to avoid damage to any underground utility, and be responsible for any damage caused to the existing utilities. Contractors shall be responsible for any damage or any subcontractors' damage to an existing utility and shall repair the same at their own cost.

4.9. Remove and relocate existing fencing and park signs/kiosks as necessary for the construction of proposed park improvements.

4.10. Be responsible for debris/trash management and provide a clean work environment. Remove all excess materials, soil, debris, and idle equipment. Any spoils created become the property of the Contractor and shall be disposed of in a legal and proper manner. A dumpster shall be on site and provided by the Contractor. All construction debris, discarded materials, and trash shall be cleaned daily. No discarded construction material shall be dumped or remain on site unless contained within a Contractor provided dumpster. Dumpsters shall be properly maintained to prevent overflow of debris.

4.11. Be responsible for re-grading and re-sodding all areas impacted by construction for the new facilities. Contractors shall provide all the required sod. No grass seeding is allowed.

4.12. Provide a timeline/work schedule and a detailed cost breakdown (schedule of values) at the preconstruction meeting for review which shall be based on all payment applications.

4.13. Be responsible for obtaining all necessary zoning and building permits and inspection approvals and paying all related cost/fees for the required work. Contractor shall be responsible for obtaining directly from the engineering firm at its own expense, if needed, any necessary engineering drawings (CAD drawings, signed/sealed electronic plans, or hard copies). Contractor shall provide a copy of all obtained permits to the Office of Parks & Water Resources Project Manager prior to the start of construction. Contractor shall be responsible for installing a Permit Posting Box Unit. Approved plans and permits shall 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.

4.14. Be responsible for the proper packaging, shipping, handling, and storage of materials to be incorporated in the work, to ensure the preservation of the quality and fitness of the materials for proper installation as required by the contract documents. Products must be delivered to the site in the manufacturer's containers or packaging. Contractor shall provide: storage containers for material as necessary; sufficient manpower and equipment to off load equipment at jobsite per scheduled delivery; dumpsters for cardboard waste and packing debris; and adequate security to protect delivered products from theft, vandalism, or damage during the installation. Contractor shall return all damaged products to the manufacturer and shall be responsible for replacement of damaged items.

4.15. Be responsible for verifying site conditions. Verify and coordinate all work to field locations and dimensions.

4.16. Confine its operations at the site to areas permitted by law, ordinances, and permits. Contractor shall not unreasonably encumber the site with materials, equipment, or trailers. Contractors shall not cause the entrance to be blocked or otherwise prevent reasonable access to the site, other working or parking areas, completed portions of the work, and/or properties and storage areas. Contractor shall be given twenty-four (24) hours' notice by the County Project Manager to remove or relocate the materials, equipment, or trailers improperly placed on the site; if Contractor fails to remove or relocate the items as directed within the 24 hours provided, the County will remove the items at Contractor's expense.

4.16.1. County will provide an area for Contractor to store equipment. County is not responsible for theft of Contractor's items.

4.17. Install playground equipment and any associated improvements in accordance with the stated and implied Scope of Work, County Terms and Conditions, and Construction Plans & Specifications provided under the manufacturer's instructions.

4.18. Meet all applicable Federal, State, and local building codes and shall be performed by qualified licensed Contractors in their respective areas (electrical, mechanical, plumbing, fire, etc.). Additionally, all purchased items shall be in accordance with those issued by the Occupational Safety and Health Administration (OSHA), The National Institute of Occupational Safety Hazards (NIOSH), the American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission (CPSC).

4.19. Coordinate all work with the County's Project Manager (Chris Macdonald (352) 460-2902), 48 hours prior to delivery & installation.

4.20. Move property at the site, including turf (rubber, sod), concrete pavement, asphalt, lime rock path, and fencing as needed during construction. Damage due to the work performed shall be reinstalled, repaired, or replaced before final payment is made.

4.21. Furnish the Office of Parks & Water Resources with a signed minimum one (1) year warranty and maintenance program covering all labor and systems for a minimum one (1) year from the date of final acceptance of the project by Lake County. Contractor shall be responsible for securing warranties and guarantees for any materials, equipment, or fixtures to be incorporated into the project.

5. ACCEPTANCE

5.1. All products will be inspected by the County for damage and chipped or marred finish. Contractor shall replace any damaged or rejected products at no additional cost to the County.

5.2. Lake County will review 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 shall be removed and replaced at the Contractor's expense.

5.3. Final Payment: A Certificate of Completion issued by the Office of Building Services, (352) 343-9653, must be provided on or before submitting the final payment application.

[The remainder of this page is intentionally left blank.]

EXHIBIT B – INSURANCE REQUIREMENTS **26-420**

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

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.
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.

[End of Exhibit B.]

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DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. 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.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract 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 Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

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.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the 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 Contract for default.

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.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures 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 its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation 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 Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. 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 in the Contract 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. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

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. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. 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.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract 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 the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract 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 the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract 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 Contract, 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.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). 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 provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. 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 County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing 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.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract 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 for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must 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.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

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 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 as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other 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 with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

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 the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. 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.

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.

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 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.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

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 SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. 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 in Chapter 119, Florida Statutes, or as otherwise provided 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 or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall 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.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract 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.

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. The County has the right to redact the County Logo displayed on any submission.

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.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract 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).

E-VERIFY

Upon award of a Contract, the 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 the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that 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 subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

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.

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 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.

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 come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. 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;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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INVOICES

CONTRACTOR shall submit an original invoice to COUNTY after work has been completed via email (ParksInvoices@LakeCountyFL.gov). Invoice submission shall not exceed ten (10) calendar days beyond the date the work was completed. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices shall be accompanied by the PDF documentation including but not limited to service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation in COUNTY's discretion. COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Work proposals shall be based on either time and material rates, or lump sum rate based as indicated in Exhibit A – Scope of Work. When time and material rates are specified in a contract rather than a lump sum the pricing section shall include the hours of labor, labor rate (based on the bid price), and total cost for the hours worked. CONTRACTOR shall be allowed to charge a minimum of one (1) hour of labor time whether or not the technician is on site for the entire first hour. Time after the first hour shall be calculated into fifteen (15) minutes increments.

The invoice shall be itemized to show the price of the part to CONTRACTOR, the percentage of markup, the total percentage markup cost, and the total of the part.

A. Work $25,000 and Under: COUNTY will provide a lump sum payment when all work tasks are completed by CONTRACTOR and approved by COUNTY Project Manager. For COUNTY to provide payment, CONTRACTOR will submit a documented invoice that provides the basic information set forth herein.

B. Work Greater than $25,000: CONTRACTOR may receive periodic payments on a 30-day interval for Work tasks completed during that period by CONTRACTOR and approved by COUNTY Project Manager. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for COUNTY to provide payment, CONTRACTOR will submit a documented invoice that provides the basic information set forth in this Section.

LICENSES AND PERMITS

CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Work. When time and material rates are used, CONTRACTOR shall be allowed to invoice for actual permit cost plus 15% markup. CONTRACTOR will remain appropriately licensed throughout the course of the Work. Failure to maintain all required licenses will entitle COUNTY to terminate this Agreement.

CONDITIONS

CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, electric power, and roads, uncertainties of weather, physical conditions, character of equipment and facilities, quality and quantity of surface and subsurface materials, obstacles, or conditions of the site. Any failure by CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve 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.

RENTAL

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.

SUBCONTRACTOR

When time and material rates are specified in a contract rather than a lump sum and CONTRACTOR uses a subcontractor to complete the assigned work, the cost of the subcontractor 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 subcontractor. 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.

COUNTY RESPONSIBILITIES

A. Project Manager: COUNTY will designate a COUNTY staff member to act as COUNTY Project Manager. It is agreed to by the parties that COUNTY 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 about the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this Agreement. COUNTY Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

B. COUNTY will pay in accordance with the provisions set forth in this Agreement. COUNTY retains the right to inspect all work to verify compliance with the agreement 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.

AGREEMENT DOCUMENTS

A. Definitions: For purposes of this Agreement, the term “agreement documents” includes all bid documents, drawings, the Scope of Services, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement. It is the intent of the agreement 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 agreement documents as being required to produce the intended result will 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 will 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, 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 herein.

B. Agreement Documents: The agreement documents and all referenced standards cited therein are essential parts of the agreement requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONTRACTOR will not derive unjust benefit thereby, or use such disagreement counter to the best interests of COUNTY. CONTRACTOR will immediately notify COUNTY Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services: CONTRACTOR will give the work the attention necessary to assure the scheduled progress and will cooperate with COUNTY and with other contractors on the job site. All work will be done in accordance with the agreement documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of COUNTY.

D. Errors and Omissions: CONTRACTOR will not take advantage of any apparent error or omission in the agreement documents. If any error or omission appears in the agreement documents, CONTRACTOR will immediately notify COUNTY in writing of such errors or omissions. In the event CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, CONTRACTOR will be deemed to have waived any claim for increased time or compensation CONTRACTOR may have had and CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

CONTRACTOR PERSONNEL

A. Personnel: CONTRACTOR will assure that all personnel are competent, careful, and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make do and proper effort to execute the work in the manner prescribed in the agreement documents. When COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged and will not again be employed without the written consent of COUNTY. Should CONTRACTOR fail to remove such person or persons, COUNTY may withhold all payments which are or may become due or may suspend the work with approval of COUNTY until such orders are complied with. 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.

B. E-Verify: CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the term of this agreement; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term.

C. Employment: 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.

D. Superintendent: CONTRACTOR will have at the site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from COUNTY. The superintendent will supervise all trades, direct all Service activities, establish, and maintain installation schedules, and provide COUNTY Project Manager with progress reports as requested. The superintendent will have full authority to execute the orders or directions of COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor, and incidentals which may be required. Such superintendent will be furnished regardless of the amount of work sublet. CONTRACTOR'S superintendent will speak, write, and understand English and will be on the job site during all working hours.

E. Dress Code: CONTRACTOR will maintain a dress code for its employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, always while the work is being performed. In the event COUNTY determines ID badges are necessary, COUNTY will provide CONTRACTOR with ID badges and CONTRACTOR agrees to enforce that its employees, whether employed by CONTRACTOR or a subcontractor, wear such ID badge while working on site.

F. Employee Documentation: If required by COUNTY for a Service, CONTRACTOR will provide COUNTY Project Manager with all requested documentation for all personnel, subcontractors, and representatives of CONTRACTOR that will be utilized. Documentation will be provided within five working days of request and will be submitted electronically in PDF format. This information will also be provided when new personnel, subcontractors, and representatives of CONTRACTOR are hired at any time during the agreement period. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All required documentation will be supplied in one PDF attachment that will 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 will include Full name, Address, Email address, Telephone number, copy of driver's license/state of Florida identification card/valid passport/valid work visa, current color photo (head shot) taken with a plain background, building name(s) and address(s) of the facilities where the individual will be working, and any additional information that may be requested by the Lake COUNTY Sheriff's Office.

G. Criminal Justice Information Services (CJIS): When advised by COUNTY Project Manager, 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 CONTRACTOR.

H. Background Check: 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 (850-410-8161 ApplicantChecks@fdle.state.fl.us) 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.

I. Identification Badging / Proximity Cards / Keys: CONTRACTOR'S personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which may also act as a proximity card. All approved personnel, subcontractors, and representatives of CONTRACTOR will be issued identification badge(s) and will be required to wear them at all times while on COUNTY property. Personnel, subcontractors, and representatives of CONTRACTOR will not be allowed to work on COUNTY property prior to being given approval by the Office of Facilities Management and the assignment of a CONTRACTOR identification badge. For facilities that do not have proximity card readers, keys may be issued to or approved personnel, subcontractors, and representatives of CONTRACTOR. The Office of Facilities Management will notify CONTRACTOR that identification badges, proximity cards, or keys are ready for pickup, and will have CONTRACTOR complete a release form(s) and then distribute them to CONTRACTOR for disbursement to their personnel, subcontractors, and representatives.

J. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys: Should an identification badge, proximity card or key is lost, stolen, or damaged, CONTRACTOR will immediately notify COUNTY Project Manager. Personnel, subcontractors, and representatives of CONTRACTOR will be temporarily substituted by CONTRACTOR until a new identification badge/proximity card is provided. CONTRACTOR will be assessed a $25.00 fee for each lost, stolen, or damaged card or key. All fees due will be deducted from CONTRACTOR'S next invoice.

K. Reports: CONTRACTOR will provide an initial report within 30 business days of the start date and then an annual report due each anniversary of the initial report date for all employees currently being utilized for Projects or Services for COUNTY. All additions or changes will be highlighted in yellow. Reports will be provided for the duration. The report will be delivered electronically in PDF format to the Lake COUNTY Sheriff's Office Representative, the Facilities Maintenance Division Supervisor, and COUNTY Project Manager. Reports will include the following information for each employee: individual's name, birthdate, and driver's license number; identification badge/proximity card number, all facilities where the employee works, all facilities accessible by proximity card or key, the date the identification badge/proximity card was issued, dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage; and the date that the individual left employment of CONTRACTOR and the date the identification badge/proximity card was returned.

L. Leave Reporting and Project Completion: CONTRACTOR will immediately contact COUNTY Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of CONTRACTOR that are utilized for Service for COUNTY. CONTRACTOR will contact COUNTY Project Manager to arrange to drop off identification badge(s), proximity card(s), and key(s) of a dismissed worker(s) within three business days of dismissal or leave. At completion, CONTRACTOR will, within three business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

M. Subcontractors:

CONTRACTOR will be responsible to COUNTY for the acts and omissions of CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.

All subcontractors, for as long as the subcontractor is working on the job site, will have at least one supervisor/foreman on the job site that will speak and understand English.

CONTRACTOR will cause its subcontractors and suppliers to comply with the schedule and applicable sub-schedules.

CONTRACTOR will include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT, which will be provided by COUNTY to CONTRACTOR. A copy of the Affidavit may be provided by request to COUNTY.

N. Emergency Contact: Dependent on COUNTY needs, CONTRACTOR will have a responsible person available at, or reasonably nearby, on a 24-hour basis, seven days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. CONTRACTOR will submit to COUNTY Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. This list will contain the name of their supervisors responsible for work pertaining to this Agreement.

O. Notification of Emergency: In the event of an emergency affecting the safety or protection of persons, or the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from COUNTY, is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR will contact COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than 24 hours after the occurrence of the emergency, if CONTRACTOR believes that any significant changes in the work or variations from the agreement documents has occurred. If COUNTY determines that a change in the agreement documents is required 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 CONTRACTOR fails to provide written notice within the 24-hour limitation noted above, CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the agreed amount or an extension to the agreed time.

SAFETY

A. CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying 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). CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, persons or property. CONTRACTOR will be aware that while working for 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 the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONTRACTOR.

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR 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 the requirements will be borne by 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 CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by CONTRACTOR on the jobsite will be in place and in proper working order at all times. If COUNTY determines that the equipment is deficient in safety devices, CONTRACTOR will be notified immediately. CONTRACTOR will immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of COUNTY.

D. COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, COUNTY will have the authority, but not the duty, to require CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by COUNTY, work will be shut down immediately upon notice and will not resume until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, COUNTY will take reasonable actions to furnish CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Safety Data Sheets (SDS), or any other information that would assist CONTRACTOR in the planning of a safe work site.

F. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. CONTRACTOR will erect and maintain, as required by existing conditions and agreement performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

H. CONTRACTOR will be responsible for the removal of all surplus material and debris from the site at the end of each workday. All costs associated with clean-up and debris removal will be included in the lump sum price stated elsewhere herein. CONTRACTOR will leave the site clean and neat. All work must be cleaned up prior to the next day of business. The specified work will not interfere with the regular operating hours of COUNTY.

I. CONTRACTOR must have sufficient and Service site appropriate cleaning supplies and equipment, including vacuum cleaners, on-site for clean-up. CONTRACTOR will not use COUNTY cleaning supplies or equipment. Upon final completion, CONTRACTOR will thoroughly clean-up all areas where work has been involved as mutually agreed with COUNTY Project Manager. If at any time CONTRACTOR fails to clean up the work area to acceptable levels COUNTY will retain outside cleaning services and the actual costs for this service will be deducted from CONTRACTOR'S final payment with the minimum cost of $50.00 to offset COUNTY time for securing services to properly clean and inspect the site.

J. CONTRACTOR will confine all equipment, materials and operations to the site and areas identified in the agreement documents. CONTRACTOR will assume all responsibility for any damage to any such area resulting from the performance of the work.

K. CONTRACTOR is responsible for notifying COUNTY of any hazardous materials used on the work site and providing COUNTY a copy of the Safety Data Sheets (SDS). Any spillage of hazardous chemicals or wastes by CONTRACTOR will be reported immediately to 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 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 COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact COUNTY with a description and location of the condition. The SDS must meet the requirements of 29 C.F.R. 1910.1200(g), and include the following information:

i. Section 1: Identification
ii. Section 2: Hazard(s) identification;
iii. Section 3: Composition/information on ingredients;
iv. Section 4: First-aid measures;
v. Section 5: Fire-fighting measures;
vi. Section 6: Accidental release measures;
vii. Section 7: Handling and storage;
viii. Section 8: Exposure controls / personal protection;
ix. Section 9: Physical and chemical properties;
x. Section 10: Stability and reactivity;
xi. Section 11: Toxicological information;
xii. Section 12: Ecological information;
xiii. Section 13: Disposal considerations;
xiv. Section 14: Transport information;
xv. Section 15: Regulatory information; and
xvi. Section 16: Other information, including date of preparation or last revision. .

FACILITIES PROVISIONS

A. 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 COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities.

B. General Inspection Requirements:

i. CONTRACTOR will furnish COUNTY with every reasonable accommodation for finding out whether the work performed, and materials used are in accordance with the requirements and intent of the agreement documents. If COUNTY so requests, CONTRACTOR will, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, CONTRACTOR will restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable to COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at CONTRACTOR'S expense. However, should the work exposed or examined prove acceptable in the opinion of 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.

ii. If COUNTY fails 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 COUNTY'S later rejection when such defect is discovered, nor obligate COUNTY to final acceptance or payment, and CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.

iii. If, during or prior to construction operations, COUNTY rejects any portion of the work on the grounds that the work or materials are defective, COUNTY will give CONTRACTOR notice of the defect, which notice may be confirmed in writing. CONTRACTOR will then have seven calendar days from the date the notice is given to correct the defective condition. If

CONTRACTOR fails to correct the deficiency within the seven calendar days, COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to CONTRACTOR at CONTRACTOR expense or terminating this Agreement. CONTRACTOR will not assess any additional charges for any conforming action taken by COUNTY. COUNTY will not be responsible to pay for any product or service that does not conform to the agreement documents.

iv. Should 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 agreement documents, within the time indicated in writing, COUNTY may direct CONTRACTOR to correct the unacceptable or defective materials or work at CONTRACTOR'S expense. Any expense incurred by COUNTY, whether direct, indirect, or consequential, in making said repairs, removals, or renewals will be paid for out of any monies due or which may become due to CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the agreement documents, including an appropriate decrease to the agreement 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 CONTRACTOR'S defective work and additional compensation due COUNTY. CONTRACTOR will not be allowed an extension of the term of this Agreement because of any delay in performance attributable to the exercise by COUNTY of COUNTY'S rights and remedies hereunder.

v. If CONTRACTOR fails to honor the change order, COUNTY may terminate this Agreement. In the event COUNTY Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, COUNTY Project Manager will then make a determination if the work will be accepted and remain in place. In this event, COUNTY Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the agreement price for such work or materials necessary to conform to the determination based on COUNTY Project Manager's professional judgment.

vi. When all or a portion of the cost of Services is to be paid by federal, state or another governmental agency, the work will be subject to such inspection by federal, state, or other governmental agency representative, but such inspections will not make the government or agency a party to this agreement.

SERVICE MATERIALS AND STORAGE

A. Unless otherwise specified within the agreement documents, all materials to be used to complete work, except where recycled content is specifically requested, will be new, unused, of recent manufacture, and suitable for its intended purpose. All goods will be assembled, serviced, and ready for operation when delivered. In the event any of the materials supplied by CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to CONTRACTOR at CONTRACTOR'S expense and this Agreement may be terminated, or (2) COUNTY may require CONTRACTOR to replace the materials at CONTRACTOR'S expense.

B. Materials will 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 COUNTY, will not be used in the work, and will be removed from the site by CONTRACTOR at CONTRACTOR'S expense. Until incorporated into the work, materials will be the sole responsibility of CONTRACTOR and 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, CONTRACTOR will furnish a Safety Data Sheet to COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose.

D. All unusable materials and debris will be removed from the premises at the end of each workday and disposed of in an appropriate manner.

TIME FOR COMPLETION AND EXTENSIONS

A. A written notice to proceed or a Purchase Order with instruction is required for CONTRACTOR to schedule or begin work. CONTRACTOR will diligently pursue the completion of the work and coordinate the work being done by its subcontractors and material suppliers, as well as coordinate CONTRACTOR'S work with the work of other contractors so that CONTRACTOR'S work or the work of others will not be delayed or impaired. CONTRACTOR will be solely responsible for all means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the agreement documents.

B. Should CONTRACTOR be obstructed or delayed in the completion of the work because of unforeseeable causes beyond the control of CONTRACTOR, and not due to CONTRACTOR'S fault or neglect, CONTRACTOR will notify COUNTY in writing within 24 hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

C. If CONTRACTOR complies with the 24-hour notice requirement, COUNTY will ascertain the facts and the extent of the delay being claimed and recommend an extension to the agreement time when, in COUNTY'S sole judgment, the findings of fact justify such an extension. CONTRACTOR will cooperate with 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 agreement time may be granted only for those delays which impact CONTRACTOR'S construction schedule. Extensions of agreement time, if approved by COUNTY, must be authorized by written change order.

CHANGES IN THE SCOPE OF SERVICES

A. COUNTY may, by written change order, in accordance with COUNTY Purchasing Policy and Procedures, modify the Scope of Services. For changes requested by CONTRACTOR, CONTRACTOR will prepare and submit change order requests for COUNTY approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes. Both COUNTY and CONTRACTOR will execute the change order. The value of such extra work or change will be determined by the agreement 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 agreement price.

B. If COUNTY and CONTRACTOR are unable to agree on the change order for a requested change, CONTRACTOR agrees to promptly perform the change as directed in writing by COUNTY. If CONTRACTOR disagrees with COUNTY'S adjustment determination, CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter CONTRACTOR might have otherwise had. For work not contemplated by the original agreement, the amount of an increase will be limited to CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment

costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by COUNTY. In such case, CONTRACTOR will keep and present to COUNTY an itemized accounting together with appropriate supporting data.

C. COUNTY will not be liable to CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order will represent full and complete compensation to CONTRACTOR for labor, materials, incidental expenses, overhead, profit, costs, and time associated with the work authorized by such change order.

D. Execution by 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 execution related to items included in the change order.

E. Upon receipt of an approved change order, changes in the Scope of Services will be promptly performed. All changes in work will be performed under the terms and conditions of this Agreement.

F. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by CONTRACTOR.

SALES TAX RECOVERY PROGRAM

In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, 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 COUNTY, the following procedures will apply:

A. COUNTY, through the Office of Facilities Management, shall determine whether COUNTY will directly purchase certain materials required. 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, COUNTY will determine whether it will directly purchase certain materials. COUNTY shall notify CONTRACTOR in writing of the specific materials which are intended to be purchased.

B. Within ten (10) calendar days from receipt of the written notice described above, CONTRACTOR shall advise 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 CONTRACTOR directs that 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 CONTRACTOR requests that COUNTY include in the Purchase Order to the vendor.

C. COUNTY may, but is not required to, provide CONTRACTOR with the proposed Purchase Order for the materials. In that case, CONTRACTOR shall review the Purchase Order for compliance with the Agreement, including, without limitation, the plans, specifications, and Construction Schedule. Within the earlier of five (5) calendar days from the receipt of the proposed Purchase Order or the day prior to the date provided by CONTRACTOR as defined hereinabove, CONTRACTOR shall provide 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 Agreement Documents, including, without limitation, the plans, specifications and Construction Schedule.

D. COUNTY, through the Office of Facilities Management, will place the Order for the materials with the vendor.

E. 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 CONTRACTOR. After the materials are delivered to the location designated by CONTRACTOR, CONTRACTOR will have full responsibility for storage, protection, risk-of-loss, and installation pursuant to the Agreement, including, without limitation, the plans, specifications, and Construction Schedule.

F. The vendor will invoice COUNTY directly for the materials purchased from the vendor. 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, 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 CONTRACTOR. Nothing in this Agreement will revise or modify CONTRACTOR'S responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased, the management of the materials once delivered or the incorporation of the materials into the Work, as provided in the Agreement Documents, including, without limitation, the plans, specifications, and Construction Schedule.

THE PURPOSE OF THE SALES TAX RECOVERY PROGRAM IS TO ACHIEVE COST SAVINGS FOR COUNTY. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE AGREEMENT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF COUNTY.

COUNTY and CONTRACTOR shall execute a written change order described in this Agreement and approved in accordance with COUNTY policy and the Change Order will become a part of the Agreement Documents. CONTRACTOR'S fee will be calculated on the basis that CONTRACTOR, rather than COUNTY, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by COUNTY under this program.

CLAIMS AND DISPUTES

A. Claims by CONTRACTOR will be made in writing to COUNTY within two business days after the commencement of the event giving rise to such claim or CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the Section in this Agreement entitled "Changes in Work."

B. CONTRACTOR will proceed diligently with its performance as directed by COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by COUNTY in writing. COUNTY will continue to make payments on the undisputed portion of the agreement in accordance with the agreement documents during the pendency of any claim.

C. Claims by CONTRACTOR will be resolved in the following manner:

Upon receiving the claim and supporting data, COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, COUNTY will specify the grounds for denial. CONTRACTOR will then have 15 calendar days in which to

provide additional supporting documentation, or to notify COUNTY that the original claim stands as is.

If the claim is not resolved, 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 COUNTY declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake COUNTY, Florida.

Claims by COUNTY against CONTRACTOR will be made in writing to CONTRACTOR as soon as the event leading to the claim is discovered by COUNTY. CONTRACTOR will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, COUNTY will have the option to submit the matter to mediation as set forth in the preceding paragraph above.

Arbitration will not be considered as a means of dispute resolution.

No claim for damages or any claim other than for an extension of time will be made or asserted against COUNTY by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from COUNTY. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR will receive no damages for delay. This provision will not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active interference on the part of COUNTY. Otherwise, CONTRACTOR will be entitled to extensions of the agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ACCEPTANCE OF THE WORK AND FINAL PAYMENT

The work and services rendered under this Agreement will remain the property of CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by COUNTY and will comply with the terms herein, 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.

FINAL INSPECTION

When all materials have been furnished, all work has been performed, and the construction contemplated by this Agreement has been satisfactorily completed, COUNTY will make the final inspection. The final inspection will be completed within five business days of receipt of notification from CONTRACTOR. COUNTY will notify CONTRACTOR, if necessary, of any deficiencies, and CONTRACTOR will correct all deficiencies before final acceptance and payment is made.

MAINTENANCE OF WORK

CONTRACTOR will maintain all work in as-new condition until the final inspection is completed and the work is accepted by COUNTY. All insurance will be maintained until final acceptance by COUNTY.

FINAL ACCEPTANCE

When work or any portion thereof, as designated by COUNTY, is ready for its intended use, COUNTY and any other invited parties will inspect to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. CONTRACTOR

will have 10 calendar days to correct all deficiencies. An $80.00 re-inspection fee will be applied for the third inspection and any required re-inspection thereafter. COUNTY will have the right to exclude CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that CONTRACTOR will have reasonable access for the time allotted by COUNTY to complete or correct items on the punch list.

When the work provided for under this Agreement has been completely performed by CONTRACTOR, and the final inspection has been made by COUNTY, a final invoice will be prepared by CONTRACTOR and submitted with Exhibit E – Final Payment Affidavit. 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 CONTRACTOR in accordance with this Agreement, and after CONTRACTOR has agreed in writing to accept the balance due, as determined by COUNTY, as full settlement of the account under the agreement and of all claims in connection therewith. Occupancy by COUNTY alone does not constitute final acceptance.

WAIVER OF CLAIMS

CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by CONTRACTOR against COUNTY arising out of the Agreement or otherwise related work, except those previously made in writing and identified by CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by COUNTY will be deemed a waiver of COUNTY'S rights to enforce any continuing obligations of CONTRACTOR or to the recovery of damages for defective work not discovered by COUNTY at the time of final inspection.

TERMINATION OF CONTRACTOR'S RESPONSIBILITIES

This Agreement will be considered complete when all work has been completed and accepted by COUNTY and all warranty periods have expired. CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

RECOVERY RIGHTS SUBSEQUENT TO FINAL PAYMENT

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 CONTRACTOR be discovered after the final payment has been made, to claim and recover from 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 COUNTY.

WARRANTIES

A. All warranties will begin on the date of COUNTY'S acceptance which will be the date final payment is issued to CONTRACTOR and will last for a period of 12 months unless otherwise specified in the Scope of Services, plans or specifications. CONTRACTOR will obtain and assign to COUNTY all express warranties given to CONTRACTOR or any subcontractors by any material suppliers, equipment, or fixtures to be incorporated.

B. CONTRACTOR warrants to COUNTY that any materials and equipment furnished under the Agreement Documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the Agreement Documents. CONTRACTOR warrants to COUNTY that all materials and equipment furnished under the Agreement 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 CONTRACTOR is still under agreement at the time of the defect. These warranties are in addition to those implied warranties to which COUNTY is entitled as a matter of law.

C. 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 60 days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to 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 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 COUNTY.

D. CONTRACTOR will be responsible for promptly correcting any deficiency, at no cost to COUNTY, within five (5) calendar days after COUNTY notifies CONTRACTOR of such deficiency in writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, 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 COUNTY within five calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, 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 COUNTY for this work or items, either through a credit memorandum or through invoicing.

E. Liquidated Damages: If the deficiencies have been noted and the remedies have not been completed within the contracted time, COUNTY may send out a notification notifying CONTRACTOR of an assessment of Liquidated Damages. COUNTY and CONTRACTOR recognize that, since time is of the essence for this Agreement, COUNTY will suffer financial loss if the work is not completed within the time specified. COUNTY will be entitled to assess Liquidated Damages, not a penalty, for each calendar day. Work will be deemed to be completed on the date the work is considered complete to the satisfaction of COUNTY. 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 COUNTY'S actual damages at the time of contracting if CONTRACTOR fails to complete the work in a timely manner. 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

F. 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.

SANITATION

If work does not involve interior work, CONTRACTOR will be required to provide and maintain adequate sanitary conveniences for the use of persons employed. These conveniences will be always maintained without nuisance, and the use will be strictly enforced. The location of these conveniences will be subject to COUNTY Project Manager's approval. All such facilities will be installed and maintained by CONTRACTOR in accordance with applicable federal, state, and local laws.

SUBMITTALS AND EQUAL PRODUCTS

A. Submittals of products required hereunder, will be supplied to COUNTY by CONTRACTOR for pre-approval prior to the start of the work. These documents will be provided to COUNTY at least one week before the installation.

B. If a product or service requested by COUNTY 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 CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by CONTRACTOR to COUNTY. COUNTY will decide 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 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 CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished will be clearly identified. A formal submittal for the alternate/shop drawings will be submitted. The evaluation of the alternate and the determination on acceptability of the alternate product or service will be the responsibility of COUNTY and will be based upon information furnished by CONTRACTOR. COUNTY will not be responsible for locating or securing any information which is not included in CONTRACTOR'S response. To ensure that sufficient information is available, CONTRACTOR will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so 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.

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 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 COUNTY by other agencies having jurisdiction, 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

RETURN OF MATERIALS

Upon the request of COUNTY, but in any event upon termination of this Agreement, CONTRACTOR will surrender to COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the work hereunder, that were furnished to CONTRACTOR by COUNTY pursuant to this Agreement.

RETAINING OTHER CONTRACTORS

Nothing herein will be deemed to preclude COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the work provided under this Agreement. While COUNTY has listed all major items which are utilized by COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor, or to acquire the items through a separate solicitation.

ACCURACY

During this Agreement, CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all work furnished hereunder. CONTRACTOR will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in resulting from work provided herein.

BUSINESS HOURS OF OPERATION

Unless otherwise specified in the technical specifications, all work performed will be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work will be performed on Saturdays, Sundays, or COUNTY Holidays, unless permission to work has been requested in writing by CONTRACTOR and approval, in writing, has been granted by COUNTY. Request for permission to work must be received by COUNTY no less than two 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 would apply. COUNTY Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; 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 CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, COUNTY may assess CONTRACTOR the sum of $250.00 per person per day for

each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

PROTECTION OF PROPERTY

A. All existing structures, utilities, services, roads, trees, shrubbery, and property in which COUNTY has an interest will be protected against damage or interrupted services at all times by CONTRACTOR during the term of this Agreement, and CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of COUNTY which is damaged by reason of CONTRACTOR'S operation on the property. In the event CONTRACTOR fails to comply with these requirements, COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. All items damaged because 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 will either be repaired or replaced by CONTRACTOR, at CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of COUNTY.

B. If work is to be completed within COUNTY facilities, CONTRACTOR will be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of CONTRACTOR'S operation within the property. In the event CONTRACTOR fails to comply with these requirements, COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of COUNTY, including but not limited to personal items and furniture will either be repaired or replaced by CONTRACTOR, at CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of COUNTY.

C. CONTRACTOR will be responsible for re-grading and re-sodding any areas that are disturbed by CONTRACTOR while the work is completed.

RISK OF LOSS/ACCIDENT NOTIFICATION

CONTRACTOR assumes the risk of loss of damage to COUNTY's property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to COUNTY. CONTRACTOR will immediately repair, replace, or make good on the loss or damage without cost to COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party. If while completing work as part of this Agreement there is an accident that involves the public, CONTRACTOR will as soon as possible inform COUNTY of the incident by telephone. CONTRACTOR will follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, CONTRACTOR will forward a copy of the report to COUNTY.

[The remainder of this page is intentionally blank.]

Design Inspiration

The core playground equipment included in the design was selected directly from the specifications and layout provided in your bid document. My goal throughout the design process was to remain consistent with the equipment types, layout intent, and overall vision outlined in those specifications while presenting a cohesive and functional playground plan. I put the Burke spin on it and have thoughtfully enhanced the playground with an inclusive feature and a theme that reflects the character of the complex.

I incorporated one enhancement to further support inclusive play opportunities. The design includes **The 360 Loop®** (pictured above), which is a breakthrough in universal playground design. This feature combines a transfer station, climber, and slide into one inclusive play experience. It allows children — especially those transferring from mobility devices — to move independently and take control of their play experience. The structure includes a straight slide with a specially designed extended runout that promotes comfort and confidence, along with an inclusive climber that features ergonomic design to support children as they ascend.

Because the playground is located within a large sports complex that hosts many sports teams, the overall theme of the design was intentionally centered around sports and active play. Children can climb across 4 baseballs from **ID Sculpture** as an optional entrance to the playground. The goal was to create a playground that visually and functionally complements the surrounding athletic facilities while still providing engaging play value for children of all abilities.

This design was fun & intended to provide fun, promote physical fitness, and encourage social interaction. Please see 3D images attached.

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

NORTH LAKE REGIONAL PARK

PROPOSAL #: 170-214123-1

IMAGINATIVE PLAY

Imagination is an important part of child development. Often in play, children learn important life skills that transcend the playground. Skills such as understanding, empathy and working toward a common goal are all practiced in imaginative play.

SOCIALIZATION

Children socialize and learn important skills such as empathy and communication through play. Providing a space where children of all abilities can play side by side is important for everyone.

Florida Recreational Products

3D Designer: Kendra

COGNITIVE

So many life skills are learned through play! Skills such as cognitive planning, mastering new concepts, problem solving and expression are developed naturally through play events like climbing, sliding and spinning.

CLIMBING

Climbing brings adventure and challenge to the playground while providing necessary developmental benefits such as balance, agility, upper and lower body strength and decision-making skills! When children climb, they develop confidence and take age appropriate risks that help build skills that will help them throughout their lives.

PLAY VARIETY

This design offers the perfect solution for a great playspace and ensures that the necessary and age-appropriate play components are included. With various slides, climbers and spinning events, kids will be able to enhance physical fitness while having fun playing.

SLIDING

Play equity is redefined with the latest play innovation – the 360™ Loop. This slide, transfer, climber combination allows for children of all abilities to have control over their play experience and be able to play and move independently in an all-new way.

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NORTH LAKE REGIONAL PARK

PROPOSAL #: 170-214123-1

Florida Recreational Products

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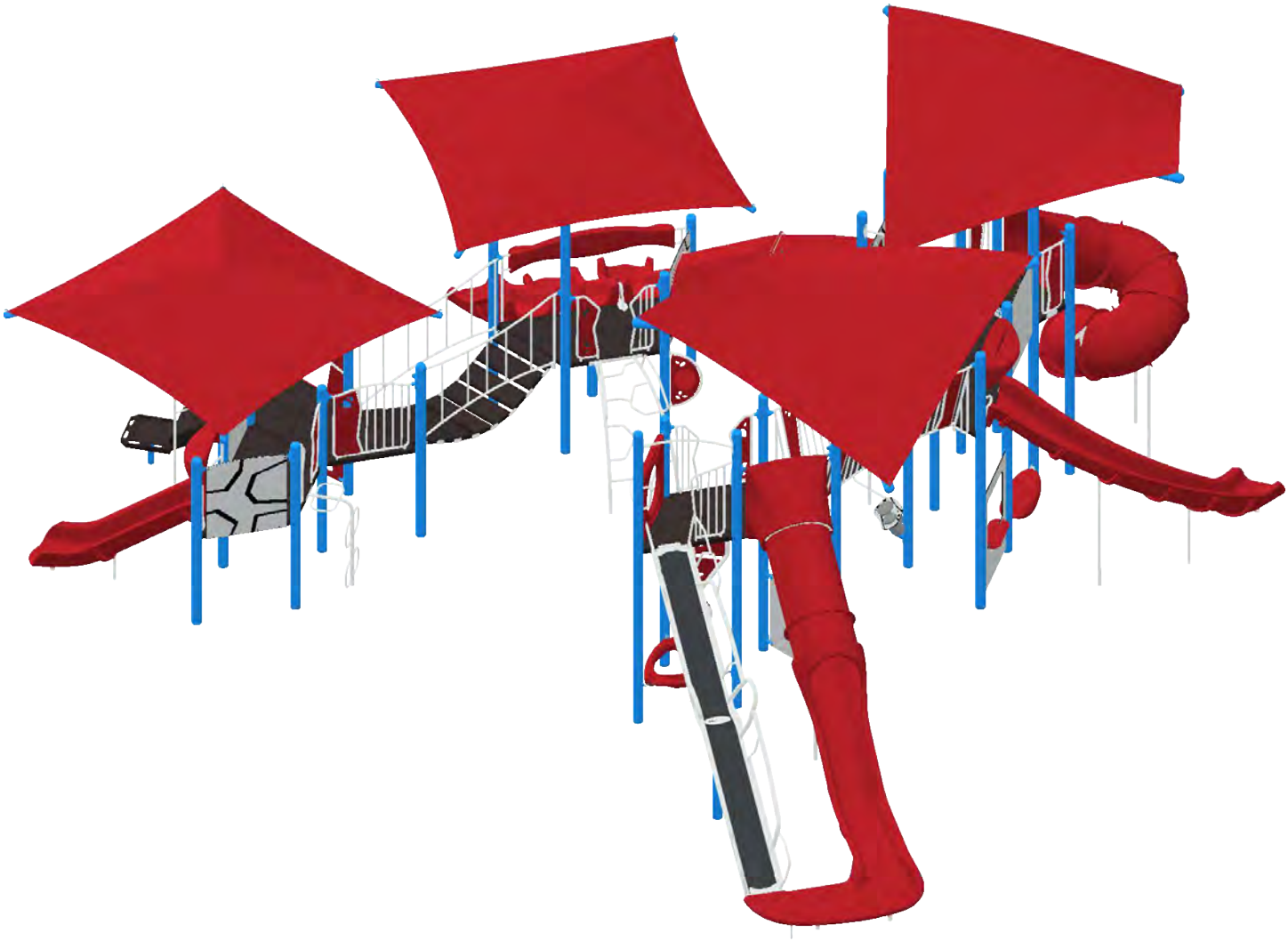
PLAYGROUND EQUIPMENT - NORTH LAKE R

40730 Roger Giles Rd | Umatilla, FL 32784-7959



Florida Recreational Products LLC
2310 S HWY 77-Suite 110 | Lynn Haven, FL 32444 | 850-890-5783

Florida Recreational Products

Proposal 170-214123-1 | 3/4/2026

FEATURED PLAY EVENTS

COBRA SLIDE® CORKSCREW
Excitement can't be contained when it comes to COBRA SLIDES! They are twisting, turning, in and out of light and SO MUCH FUN! Fun aside, sliding has a variety of developmental benefits ranging from core strength and balance to taking turns and imagination.

Centipede Climber
Climbers provide several developmental benefits to children, building upper body strength along with boosting balance and coordination while they play.

Beta Climber
Climbers provide several developmental benefits to children, building upper body strength along with boosting balance and coordination while they play.

FEATURED PLAY EVENTS

3-In-A-Row Panel
Play panels offer opportunities for all children to develop skills, have fun and spend time learning outside. 3-In-A-Row is a way to bring games to the playground and teach cooperation.

CRESCENT DRUM PANEL
Create the perfect play area for children with Burke's Interactive Play Panels. The play panels encourage exploration, interaction and develop fine-motor skills for children with all abilities.

Evolution Arched Catwalk Bridge
Intricate climbers. Fast slides. The Next Evolution in Play is here. The Nucleus Evolution collection will move children to experience adventure, develop narratives and create experiences like no one has seen on the playground before.

DESIGN SUMMARY

Florida Recreational Products LLC is very pleased to present this Proposal for consideration for the Playground Equipment - North Lake R located in Umatilla. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Lake County. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Playground Equipment - North Lake R
- Project Number: 170-214123-1
- User Capacity: 123
- Age Groups: 5 to 12
- Dimensions: 59' 8" x 52' 7"
- Designer: Payton Jens

Florida Recreational Products LLC has developed a custom playground configuration based on the requirements as they have been presented for the Playground Equipment - North Lake R playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 170-214123-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Playground Equipment - North Lake R project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

SERIES Nucleus

GROUP: Structure

DESIGNED FOR AGES: 5 to 12

Playground Equipment - North Lake R

Umatilla, FL 32784-7959

Burke — PLAY THAT MOVES YOU.

Florida Recreational Products LLC

170-214123-1

Designer: Payton Jens

03/04/2026

SITE PLAN VIEW

PLEASE NOTE: APPROPRIATE SPACING/PLACEMENT OF PLAY–FUNCTIONAL LINK TO EQUIPMENT BY OTHERS TO BE VERIFIED DURING INSTALL.

OVERALL BOUNDING OF USE ZONES
Area: 3130.9 sq.ft.
Perimeter: 224.3 ft.
STRUCTURE SIZE: 52' 7"x59' 8"
POST SIZE(S): 6"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

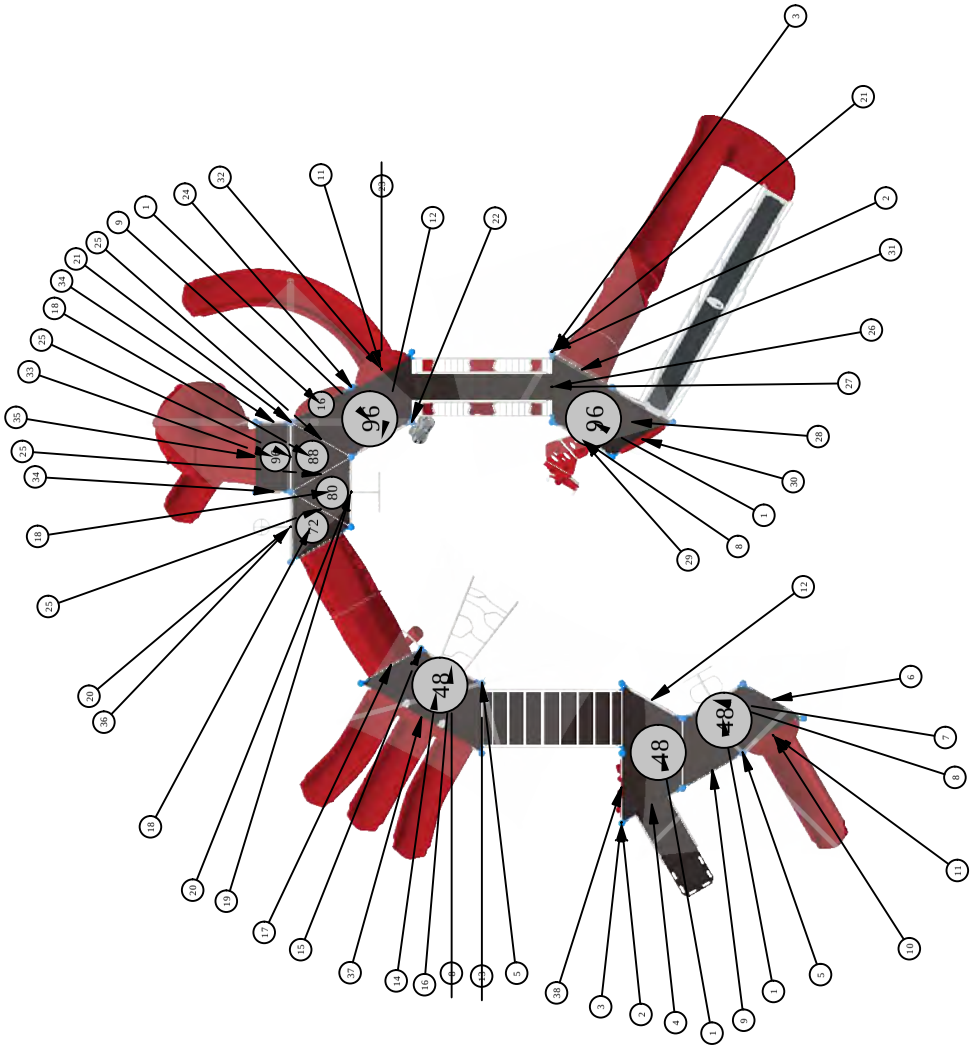
PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
24	18 / 9	18 / 0	0 / 0	6 / 6	3 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

ITEM	COMP.	DESCRIPTION
1	270-0132	HALF HEXAGON PLATFORM
2	670-1000	METAL STRUCTURE ID LABEL
3	670-0512	METAL 5-12 WARNING LABEL
4	370-1659	TRANSFER STATION, HANDRAIL 48"
5	470-0962	12' X 12' SHADEPLAY SINGLE POST PYRAMID
6	570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM
7	370-0856	CENTIPEDE CLIMBER 48-56 W/O ENCL
8	270-0120	EVOLUTION UNITARY ENCLOSURE
9	570-2634	CUSTOM CURVED 41 2 SIDED
10	470-0996	VIPER ST 48
11	470-0805	SLIDE HOOD, HIGH SIDE WALL
12	570-0100	EVOLUTION BARRIER
13	270-0188	LONG BUCKLE BRIDGE W/GUARDRAILS
14	270-0236	VIPER SLIDE HALF HEX PLATFORM
15	570-2704	DRUM CRESCENT PANEL
16	370-1681	BETA CLIMBER 48"-56"
17	570-0073	8' VISIO PASSAGE TUNNEL 24" OFFSET
18	270-0129	TRIANGLE PLATFORM
19	370-1685	SNAKE CLIMBER 80"-96"
20	270-0121	EVOLUTION STANCHION
21	470-0961	16' SHADEPLAY SINGLE POST HYPAR
22	570-2757	PLAYENSEMBLE POST BONGO SET
23	570-0701	CUSTOM PANEL 56 WITH COUNTER
24	470-0128	FLYLOW POD
25	270-0009	8" CLOSURE PLATE, ELLIPSE
26	270-0123	EVOLUTION ARCHED CATWALK BRIDGE
27	570-2639	CUSTOM CURVED 41 2 SIDED BELOW PLATFORM
28	570-1884	TRIGON SPOT
29	370-0236	FORMIS LADDER 96
30	570-0779	BUBBLE WINDOW PANEL
31	470-0989	360 LOOP, 96"
32	470-1054	VIPER L2 96
33	270-0290	HALF PLATFORM
34	570-0072	EVOLUTION HALF BARRIER
35	470-0108	COBRA SLIDE CORKSCREW RIGHT 96"
36	370-0051	COIL CLIMBER 56"-72"
37	470-0998	VIPER III RL 48
38	370-0290	CLIFF CREST CLIMBER, 48"



SERIES Nucleus

COMPONENT VIEW

GROUP:
Structure

DESIGNED FOR AGES:
5 to 12

Playground Equipment - North Lake R

Umatilla, FL 32784-7959

03/04/2026

Florida Recreational Products LLC

170-214123-1

Designer: Payton Jens

SERIES Nucleus

GROUP:
Structure

DESIGNED FOR AGES:
5 to 12

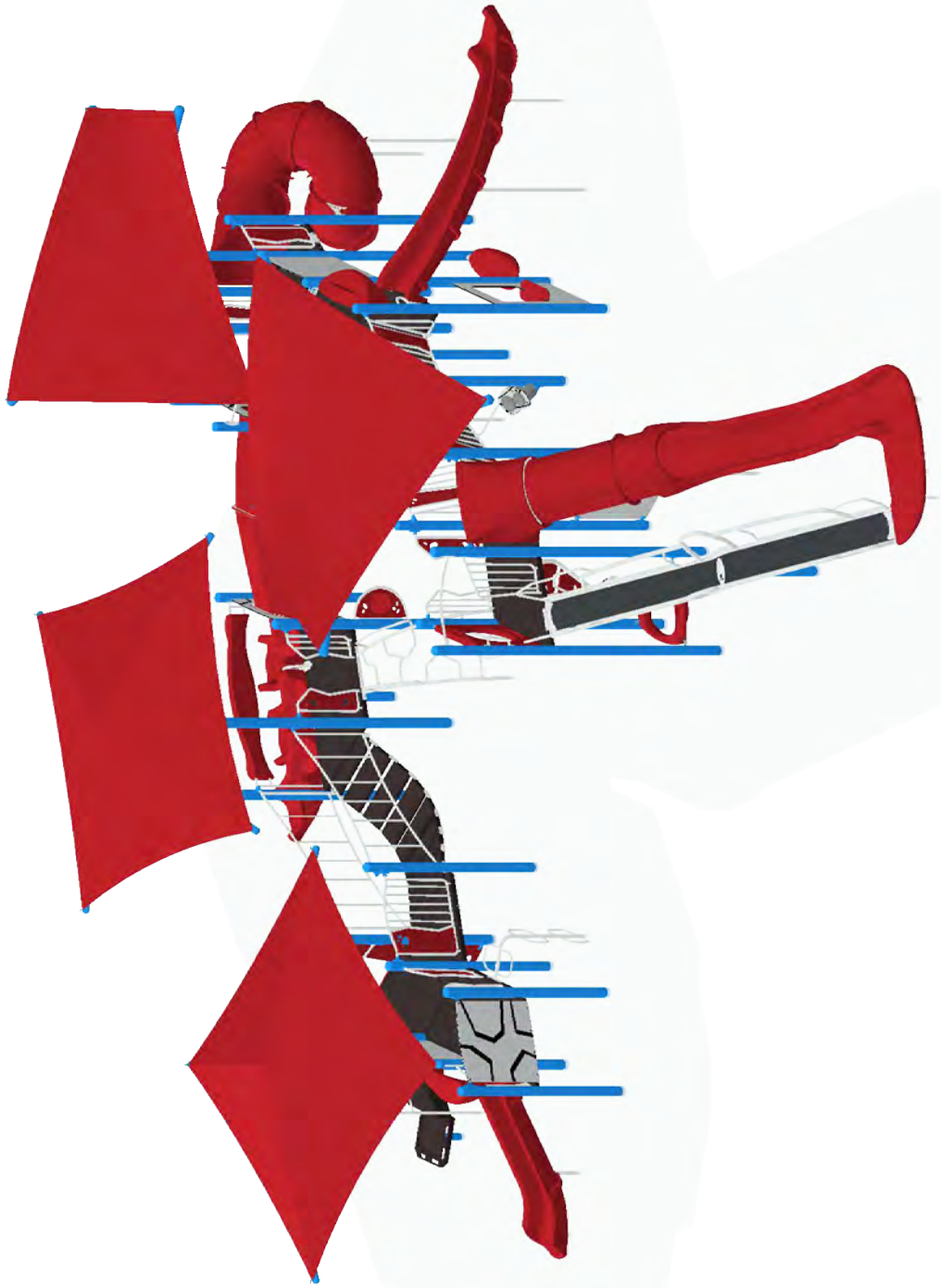
Playground Equipment - North Lake R
Umatilla, FL 32784-7959

Burke
PLAY THAT MOVES YOU

ELEVATION VIEW

03/04/2026

Florida Recreational Products LLC
170-214123-1
Designer: Payton Jens



SERIES Nucleus

ISOMETRIC VIEW

GROUP:
Structure

DESIGNED FOR AGES:
5 to 12

Playground Equipment - North Lake R

Umatilla, FL 32784-7959

Burke
PLAY THAT MOVES YOU.

03/04/2026

Florida Recreational Products LLC

170-214123-1

Designer: Payton Jens

COLORS THAT MOVE YOU

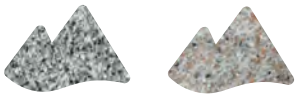
POWDER COAT PAINT

PLATFORMS

SOLIS HUE TOPPERS

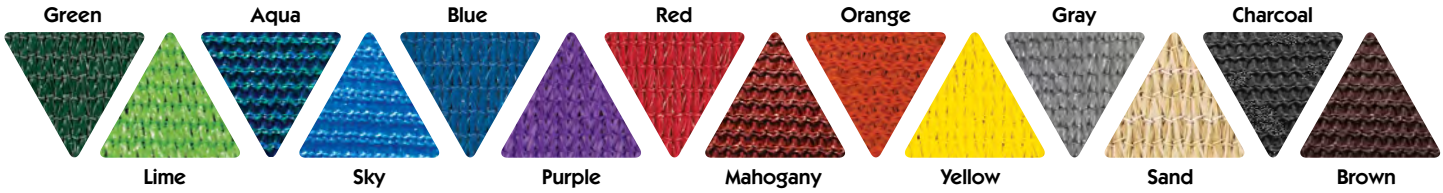
TRADITIONAL SERIES SITE AMENITIES

ROCKIT CLIMBERS

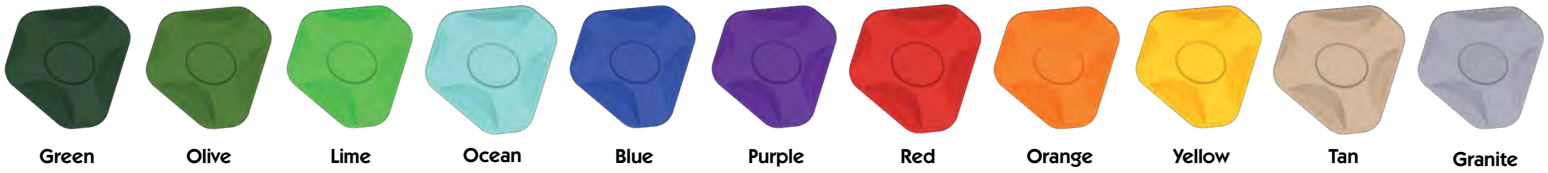


HDPE PLASTIC PANELS

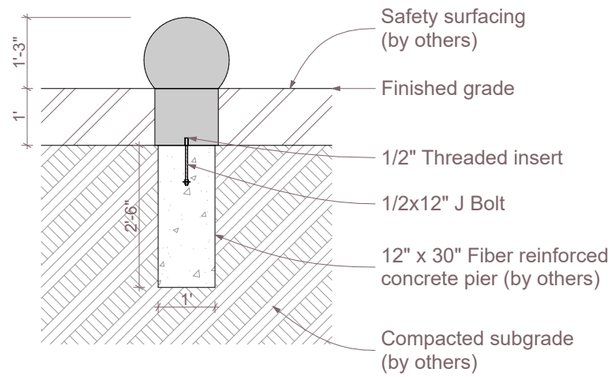
SHADE CANOPIES



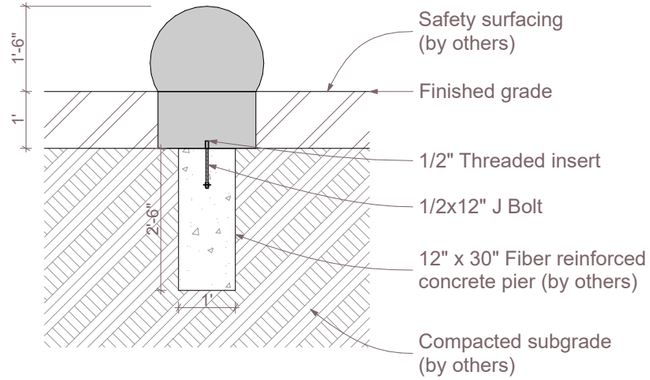
ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!



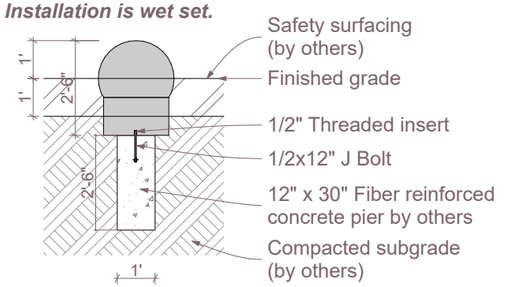
Baseball Stepper MED
SC184-2



Baseball Stepper LRG
SC184-3

Installation Note: Max Fall Height above TPS:
2-5: 20"
5-12: 30"

Installation Note: Finished height of stepping forms may be varied by lowering concrete footing.
Installation is wet set.

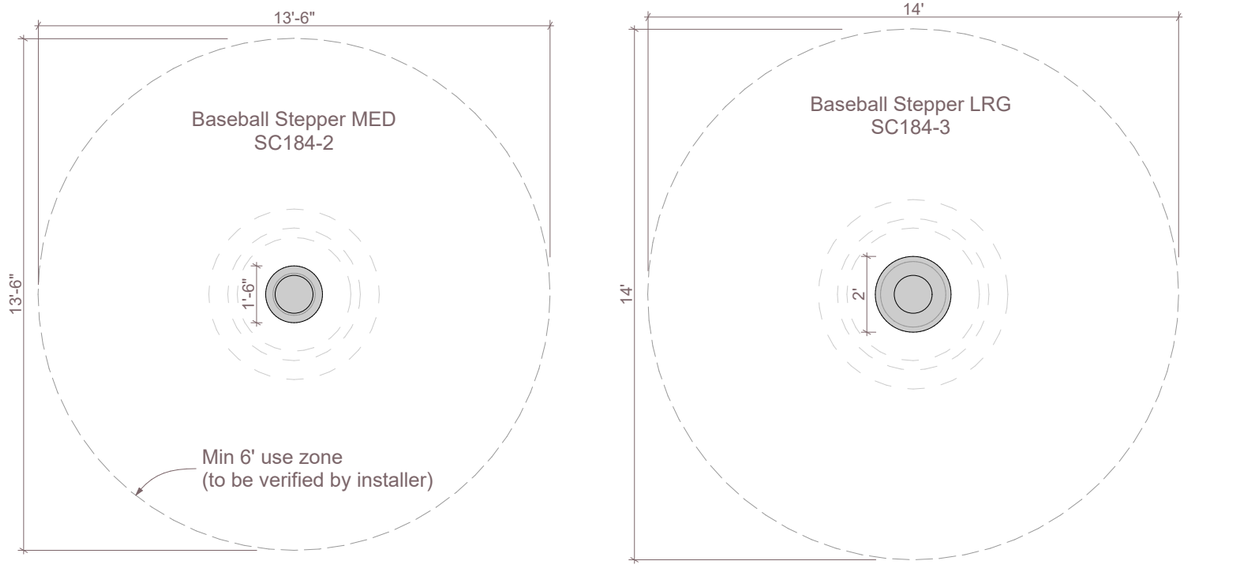


1 Section
SCALE: 3/8" = 1'-0"

0 2' 4' 6'

2 Detail
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

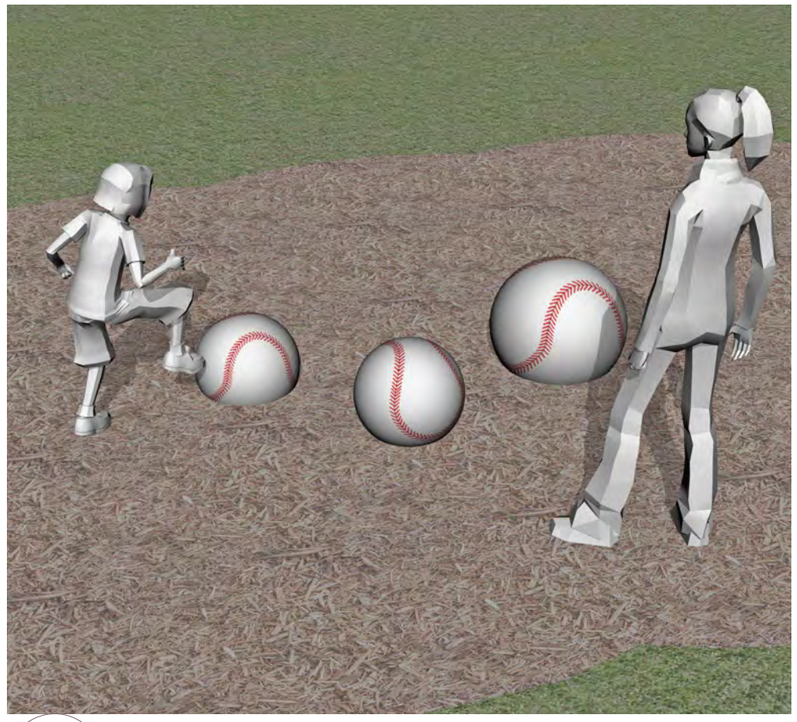


Use zones
(to be verified by installer)

+6'-0"-unlinked play-all ages
+1'-6"-maximum- 5-12 years old
+1'-0"-maximum- 2-5 years old
+9"-minimum

3 Plan
SCALE: 1/4" = 1'-0"

0 2' 4' 8'



4 Baseball Steppers_SC184

ID SCULPTURE
PLAY. CLIMB. EXPLORE.

Baseball Steppers

SC184

Age Group: 2-5

100% CONSTRUCTION DRAWINGS

All IDS projects are designed to meet or exceed ASTM 1487. Please consult ASTM 1487 for required hazard warning and signage specifications.
Not all equipment may be appropriate for all children.
Supervision is required.
ASTM compliant safety surfacing is required under and around all play equipment.
The Americans with Disabilities Act (ADA) may require your play area to be accesible, please consult with an ADA professional to ensure compliance.

Date
12/30/2025

Sheet #
A.01.1

Drawing Title
Layout

Approved By / Date:

591 South Boulevard Street
Gunnison, Colorado 81230
IDS hello@idsculpture.com

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

DATE: 04/27/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Other
THRU: **ITEM ID:** 42929
BY: Michael Fitzgerald, Office of Planning & Zoning Director
SUBJECT: Adoption of the Second Amendment to the Joint Planning Area Agreement between the City of Groveland and Lake County

---

RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval of the second amendment to the Joint Planning Agreement (JPA) between the City of Groveland and Lake County. There is no fiscal impact.

BACKGROUND SUMMARY: On May 5, 2025, the City of Groveland adopted Resolution 2025-20, Adoption of a Joint Planning Agreement between the City of Groveland and Lake County. Pursuant to the provisions of the Joint Planning Agreement, a Road Transfer Agreement must be executed, or the JPA will automatically terminate. On November 4, 2025, the parties did execute a First Amendment to the Joint Planning Agreement to extend the termination date since a Road Transfer Agreement had not yet been approved. On April 20, 2026, the City of Groveland adopted Resolution 2026-19, Adoption of Second Amendment to Joint Planning Area Agreement, to extend the deadline for completion of the Road Transfer Agreement to December 31, 2026.

There is no fiscal impact.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	JPA_Groveland 2nd Amendment Executed_04.20.2026
2.	Resolution 2026-19 JPA
3.	Groveland JPA_EXE_5.20.2025
4.	First Amend. to JPA Agr w. Groveland_EXE

STAFF APPROVALS AND DATES:

Michael Fitzgerald	Created/Initiated - 04/27/2026
Sheri Hutchinson	Approved - 04/27/2026
David Eichinger	Approved - 04/27/2026
Michael Fitzgerald	Approved - 04/27/2026

Kathleen Dial	Approved - 04/27/2026
Ron Falanga	Approved - 04/27/2026
Kandace Pourbaix	Approved - 04/27/2026
Miranda Lanoue	Approved - 04/27/2026
Jaime Stewart	Approved - 04/27/2026
Melanie Marsh	Approved - 05/04/2026
Jennifer Barker	Approved - 05/05/2026
Marisol Saldana	Final Approval - 05/05/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

SECOND AMENDMENT TO JOINT PLANNING AREA AGREEMENT
(Lake County and the City of Groveland)

This **SECOND AMENDMENT TO JOINT PLANNING AREA AGREEMENT** ("Agreement") is made and entered into by and between Lake County, Florida, a political subdivision of the State of Florida, ("COUNTY") and the City of Groveland, a Florida municipal corporation ("CITY").

PREAMBLE

WHEREAS, the CITY and the COUNTY recognize that proper intergovernmental cooperation and coordination are essential for sound growth management; and

WHEREAS, the CITY and the COUNTY seek to have compatible land uses adjacent to their common boundaries, and ensure meaningful communication and evaluation during development review by establishing a coordinated process; and

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, the Community Planning Act (the "Act"), the CITY and the COUNTY adopted and subsequently amended Comprehensive Plans (the "Comprehensive Plan(s)"); and

WHEREAS, the CITY'S and the COUNTY'S Comprehensive Plans contain goals, policies, and objectives that call for the creation of interlocal agreements which deal with annexations, services delivery, and joint land use planning; and

WHEREAS, the CITY and the COUNTY recognize that joint planning for the growth and development of their respective jurisdictions regarding all matters of common impact and interest is consistent with State law and serves the public interest; and

WHEREAS, the CITY and the COUNTY are desirous of engaging in joint efforts to comprehensively plan certain areas within the municipal limits of the City of Groveland, as well as certain areas located adjacent to or in proximity of the municipal limits, all within the boundaries of Lake County, Florida (the "Joint Planning Area" or the "JPA"); and

WHEREAS, the CITY and the COUNTY seek to have compatible land uses adjacent to their common boundaries; and

WHEREAS, the CITY and the COUNTY wish to agree on certain procedures for the timely review and processing of annexation and development proposals within the JPA; and

WHEREAS, there is no intent for the Joint Planning Agreement to restrict the CITY'S authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for lands within the corporate boundaries of the CITY or within the JPA should the CITY annex such lands; and

WHEREAS, there is no intent for this Amendment to Joint Planning Agreement (this "Amendment") to restrict the COUNTY'S authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for unincorporated areas within the JPA; and

WHEREAS, the Joint Planning Agreement entered May 20, 2025, provides a basis for the evaluation of future development applications and annexation proposals as well as for the adequate provision of public services; and

WHEREAS, the CITY and the COUNTY wish to identify a joint planning area and have determined that this Amendment will foster intergovernmental coordination and cooperation, economical provision of services, including utilities, and adequate utilization of existing and proposed infrastructure; and

WHEREAS, this Amendment provides the CITY and the COUNTY with ample opportunities for renegotiation in response to changed circumstances, including the ability to see refinement or expansion of the Joint Planning Area; and

WHEREAS, public hearings with due public notice have been held by the CITY and the COUNTY prior to approval of this Amendment and as set forth in Section 163.3171(3), Florida Statutes; and

WHEREAS, it is the intent of the CITY and the COUNTY that this Amendment shall be immediately applicable to any issuance of a Development Order, as defined in Article II of the Joint Planning Agreement, for a parcel of land located in the JPA, and submitted to the CITY or the COUNTY after the effective date of this Agreement; and

WHEREAS, this Amendment will facilitate the flow of information regarding land development issues between the CITY and the COUNTY; and

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the COUNTY possesses Home Rule powers pursuant to Article VIII, Section 1(b), of the Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, is to "permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities."; and

WHEREAS, the CITY and the COUNTY find that the benefits of intergovernmental communications and coordination will accrue benefit to its respective citizens.

WHEREAS, the parties entered into the Joint Planning Agreement on May 20, 2025, under the authority of Article VIII of the Florida Constitution and Sections 125.01, 163.3171, 163.3177, and 166.021, Florida Statutes (2022); and

WHEREAS, on November 4, 2025, the parties did execute a First Amendment to Joint Planning Agreement to extend the termination date since a Road Transfer Agreement had not yet been approved; and

WHEREAS, the parties now intend to amend the Joint Planning Agreement to again extend the termination date since a Road Transfer Agreement has not yet been finalized.

NOW THEREFORE, in consideration of the mutual covenants set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

Section 2. **Amendment.** Article V – Specific Developmental and Environmental Considerations, Paragraph 2.E, shall be amended to read as follows:

ARTICLE V – SPECIFIC DEVELOPMENTAL AND ENVIRONMENTAL CONSIDERATIONS

(All other provisions within Article V shall remain the same)

2. Transportation Planning.

*****

E. The COUNTY will transfer ownership, jurisdiction and maintenance responsibilities of the roadways or segments thereof, and associated drainage facilities and sidewalks, identified in a **Road Transfer Agreement**, to the CITY, and the CITY shall accept those roadways or segments thereof, by separate agreement entered into between the parties. A Road Transfer Agreement must be executed ~~within one (1) year of the adoption of this JPA~~ no later than December 31, 2026. If a Road Transfer Agreement is not agreed upon in the allotted timeframe, this JPA will automatically terminate. Any agreement to transfer a roadway or segment thereof will set forth the terms and conditions precedent to such transfer. A segment of roadway is defined as a road between intersections of a publicly maintained (state, county, city) roadway. Transfer will be by separate agreement entered into between the parties which will set forth the terms and conditions precedent to such transfer, or by affidavit where appropriate.

*****

Section 3. **Amendment.** Article VI – General Provisions, Paragraph 7, shall be amended to read as follows:

ARTICLE VI – GENERAL PROVISIONS

(All other provisions within Article VI shall remain the same)

7. Termination and Amendment. This Agreement shall be effective ~~for a term of one (1) year from the Effective Date~~ through December 31, 2026. In the event both parties approve a Road Transfer Agreement ~~within the initial one (1) year term~~ on or before December 31, 2026, then this Agreement shall renew automatically for a ten (10) year term from the date of the last part executes the Road Transfer Agreement, and shall automatically renew every ten (10) years thereafter, unless it is terminated upon a party providing 180 days written notice to the non-terminating party. This Agreement may be amended at any time provided both parties authorize said amendment. Except as provided for herein, no amendment or termination of this Agreement shall be binding on either party unless a written instrument terminating or amending this Agreement is executed by the Mayor and COUNTY Commission Chairman after being duly authorized to do so by their respective governing bodies, and such termination or amendment shall not be effective until after it has been filed with the Clerk of the Circuit Court of Lake County, Florida.

Section 4. Other Provisions. All other provisions of the original Joint Planning Agreement approved May 20, 2025, shall remain the same unless otherwise amended through formal written agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto 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, authorized to execute same and by the City of Groveland, through its duly authorized representative.

(Signatures to Follow)

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

CITY OF GROVELAND, FLORIDA

Keith Keogh, Mayor

This 20th day of April, 2026.

ATTEST:

GROVELAND SEAL FLORIDA

Virgina Wright, City Clerk

Approved as to form and legality:

Sandy Minkoff

Anita Geraci-Carver, City Attorney

RESOLUTION 2026-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA APPROVING THE SECOND AMENDMENT TO JOINT PLANNING AREA AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF GROVELAND TO EXTEND THE TIMEFRAME FOR ENTERING INTO A ROAD TRANSFER AGREEMENT TO ONE YEAR; PROVIDING DIRECTIONS TO THE CITY CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Groveland and Lake County entered into the Joint Planning Agreement on May 20, 2025, under the authority of Article VIII of the Florida Constitution and Sections 125.01, 163.3171, 163.3177, and 166.021, Floirda Statutes; and

WHEREAS, on November 4, 2025, the City and Council executed a First Amendment to Joint Planning Agreement to extend the termination date since a Road Transfer Agreement had not yet been approved; and

WHEREAS, the City and County have been in discussions concerning the terms and conditions of a road transfer agreement as contemplated in section 2, Article V of the Joint Planning Agreement; however, additional time is necessary before an agreement is finalized for consideration by the City Council and Board of County Commissioners; and

WHEREAS, the Joint Planning Agreement as amended in the First Amendment to Joint Planning Agreement provides for its termination if a road transfer agreement is not executed by May 20, 2026; and

WHEREAS, the City and County desire to extend the time period to enter into a road transfer agreement to December 31, 2026; and

WHEREAS, the City Council desires to approve the Second Amendment to Joint Planning Area Agreement with Lake County, Florida.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Groveland, Florida, as follows:

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.

2. The Second Amendment to Joint Planning Area Agreement (*Lake County and the City of Groveland*), a copy of which is attached hereto and incorporated herein, is adopted.

3. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution and two copies of the Second Amendment to Joint Planning Area Agreement, by United States mail to the County Attorney of Lake County.

4. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED in regular session of the City Council of the City of Groveland, Lake County, Florida, this 20th day of April, 2026.

Keith Keogh, Mayor
City of Groveland, Florida

ATTEST:

Virginia Wright, City Clerk

Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading 4-20-2026

Council Member Vice Mayor Gaines moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member Shylkofski and upon roll call on the motion the vote was as follows:

	YEA	NAY
Amy Jo Carroll	✓	
Barbara Gaines	✓	
Michael Jaycox		
Keith Keogh	✓	
Stephen Shylkofski	✓	

JOINT PLANNING AREA AGREEMENT
(Lake County and the City of Groveland)

This **JOINT PLANNING AREA AGREEMENT** ("Agreement") is made and entered into by and between Lake County, Florida, a political subdivision of the State of Florida, ("COUNTY") and the City of Groveland, a Florida municipal corporation ("CITY").

PREAMBLE

WHEREAS, the CITY and the COUNTY recognize that proper intergovernmental cooperation and coordination are essential for sound growth management; and

WHEREAS, the CITY and the COUNTY seek to have compatible land uses adjacent to their common boundaries, and ensure meaningful communication and evaluation during development review by establishing a coordinated process; and

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, the Community Planning Act (the "Act"), the CITY and the COUNTY adopted and subsequently amended Comprehensive Plans (the "Comprehensive Plan(s)"); and

WHEREAS, the CITY'S and the COUNTY'S Comprehensive Plans contain goals, policies, and objectives that call for the creation of interlocal agreements which deal with annexations, services delivery, and joint land use planning; and

WHEREAS, the CITY and the COUNTY recognize that joint planning for the growth and development of their respective jurisdictions regarding all matters of common impact and interest is consistent with State law and serves the public interest; and

WHEREAS, the CITY and the COUNTY are desirous of engaging in joint efforts to comprehensively plan certain areas within the municipal limits of the City of Groveland and as well as certain areas located adjacent to or in proximity of the municipal limits, all within the boundaries of Lake County, Florida (the "Joint Planning Area" or the "JPA"); and

WHEREAS, the CITY and the COUNTY seek to have compatible land uses adjacent to their common boundaries; and

WHEREAS, the CITY and the COUNTY wish to agree on certain procedures for the timely review and processing of annexation and development proposals within the JPA; and

WHEREAS, there is no intent for this Agreement to restrict the CITY's authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for lands within the corporate boundaries of the CITY or within the JPA should the CITY annex such lands; and

WHEREAS, there is no intent for this Agreement to restrict the COUNTY'S authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations

consistent with the provisions contained herein, or otherwise to make land use decisions for unincorporated areas within the JPA; and

WHEREAS, this joint planning agreement (this "Agreement") will provide a basis for the evaluation of future development applications and annexation proposals as well as for the adequate provision of public services; and

WHEREAS, the CITY and the COUNTY wish to identify a joint planning area and have determined that a joint planning agreement will foster intergovernmental coordination and cooperation, economical provision of services, including utilities, and adequate utilization of existing and proposed infrastructure; and

WHEREAS, this Agreement provides the CITY and the COUNTY with ample opportunities for renegotiation in response to changed circumstances, including the ability to see refinement or expansion of the Joint Planning Area; and

WHEREAS, public hearings with due public notice have been held by the CITY and the COUNTY prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida Statutes; and

WHEREAS, it is the intent of the CITY and the COUNTY that this Agreement shall be immediately applicable to any issuance of a Development Order, as defined in Article II of this Agreement, for a parcel of land located in the JPA, and submitted to the CITY or the COUNTY after the effective date of this Agreement; and

WHEREAS, this Agreement will facilitate the flow of information regarding land development issues between the CITY and the COUNTY; and

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the COUNTY possesses Home Rule powers pursuant to Article VIII, Section 1(b), of the Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes,* is to "permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities."; and

WHEREAS, the CITY and the COUNTY find that the benefits of intergovernmental communications and coordination will accrue benefit to its respective citizens.

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Sections 125.01, 163.3171, 163.3177, and 166.021, Florida Statutes (2022).

NOW THEREFORE, in consideration of the mutual covenants set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I – INCORPORATION OF PREAMBLE

The preamble above is true and correct and is incorporated into this Agreement as if fully set forth below. This Agreement shall be considered an interlocal agreement pursuant to the authority given to the CITY and the COUNTY, including the authority found within, but not limited to, Sections 163.01, 163.3171, and 163.3177(6)(h)1.a., Florida Statutes, as well as Chapter 125, Chapter 166, and Chapter 171, Florida Statutes, and the Constitution of the State of Florida.

ARTICLE II – DEFINITIONS

1. Act. Means the "Community Planning Act" set forth in Section 163.3161 et. seq., Florida Statutes, as the same may be amended or superseded from time to time.

2. Agreement. Means this Agreement as the same may be amended or supplemented as provided for herein.

3. City. Means the City of Groveland, a Florida municipal corporation.

4. City Comprehensive Plan. Means the comprehensive plan of the CITY County requests that the CITY sends over a copy of any application to annex and associated supporting documents when the application is first received. This would allow the County time to review and prepare an adequate response. The current statutory process only requires the CITY to send formal notice twenty (20) days before a hearing on the annexation request, which is not sufficient time to review and prepare a response. It would also be helpful to the CITY to know in advance if there are transportation issues or other delivery of service issues that might impact their decision to annex the property.

5. adopted pursuant to the Act, as amended from time to time.

6. City Council. Means the elected legislative governing board of the City of Groveland.

7. County. Means Lake County, Florida, a political subdivision of the State of Florida.

8. County Commission. Means the elected legislative governing board of Lake County.

9. County Comprehensive Plan. Means the comprehensive plan of the COUNTY adopted pursuant to the Act, as amended from time to time.

10. Development. Means development as set forth in Sections 163.3164(14) and 380.04, Florida Statutes, as amended or superseded from time to time.

11. Joint Planning Area or JPA. Means those areas depicted in **Exhibit A.**

12. JPA Map. Means and refers to the map attached hereto and incorporated herein by reference as **Exhibit A,** which designates parcels of land encompassed by this Agreement.

13. Land Development Regulations. Means ordinances enacted by the CITY or the COUNTY for regulation of any aspect of land development, as further defined in Section 163.3164(26), Florida Statutes, as amended or superseded from time to time.

14. Local Planning Agency or LPA. Means the respective recommending agencies appointed by the CITY Council or COUNTY Commission to review Comprehensive Plan and Land Development Regulation amendments and designated as the "Local Planning Agency or LPA" pursuant to Section 163.3174, Florida Statutes. The CITY'S LPA is currently the City of Groveland Planning and Zoning Board. The COUNTY LPA is currently the Lake County Planning and Zoning Board.

15. Parcel of Land. Means any quantity of land capable of being described with such precision or exactness that its location and boundaries may be established, which is designated by the CITY, by the COUNTY, or by its owner or developer as land to be used or developed as a unit or which has been used or developed as a unit.

16. Unincorporated JPA. Means the area of the JPA that is not currently within the municipal limits of the CITY, as depicted in **Exhibit A.**

ARTICLE III – CREATION OF JOINT PLANNING AREA

1. Joint Planning Area Created. The geographical area identified in **Exhibit A,** attached hereto, and incorporated herein by reference, shall be designated as the Joint Planning Area (JPA).

2. Incorporation of Boundaries. The CITY and the COUNTY will use their best efforts to incorporate the boundaries of the Joint Planning Area into the Future Land Use Maps of their respective plans and to include the terms and conditions stated herein. The CITY and the COUNTY will use their best efforts to implement the ideas set forth in Article V hereof.

3. Comprehensive Plans.

A. It is the intent of the CITY and the COUNTY that the Comprehensive Plans of the CITY and the COUNTY shall ensure that the lands in the JPA are developed consistent with development within the CITY or as otherwise provided for in this Agreement, and, at the same time, develop in a way that will ensure efficient provision of public infrastructure and services in this area.

B. The Comprehensive Plan amendments contemplated herein shall cover growth management issues and may include, but are not limited to, the following topics:

1. Timing of Urban Growth
2. Density of Urban Areas
3. Provision of Utilities
4. Environmental Resource Management
5. Annexation
6. Innovative and flexible planning such as clustering and open space provisions
7. Transportation Planning

C. The CITY and the COUNTY hereby agree to work towards a joint vision within the JPA. This Joint Vision Map (JVM) set forth in **Exhibit B**, attached hereto and incorporated herein by reference, and utilizing the FLU Crosswalk Chart set forth in **Exhibit B,** must be referenced and best attempted to match when there is a Future Land Use Change within the JPA.

D. Notwithstanding the foregoing representations, or any other language within the document to the contrary, the parties hereby agree and acknowledge that the State of Florida is a property rights' state pursuant to Section 70.002, Florida Statutes. To the extent practicable, the parties will seek to abide by the density and intensity requirements set forth under this Agreement; provided, however, that nothing herein shall restrict either the COUNTY or the CITY from exercising its authority to amend its respective Comprehensive Plan, Official Zoning Maps, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for areas within their respective jurisdictions within the JPA, especially if such decisions are necessary to protect private property rights or to prevent litigation against the COUNTY or the CITY by property owners seeking to enforce such private property rights.

ARTICLE IV – PROCEDURES FOR REVIEWING AND COMMENTING ON DEVELOPMENT ORDERS

1. Interlocal Service Boundary Agreement (ISBA). The ISBA dated February 15, 2013, between Lake County, the City of Groveland, the City of Clermont, Town of Howey-in-the-Hills, City of Leesburg, City of Mascotte, and City of Minneola, includes provisions regarding Development Processing. As to the COUNTY and the CITY, the parties agree that the provisions contained in the JPA related to development processing shall supersede the provisions contained within the ISBA.

2. Annexation Notifications. Within ten (10) days of receiving an application for annexation for any property, the CITY shall provide the COUNTY initial notification of the request to annex, to include a copy of the application and any other supporting documentation provided by the Applicant. Formal notification to the COUNTY under Section 171.044, Florida Statutes, shall follow at the appropriate date, and comply with statutory notice procedures.

3. Forwarding of Development Order or Planning Applications from the CITY to the COUNTY and from the COUNTY to the CITY.

A. The CITY and the COUNTY, within ten (10) working days of receipt of any completed and sufficient application or preliminary plans associated with an application for a Development Order within the JPA shall provide a copy of such application materials to the designated department, division, or office of the other party as is designated by the other party via written notice to the persons described in Article VI herein. The CITY staff and the COUNTY staff shall meet to discuss the effect of such development and comments in response to an application prior to the reviewing jurisdiction issuing written comments to the applicant. Additionally, for any meeting with a pre-applicant or an applicant to be held by the CITY or by the COUNTY, staff of the other party will be invited to participate.

B. The CITY staff and the COUNTY staff shall provide the CITY or COUNTY, as applicable, its comments on the matters above, within twenty (20) working days of receipt of a copy of any such application. CITY or COUNTY staff must utilize the Standardized Comment Questionnaire set forth in **Exhibit C**. One year after adoption and every year after, both the CITY and COUNTY shall propose any changes to **Exhibit C** to ensure the continuation of best planning practices. The noted time frames may be extended by consent of both parties so long as the time frames within the CITY'S or the COUNTY'S Land Development Regulations and applicable Florida Statutes are met. For major developments with regional impact, the CITY and COUNTY shall jointly agree on time frames and meetings necessary for review and approval to ensure completeness of plans.

C. If at any time the secondary jurisdiction shall consider the Development Order or application at a public meeting, the primary jurisdiction and the landowner or applicant shall be given notice of the time, date, and place of the public meeting.

D. If an application for a modification of a Development Order is submitted, the secondary jurisdiction shall be afforded review pursuant to the review times described in this article.

4. Review of Planning and Development Applications. In addition to the evaluation and comments normally prepared by the CITY or the COUNTY department initially accepting an application for a Planning Application or Development Order, any comments submitted by the other party in their review of the Planning Application or Development Order application shall be considered by the CITY or the COUNTY having primary jurisdiction in its review of the Development Order, which shall include an examination of the relationship between the application, the CITY'S and the COUNTY'S Comprehensive Plans, Land Development Regulations and this Agreement. The appropriate jurisdiction must utilize the Standardized Comment Questionnaire set forth in **Exhibit C**.

5. Covenant to Annex. When reviewing any Development Order plan(s) or application(s) for properties within the JPA that are bound by a CITY covenant to annex, the CITY staff shall

provide review comments and forward such covenant to annex directly to the COUNTY. Formal review of said plan(s) or application(s) along with the permitting, inspection, and the issuance of Certificates of Occupancy on such properties shall then be the responsibility of the COUNTY. Such properties shall meet the supplemental development criteria, if any, as stipulated in the CITY'S covenant to annex and related agreements, and any development regulations jointly adopted by the CITY and the COUNTY for properties within the JPA. The COUNTY shall not issue a Certificate of Occupancy until the CITY has approved all public infrastructure to be transferred to the CITY pursuant to the terms established in the covenant to annex or related agreements and any additional CITY requirements, including concurrency, have been met, which requirements shall be forwarded to the COUNTY as part of the Development Order application review process; provided, however, that nothing herein shall restrict the COUNTY from exercising its authority to issue a Certificate of Occupancy, especially if such decisions are necessary to protect private property rights or to prevent litigation against the COUNTY by property owners seeking to enforce such private property rights

6. Development Orders within the CITY's portion of the JPA. The CITY shall consider the comments of the COUNTY for property annexed after execution of this Agreement.

7. General Staff Meetings. General meetings of the CITY staff with the COUNTY staff will be held quarterly during the first year of this Agreement, and no less than annually thereafter, schedules permitting. CITY staff shall be responsible for scheduling these meetings and meetings will be held at a COUNTY facility unless otherwise agreed to between the parties.

ARTICLE V – SPECIFIC DEVELOPMENTAL AND ENVIRONMENTAL CONSIDERATIONS

1. Conservation Strategy.

A. The parties acknowledge that the Lake County Conservation Strategy is under development by the East Central Florida Regional Planning Council and references the Final Report dated May 2023, prepared by the East Central Florida Regional Planning Council, Volusia County, and Stetson University, entitled "Natural Lands Inventory and Planning Strategies Review in Support of Resilient Green Space Conservation in Lake County, Florida," collectively referred to as the Conservation Strategy Documents. The Conservation Strategy Documents are attached hereto and incorporated herein by reference as **Exhibit D**. To the extent feasible, the CITY and COUNTY shall jointly determine what portions of the Conservation Strategy Documents may be appropriate as regulatory provisions to be later adopted into the respective Comprehensive Plans or Land Development Regulations of each jurisdiction.

B. Once incorporated into the respective Comprehensive Plans or Land Development Regulations ("Adopted Portions"), the CITY and COUNTY will utilize the Conservation Strategy Documents to evaluate lands that should be prioritized for conservation and preservation. The Conservation Strategy shall be considered by both parties when reviewing applications for Future

Land Use amendments in the JPA, with the goal of preserving at least 50% of land in Conservation, Agriculture, or Wetlands, to the extent practicable.

C. If both parties adopt the same Transfer of Development Rights (TDR) Program for purposes of protecting and preserving low density rural lands, viewsheds, agricultural lands, or unique environmental features such as steep slopes, hydrological features, vegetation, and habitat, then the CITY and the COUNTY will work together to evaluate lands that should be prioritized for preservation and conservation. Before land deemed as agriculture can be developed, both the CITY and the COUNTY must jointly evaluate and discuss available options with the property owner and/or developer to transfer the development rights to a more suitable property closer to urban center and municipal services while still preserving the property owner/developers' property rights.

D. The parties agree to utilize the Adopted Portions of the Conservation Strategy as well as other available strategies to encourage the development of a Blueway, as defined in the Conservation Strategy Documents, through the municipal limits, the JPA Area and the unincorporated county.

E. The CITY and COUNTY agree to utilize the Adopted Portions of the Conservation Strategy to encourage a "greenbelt" network of wildlife corridors that help to define municipal boundaries and provide a sense of departure and arrival when traveling between cities within the geographic boundaries of Lake County. By using this approach, connectivity of trails and greenways is encouraged.

F. The CITY agrees that any properties within the unincorporated areas of the Joint Planning Area that are annexed will not increase residential density greater than what was already permitted by the COUNTY within the Green Swamp Area of Critical Concern.

2. Transportation Planning.

A. CITY and COUNTY seek to provide a safe and efficient transportation experience along a shared network of county and municipal roads with an emphasis on major and minor collectors, with a focus on the roads included in **Exhibit E**, attached hereto, and incorporated herein by reference.

B. The parties will coordinate with each other on development projects to facilitate proportionate share agreements with property owners/developers to potentially receive transportation impact fee credits in return for constructing the necessary roadway improvements concurrently with site development for new communities.

C. The CITY and COUNTY will also partner with the Florida Department of Transportation (FDOT) to construct enhancements to state roads as identified in **Exhibit E** within the JPA which are all critical to the shared transportation network between partners.

D. The COUNTY agrees to continue to maintain the roadways or segments thereof, and associated drainage facilities and sidewalks, identified in **Exhibit E**, within the JPA regardless

of any adjacent annexations unless a separate agreement is entered into between the parties to transfer such roadways.

E. The COUNTY will transfer ownership, jurisdiction and maintenance responsibilities of the roadways or segments thereof, and associated drainage facilities and sidewalks, identified in a **Road Transfer Agreement**, to the CITY, and the CITY shall accept those roadways or segments thereof, by separate agreement entered into between the parties. A Road Transfer Agreement must be executed within six (6) months of the adoption of this JPA. If a Road Transfer Agreement is not agreed upon in the allotted timeframe, this JPA will automatically terminate. Any agreement to transfer a roadway or segment thereof will set forth the terms and conditions precedent to such transfer. A segment of roadway is defined as a road between intersections of a publicly maintained (state, county, city) roadway. Transfer will be by separate agreement entered into between the parties which will set forth the terms and conditions precedent to such transfer, or by affidavit where appropriate.

F. Newly constructed collector roads and local roads within the CITY limits shall be owned and maintained by the CITY.

G. The CITY and COUNTY agree to utilize the Trails Master Plan and utilize the Joint Trails Map and the data that it contains from the Trails Master Plan, attached hereto, and incorporated herein as **Exhibit F**, attached hereto and incorporated herein by reference, which shows all existing trails and those in the planning stages that will be implemented in the next fifteen (15) years within the JPA. These trails will connect to the greater regional trails system and provide connectivity throughout the JPA as well as the region.

H. To the extent permitted by law, the COUNTY may establish municipal service taxing or benefit units (MSTU/BU) within areas of need when identified which provide benefits related to the construction and maintenance of streets, sidewalks, street lighting, drainage improvements, transportation improvements and other essential services that provide enhancements that exceed the improvements normally provided by the COUNTY. The CITY and the COUNTY will work collaboratively to identify areas within the JPA for establishment of such units. An MSTU/BU established within the municipal limits with approval of the COUNTY and CITY shall remain perpetually in place unless a mutual agreement for disbandment is executed by both parties.

I. Street Lighting installed on COUNTY roads, if requested by the CITY, shall be owned and maintained by the CITY, HOA, or other responsible entity.

J. The COUNTY owns and operates a clay mining operation within the Christopher C. Ford Commerce Park in use for perpetual operation which includes mining, storage of materials, trucking, hauling, and associated uses for maintenance of COUNTY owned roadways. This operation is the only clay mine operation owned and maintained by the COUNTY and must be protected for future use. This Agreement shall not add any additional regulations, for zoning, land use, landscape, hauling, trucking route, operation, maintenance, or requirements onto this parcel. The CITY shall not require any additional requirements onto this parcel if annexed into the CITY.

3. Commerce Park Development.

A. The CITY and COUNTY agree to collaborate on economic development efforts within the JPA boundary, and more specifically, about the Christopher C. Ford Commerce Park.

B. The COUNTY shall transfer, and the CITY shall accept, ownership and maintenance of the roads, stormwater, streetlights, and any other public infrastructure under the control of the COUNTY within the Christopher C. Ford Commerce Park. Further, the CITY may, after the transfer of ownership and maintenance takes place, create a property owners association or other entity to maintain such public improvements. The transfer of ownership and maintenance shall take place as set forth in **Exhibit D**.

C. The COUNTY agrees to support, to the extent practicable, the CITY'S financial policies regarding Economic Development, which includes, but is not limited to, conducting financial decision-making for the purpose of fiscal analysis, such as determining a development and/or infrastructure project's fiscal impact.

D. Nothing herein shall supersede or replace the Economic Development provisions contained within Interlocal Service Boundary Agreement (ISBA) dated February 15, 2013, between Lake County, the City of Groveland, the City of Clermont, Town of Howey-in-the-Hills, City of Leesburg, City of Mascotte, and City of Minneola.

4. Provision of Affordable Housing.

A. The Parties will use their best efforts to work together to encourage the provision of affordable housing within Lake County. The Parties also agree to use, to the extent practicable, the CITY'S current Future Land Use Element and Community Development Code as a policy tool for supporting Traditional Neighborhood Design and better targeting residential density near priority CITY and COUNTY locations such as employment centers like the Christopher C. Ford Commerce Park, transit services, walkable streets, and schools.

B. The CITY will adopt similar impact fee waiver programs as those in already in place in the COUNTY to encourage the provision of affordable housing to residents.

ARTICLE VI – GENERAL PROVISIONS

1. Non-Exclusivity. Nothing herein shall prevent the parties from entering into other joint planning agreements with other municipalities.

2. Disclaimer of Third-Party Beneficiaries; Sole Benefit. This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and

conditions herein contained shall insure to the sole benefit of and shall be binding upon the Parties, and their respective representatives, successors and assigns.

3. Venue, No Waiver, and Remedies. Should the CITY or the COUNTY seek judicial review of this Agreement, or to enforce this Agreement, the CITY and the COUNTY recognize that venue will be properly located in Lake County, Florida. The failure of any party to this Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its rights to thereafter enforce this Agreement. Utilization of one remedy to enforce this Agreement shall not be deemed the only method by which to enforce the provisions of this Agreement.

4. Severability. Construction and Interpretation. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable. Consequently, it is the intent of the parties that no provision shall be more harshly construed against either party as the drafter hereof.

5. Effective Date. Prior to this Agreement, or any amendment hereto, becoming effective, it shall be approved and executed by both parties hereto, and pursuant to Section 163.01(11), Florida Statutes, this Agreement shall become effective immediately after the filing of this Agreement with the Clerk of the Circuit Court of Lake County, Florida. This Agreement shall be recorded in the public records of Lake County, Florida, and the cost thereof, if any, shall be shared equally by both governing bodies.

6. Renegotiation. The COUNTY or the CITY may call for renegotiation of this Agreement by written notice to the other party at any time. The CITY and the COUNTY may renegotiate this Agreement in response to changed circumstances, to seek refinement, expand or contract the JPA boundary, or alter the designated time allowances as described in this Agreement. Upon such written notice, for a period of ninety (90) days thereafter, the CITY and the COUNTY shall attempt to renegotiate this Agreement in good faith. During the ninety (90) day period, where either party, in its sole discretion and in good faith, determines that such renegotiations have reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164, Florida Statutes. If no Agreement is negotiated during the ninety (90) day period or during the conflict resolution process, the terms of this Agreement shall continue to govern and remain in full force and effect. Should either party seek judicial review of this Agreement, or to enforce.

7. Termination and Amendment. This Agreement shall be effective for a term of six (6) months from the Effective Date. In the event both parties approve a Road Transfer Agreement within the initial term of six (6) months, then this Agreement shall renew automatically for a ten (10) year term from the date of the last part executes the Road Transfer Agreement, and shall automatically renew every ten (10) years thereafter, unless it is terminated upon a party providing 180 days written notice to the non-terminating party. This Agreement may be amended at any time provided both parties authorize said amendment. Except as provided for herein, no amendment or termination of this Agreement shall be binding on either party unless a written instrument terminating or amending this Agreement is executed by the Mayor and COUNTY

Commission Chairman after being duly authorized to do so by their respective governing bodies, and such termination or amendment shall not be effective until after it has been filed with the Clerk of the Circuit Court of Lake County, Florida. Except as set forth herein, all instruments amending or terminating this Agreement shall be recorded in the Public Records of Lake County, Florida.

8. Notice, Proper Form. Any notice to be provided hereunder to either the CITY or the COUNTY by the other party shall be in writing and shall be deemed to be provided only by hand delivery for which a receipt is obtained or certified mail. Notice shall be addressed to the addresses set forth below or that a party may otherwise designate in the manner prescribed herein.

CITY	COUNTY
City Manager 156 South Lake Avenue Groveland, FL 34736	County Manager P.O. Box 7800 315 West Main Street Tavares, FL 32778-7800

Either party to this Agreement may unilaterally amend the address or designee to whom notices are to be delivered by providing notice to the other party as provided herein.

9. Rules of Construction. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Subtitles herein are used for ease in reading this Agreement, and do not form a substantive part of this Agreement for purposes of interpretation. This Agreement shall be liberally interpreted to achieve its goals and purposes.

10. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations, and statements, oral or written, are superseded by this Agreement.

11. Authority. The Parties each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The Parties hereby represent, warrant, and covenant this Agreement constitutes a legal, valid, and binding contract enforceable by the Parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

12. Other Agreements. The parties hereby agreement that any previously effective joint planning agreements shall be terminated as of the Effective Date of this Agreement.

{Signature pages to follow.}

IN WITNESS WHEREOF, the parties hereto 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, authorized to execute same and by the City of Groveland, through its duly authorized representative.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione

Leslie Campione, Chairman

This 20th day of May, 2025.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA

Approved as to form and legality:

5/20/25

Melanie Marsh
County Attorney

CITY OF GROVELAND, FLORIDA

Keith Keogh, Mayor

This 5th day of May, 2025.

ATTEST:

Virgina Wright, City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

EXHIBIT LIST

Exhibit A: Joint Planning Area Boundaries

Exhibit B: Joint Vision Maps (inclusive of FLU Crosswalk Chart)

Exhibit C: Standardized Comment Questionnaire

Exhibit D: Conservation Strategy

Exhibit E: Transportation

Exhibit F: Master Trail Plan

EXHIBIT A: JOINT PLANNING AREA BOUNDARIES

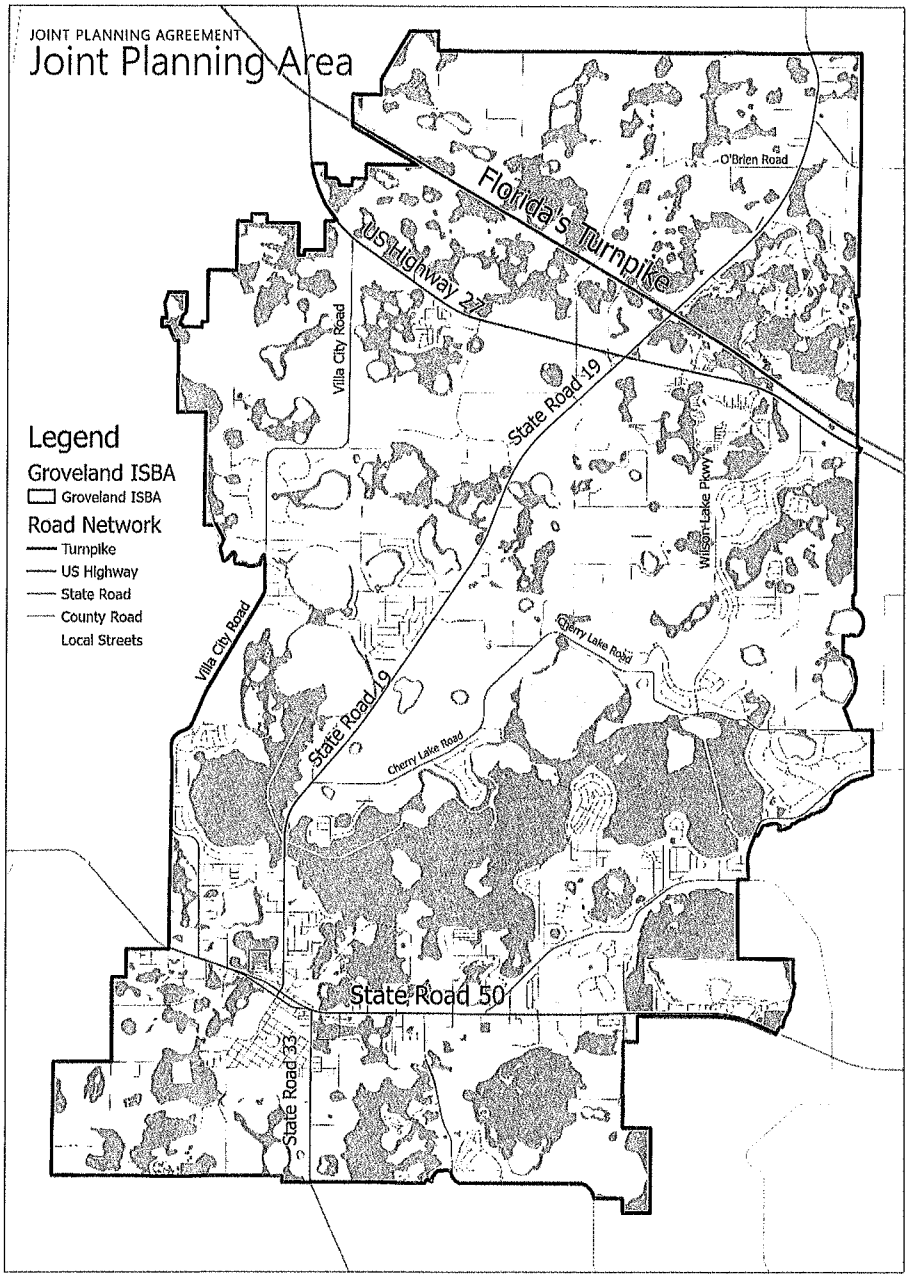
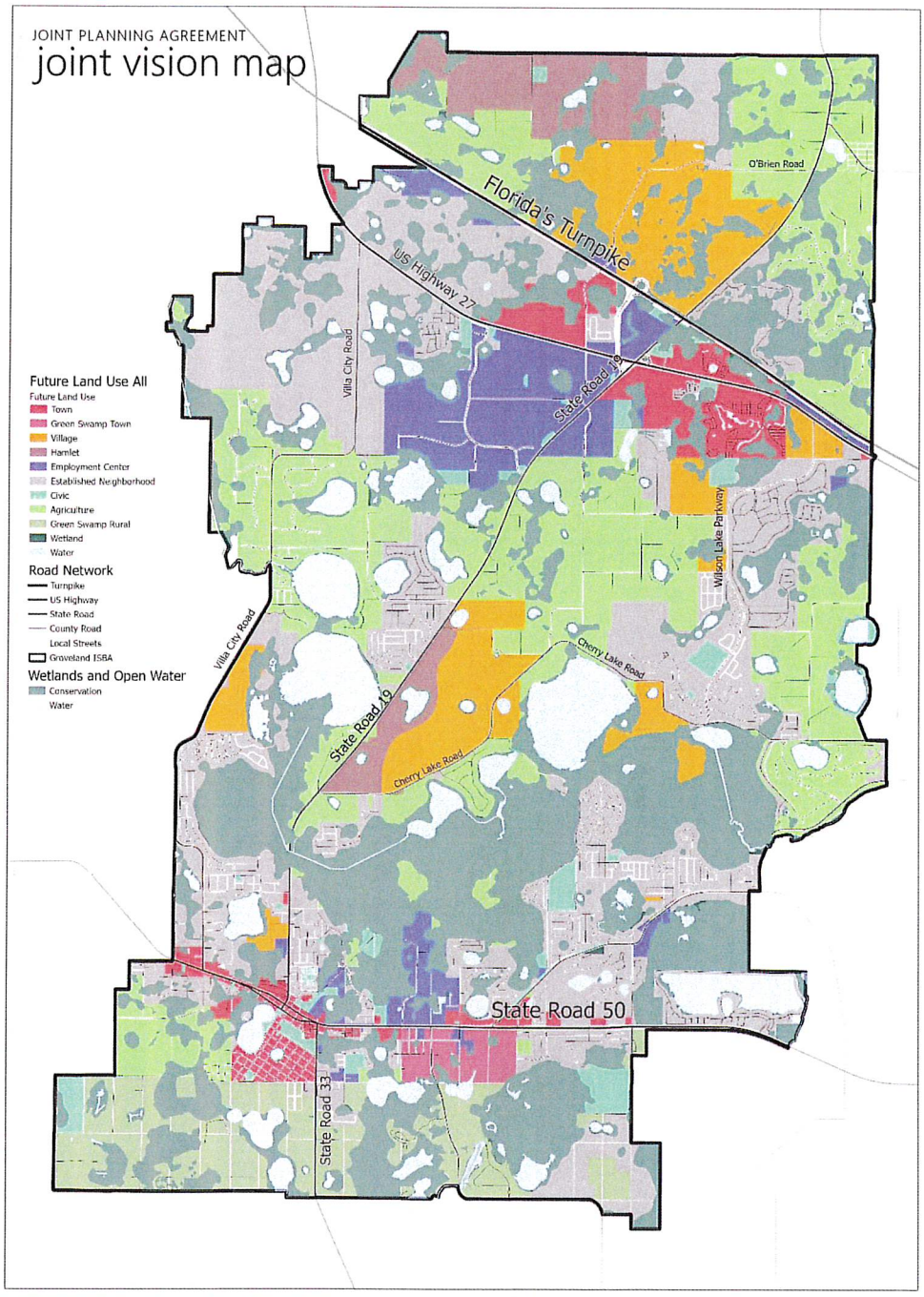
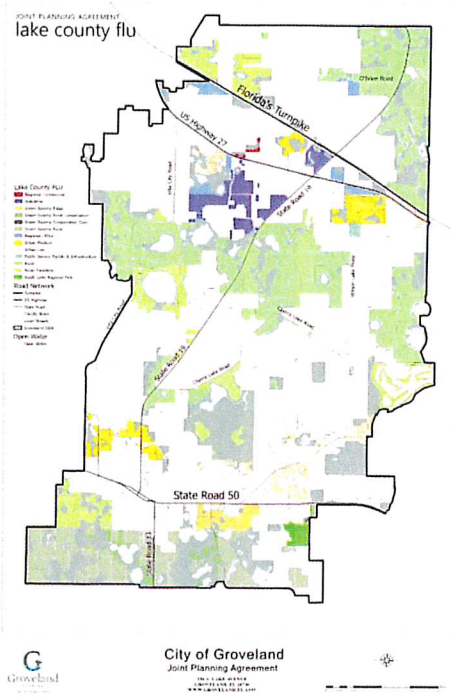


EXHIBIT B: JOINT VISION MAPS



CITY OF GROVELAND CROSSWALK CHART



Future Land Use Crosswalk

LAKE COUNTY	GROVELAND
Regional Office Regional Commercial	Town
Industrial	Center
Urban Medium Urban Low	Established Neighborhood
Green Swamp Ridge	Green Swamp Town
Rural Transition Rural	Agriculture
Green Swamp Core Green Swamp Rural Green Swamp Rural	Green Swamp Rural

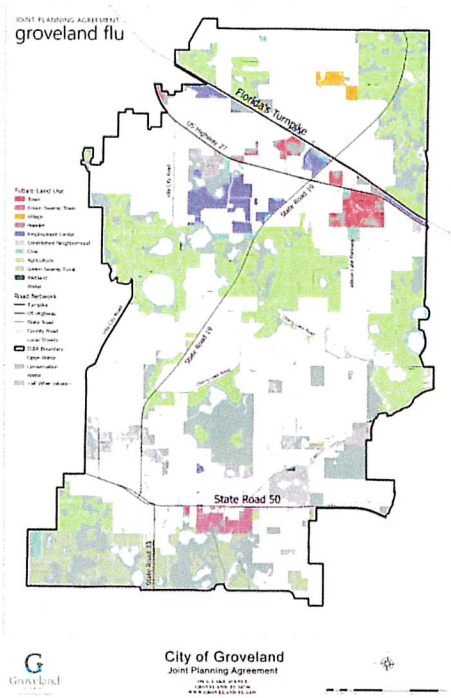


EXHIBIT C: Standardized Comment Questionnaire

Future Land Use and Zoning

Reviewer Name:
Date:
Jurisdiction:
Title:
Email:
Phone Number:

1. Has the reviewer reviewed both the current zoning codes and future land uses?
    a. Is the proposed land use compatible with the adjacent land uses?

    b. If the answer is no, would staff support this decision?

2. Does the application impact the 50% conservation/agriculture goal, if so, how?

3. Is the development adhering to the dark sky lighting initiative?

Other Notes/Comments

Transportation & Public Works

Reviewer Name:
Date:
Jurisdiction:
Title:
Email:
Phone Number:

1. Which Roadways will be impacted?

State	
County	
Local	

2. Are the impacted roadways adequate or have the capacity for the proposed development?

3. Is a traffic study required?

4. Is over 50% of the surrounding roadway annexed and require a road transfer agreement?

Other Notes/Comments

Economic Development

Reviewer Name:
Date:
Jurisdiction:
Title:
Email:
Phone Number:

1. Is there an incentive application concurrent to the planning or development application?

2. Nonresidential Information

Nonresidential Square Footage	
Forecasted Jobs	
Estimated Pay Range	

3. Is workforce housing included in the proposal or is there adequate housing surrounding the area for these future employment centers?

Other Notes/Comments

Environmental Concerns, Open Space, & Conservation

Reviewer Name:
Date:
Jurisdiction:
Title:
Email:
Phone Number:

1. Is the application utilizing the conservation strategy and consistent with the goals?

2. Is there any development or changes in densities that will impact the Green Swamp Area of Critical State Concern?

3. Is the City honoring codes and regulations set forth in the Rural Protection Area (RPA)?

Other Notes/Comments

Utilities

Reviewer Name:
Date:
Jurisdiction:
Title:
Email:
Phone Number:

1. Who will be providing all the necessary utility services?

2. Will impact fees or credits be used for any necessary utility improvements?

3. Are any special agreements required?

4. Are there any lands that are being dedicated for services or Right of Way (ROW) for necessary improvements?

Other Notes/Comments

Public Safety & Fire

Reviewer Name:
Date:
Jurisdiction:
Title:
Email:
Phone Number:

1. Who will be providing all the necessary services?

2. Will impact fees or credits be used for any necessary improvements?

3. Are any special agreements required?

4. Are there any lands that are being dedicated for services, facilities, or ROW for necessary facilities?

Other Notes/Comments

Parks

Reviewer Name:
Date:
Jurisdiction:
Title:
Email:
Phone Number:

1. Who will be providing necessary parks to be consistent with Comprehensive Plans?

2. Will impact fees or credits be used for any necessary improvements?

3. Are any special agreements required?

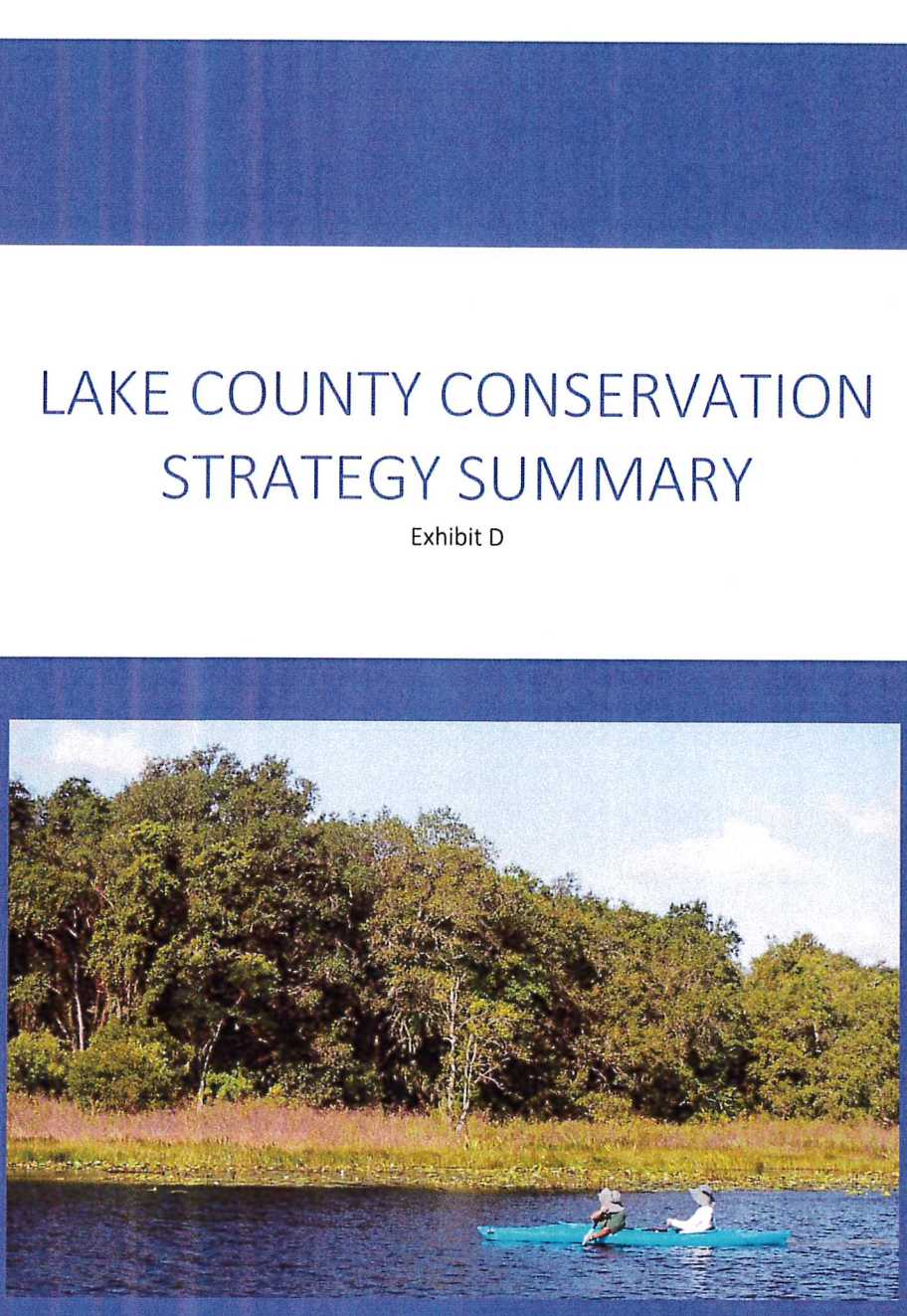
4. Are there any lands that are being dedicated for parks or ROW for necessary facilities?

Other Notes/Comments

EXHIBIT D: CONSERVATION STRATEGY

LAKE COUNTY CONSERVATION STRATEGY SUMMARY

Exhibit D



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Introduction & Recap

Throughout late 2022 and 2023, Lake County engaged with both the East Central Florida Regional Planning Council (ECFRPC), the East Central Florida Regional Resilience Collaborative (ECFR2C), and Stetson University Water Institute to examine Lake County in terms of socio-environmental resilience. This effort was funded in part by the Florida Department of Environmental Protection's Resilient Florida program. As stated in **Natural Lands Inventory and Planning Strategies Review in Support of Resilient Green Space Conservation in Lake County, Florida, socio-environmental resilience refers to five key guiding principles:**

1) The maintenance and/or enhancement of the connectivity within existing green space corridors;

2) The protection of both the quality and the natural replenishment of groundwater and surface water systems;

3) The avoidance of new flood risks within the built environment, especially through minimization of natural wetland loss in future development;

4) The preservation of rare natural communities and hotspots of biodiversity; and

5) The strengthening of rural economies and livelihoods.

During the initial project, the ECFR2C hosted two stakeholder workshops in Lake County, held on December 15, 2022, and April 7, 2023. These workshops drew a combined total of 52 expert stakeholders from around the region. During the course of these workshops, experts ranked the Florida Natural Areas Inventory (FNAI) datasets as well as provided expert and local knowledge of ecosystem and environmental asset prioritization in Lake County. Below are the FNAI datasets that were utilized and ranked before running the Marxan Model.

1

	Environmental Features	Brief Description
1	**Strategic Habitat Conservation Areas**	*Areas identified as potential habitat for 62 species needing additional protections. Higher prioritization was given to higher quality habitat and rarity of the species.*
2	**Rare Species Habitat Conservation Priorities**	*Areas that provide habitat for 281 species that have conservation need, prioritized by rarity and diversity of species.*
3	**Florida Ecological Greenway Network**	*Landscape hubs, linkages, and corridors, with prioritization for links that promote connectivity for wide-ranging species, between existing reserves, and among riparian areas.*
4	**Under-Represented Ecosystems**	*Natural communities that do not have adequate representation within existing conservation lands, prioritized by global rarity.*
5	**Natural Floodplain Function**	*Ranks the ecological condition of identified 100-year floodplains, based on "naturalness" of the plant community and intensity of land use, with higher priority given to more natural areas.*
6	**Surface Water Protection**	*Ranks the landscape for factors impacting water quality in various categories of surface waters.*
7	**Functional Wetlands**	*Ranks wetlands based on vegetative and hydrologic integrity, with higher prioritization given to more natural areas.*
8	**Groundwater Recharge**	*Ranks importance of areas for impacting quality and quantity of groundwater recharge.*
9	**Sustainable Forestry**	*Identifies areas that are potentially suitable for pine-based forestry, with higher prioritization given to larger tracts, more mesic sites, and sites within 50 miles of a mill.*

Table 1. Environmental features used in the analysis.

Figure 1. Stakeholder Workshop #2

2

The Marxan spatial optimization software is one of the most utilized platforms for conservation-based planning. The software produces datasets that maximize habitat connectivity through already existing and potential future conservation land while also seeking the most cost-effective way to do so based on data and other inputs from the user such as conservation goals or targets. After the completion of both workshops and stakeholder expertise was utilized, the conservation targets were established, and the model was completed. The table below illustrates the percentage of the FNAI datasets that are currently conserved in Lake County and the conservation targets resulting from the workshops and subject matter expert feedback.

Environmental Features	Currently Conserved (%)	Marxan Conservation Targets (%)
Strategic Habitat Conservation Areas	74%	80%
Rare Species Habitat Conservation Priorities	61%	80%
Florida Ecological Greenway Network	46%	70%
Under-represented Ecosystems	59%	80%
Natural Floodplain Function	52%	60%
Surface Water Protection	35%	60%
Functional Wetlands	45%	50%
Groundwater Recharge	27%	50%
Sustainable Forestry	70%	70%

Table 2. Post-stakeholder-feedback conservation targets used in the analysis.

The Marxan model below (Figure 1) is the key outcome from this grant-funded initiative. It ranks currently undeveloped lands for potential inclusion within a resilient open space network in Lake County, FL. The rankings are ordered from highest priority (dark pink) to lowest priority (light pink), based on model input parameters (see Tables 1 & 2). Higher ranked areas tend to maximize connectivity of existing conservation lands at the lowest estimated cost, while lower ranked areas provide beneficial conservation opportunities, but with lower overall connectivity to existing conserved lands, and at generally higher estimated costs in comparison.

3

This map (Figure 1) is intended for general planning use only. It does not necessarily reflect the views or goals of Lake County Government, or any of its subagencies.

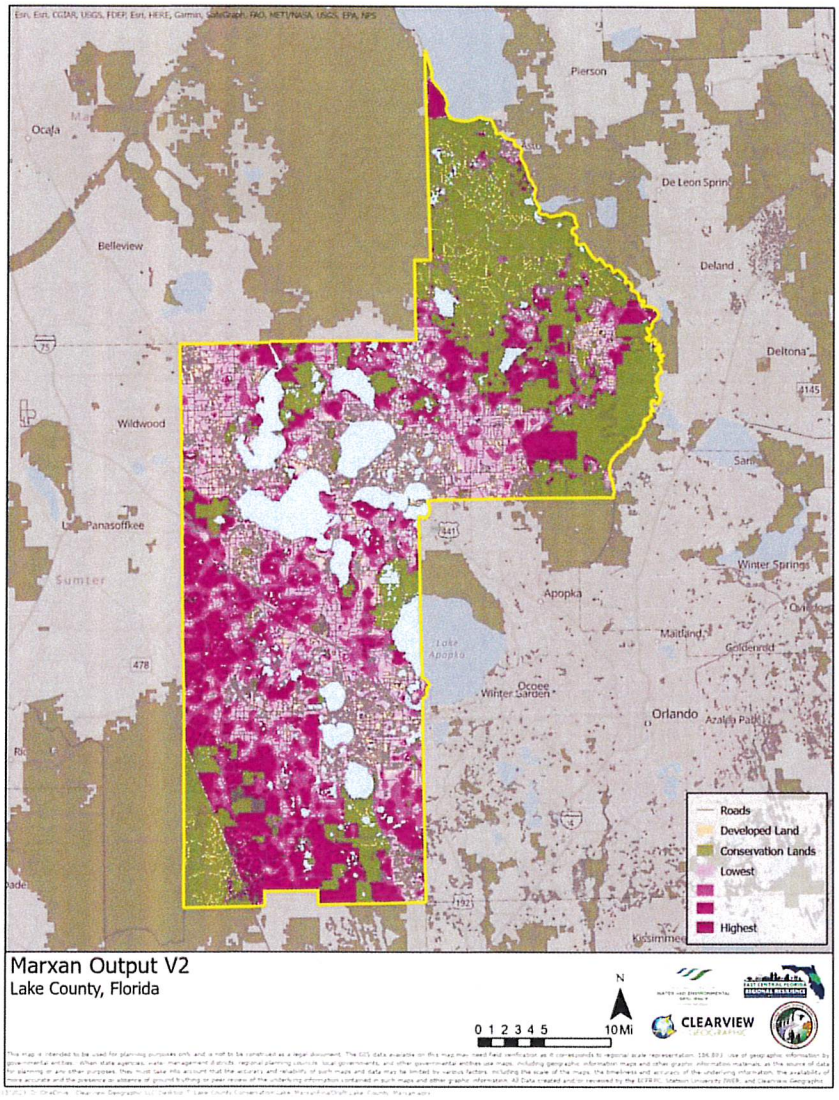


Figure 2. The final model generated using the Marxan program.

Conservation Strategies

Preface

Once the initial workshops were held and the grant period ended, to better utilize the results from the Marxam Model, listen to feedback from the residents, and utilize the results to help guide conservation-oriented planning and policy in the future. Pointed out in **Natural Lands Inventory and Planning Strategies Review in Support of Resilient Green Space Conservation in Lake County, Florida,** there are multiple ways to conserve natural lands while still fostering an environment for urban development.

In November of 2023, the East Central Florida Regional Planning Council hosted two workshops drawing about 45 residents over the course of both events. These workshops were identical in content, but conversations occurred naturally. During both workshops, mentimeter was utilized to gather the thoughts and views of the residents.

Through surveys and discussion, the ECFRPC engaged with residents to look at both the outputs from the Marxam model and prioritize areas and strategies that could be utilized to protect these areas. The two main topics identified in both workshops were the concern of the loss of rural land throughout the county and the municipalities within due to development and land use changes and the expansion of the Blueway network to include Cherry Lake through the Palatlakaha River up to the Harris Chain of Lakes. As a result of these conversations, combined with best practice considerations, a series of Conservation Strategies are recommended for consideration by Lake County and municipalities within.

County-City Partnership Approach to Environmental Connectivity

Conservation as a whole cannot be defined by jurisdictional lines. To reap the full benefits, both cities and counties must work together with property owners to best conserve Lake County to ensure greater connectivity. Currently, both Lake County and the municipalities within are working towards creating and updating Joint Planning Agreements. These planning documents will contain language for both the city and county to better plan and converse at the early stages of development. Additionally, these planning documents will continue to build and foster each municipal identity throughout Lake County. In areas of more than one jurisdiction, joint planning areas could be created to focus development in a sustainable manner to implement environmental connectivity.

Transfer of Development Rights

Throughout the engagement process, the implementation of a strong transfer of development rights (TDR) program across the county has been requested both at the staff and residential level. Lake County and the municipalities within have areas where development could be better suited in lieu of greenspace development. A transfer of development rights or density aggregation program could be used across multiple properties and/or jurisdictions to conserve and utilize open space and ecosystems appropriately while focusing future development in appropriate areas, taking advantage of existing infrastructure and reducing future financial implications to taxpayers and impacts on environmental resources.

Stated throughout the engagement with the residents of Lake County, moving development from the more rural areas and closer to urban centers was highly desired. Providing density bonuses in the form of additional units or stories closer to urban development or areas with lower priority for conservation in

exchange of conserving more rural or environmentally valuable areas could be a way to achieve these goals.

Though transfer of development rights can be complex in the State of Florida, there has been some great success cases. To gain a better understanding, Lake County is taking the next steps and partnering with both the ECFRPC and Stetson Law to further explore a transfer of development rights program and how it could function in Lake County. This project will explore both the advantages, barriers, and legalities of implementing a TDR program in the county to provide a better understanding for establishing a path forward to implementing this program.

Rural Protection Area

Rural Protection Areas (RPA) are defined as areas within the Lake County Future Land Use Map that are intended to remain rural. Both cities and counties have language in their comprehensive plans to protect and maintain these rural areas. From a conservation standpoint, rural areas provide great benefits for wildlife habitat and connectivity, carbon reduction, flood mitigation, groundwater recharge, and carbon reduction. In recent years, with greater pressures for development, the state has seen a reduction in its rural areas.

Currently, Lake County has several areas protected by policies within its Comprehensive Plan including the Wekiva-Ocala RPA, the Ferndale Community, the Yalaha-Lake Apopka RPA, the Green Swamp Area of Critical Concern, the Wekiva River Protection Area, the Wekiva Study Area, and the Emeralda Marsh RPA. Policies within the Comprehensive Plan has been established to keep Lake County rural in these areas however, those protections do not protect against annexation. When further developing the Joint Planning Agreements, language to protect these land uses, regardless of city incorporation, should be included. By allowing for the conversations and establishing expectations prior to development agreements, rural lands can be better protected.

Lake County's Comprehensive Plan currently includes language regarding how rural lands should be developed. In order to maintain these protections, the JPA should include language that if the Interlocal Service Boundary Agreement (ISBA) intersects the RPA, the county 's land use shall be considered. During the adoption process, cities which intersect the RPAs can consider updating their policies to include the conservation subdivision standards.

Conservation Subdivisions

Conservation subdivisions integrate both development and conservation in place. Instead of utilizing the more traditional approach to clearing a lot and building homes, this development pattern clusters homes on smaller lots, but the end result is the increase of shared green space. Highlighted in Lake County's Comprehensive Plan, the purpose of these regulations is to provide housing in a manner that also preserves agricultural and forestry lands, natural and cultural features, scenic viewsheds, and rural community character that would be at great risk of becoming lost through conventional development approaches, and which it is the policy to incorporate, to the greatest extent practicable, into an interconnected network of permanent greenway conservation lands adding both economic and environmental value to the proposed development and to the broader community. Cities in Lake County should look to mirror these standards highlighted in CHAPTER XVII, Lake County Code, entitled RURAL CONSERVATION SUBDIVISION DESIGN STANDARDS. By doing so, development can occur in the RPAs but be kept to a standard to preserve the rural lifestyle in these areas.

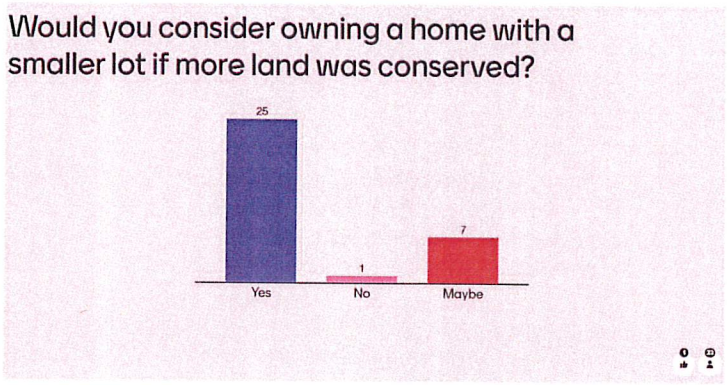


Figure 3. Results from Mentimeter.

Creation of a Blueway

Throughout both workshops, the residents of South Lake County expressed major interest in the creation of a Blueway from Cherry Lake through the Palatlakaha River up to the Harris Chain. Following the criteria from the Florida Department of Environmental Protection (FDEP), to create a Blueway, it must include the proper signage, launch points, and maintain a paddle trail. Currently, there are some launch points on this waterway; however, there are still some gaps in the trail. The completion of this Blueway will require the partnership and work of both city, county, and local partners who have expressed interest in working to complete the Blueway. Through working together with multiple partners, this vision could easily become a reality. Mentioned throughout the workshops, education is an important aspect when developing a conservation strategy. By creating new Blueways through Lake County, there is a perfect opportunity to educate residents and visitors, showcase native wildlife through the area, and encourage greater conservation efforts.

A More Traditional Approach to Conservation

Modeling results and stakeholder input identified some key areas that would aid in conservation connectivity. In order to achieve long-term conservation goals, this work was funded in part through a grant funded by the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. Some of the identified areas may require acquisition through more traditional methods. The two most useful strategies are fee simple acquisition and conservation easements.

Fee Simple Acquisition

Fee simple acquisition is the most permanent yet expensive way to conserve land. This strategy requires purchasing the property for a fee with the acquiring jurisdiction or agency maintaining ownership or turning it over and partnering with a land trust. This is the most effective way to ensure that property is conserved; however, the cost and the maintenance of the property falls on the new owner. Without

dedicated yearly program funding for acquisition and maintenance, fee simple acquisition is difficult and is generally grant driven which may not be sustainable for the long-term.

Conservation Easements

Conservation easements are a great way to keep properties in a natural state, especially working lands. With these easements, land is still owned and maintained by the property owner, which is a benefit for working landowners. The agreements may be established for a set period of time such as 30 years, or in perpetuity. To avoid loopholes and ensure the purpose of the easements are maintained for the period of the agreement, the County should consider organizations that specialize in establishing conservation easements such as land trusts.

Conclusion

With the mounting pressures of development currently felt throughout the state, the natural land found throughout Lake County is currently at risk. There is a huge push by both the County and the municipalities within, as well as a push from the residents and additional partners to ensure Lake County remains "Real Florida. Real Close.". Through the continuation of the Joint Planning Agreement process as well as additional efforts, Lake County will still foster development but ensure it occurs in a responsible manner.

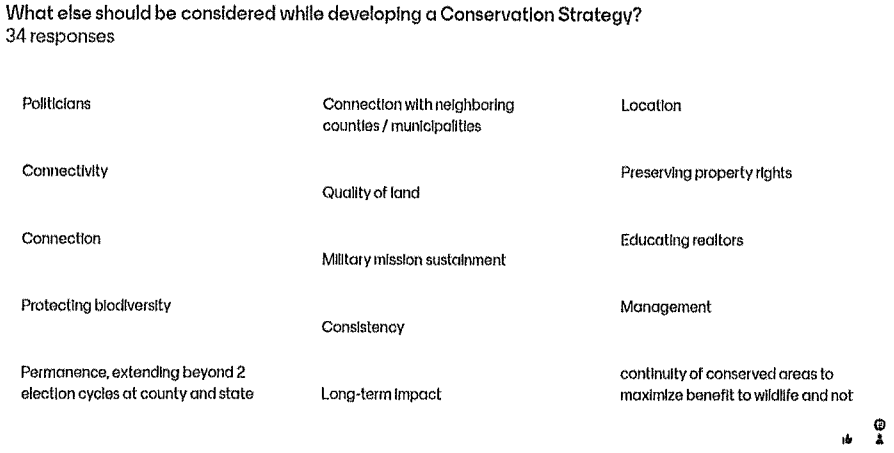


Figure 3. Results from Mentimeter.

EXHIBIT E: TRANSPORTATION

A. The parties hereby agree that the following roadways shall be given priority in transportation planning processes:

- Villa City Road (CR 565)
- Cherry Lake Road (CR 478)
- Wilson Lake Parkway
- Montevista Road (CR 565A)

B. The parties will coordinate and cooperate with FDOT to obtain transportation improvements to the following state roads with the JPA:

- SR-50
- US-27
- SR-19
- SR-33

C. Improvements (e.g., capacity, safety, bike/pedestrian) to the following roadways will be coordinated between the City and the County. Cooperation may include but are not limited to joint funding, joint grant requests, joint development orders:

- Cherry Lake Road (1829)
- Villa City Road (2215)
- CR 565A (1629)
- Monetvista Road (CR 565A) (1127)

D. The following roadways will be prioritized but in a separate Road Transfer Agreement. During the creation of this Road Transfer Agreement, the list of Roadways may be amended if agreed to by the parties. Evaluation and Rating System (PASER) score for each indicates the road surfaces are in fair to excellent condition and no improvements are required prior to transfer of jurisdiction:

- Courtyard Lane (1528B) ***PASER SCORE 7***
- Jim Payne Road (1618) ***PASER SCORE 8***
- Libby No 3 Road (from Wilson Lake Parkway to Homestead Drive (2233)
- ***PASER SCORE 9***
- Max Hooks Road (northern segment – SR 50 to CR 565A) (1429) ***PASER SCORE 7***
- Silver Eagle Road (1726) ***PASER SCORE 5-7***
- Ford Commerce Park roadways:
  - Independence Boulevard (2323) ***PASER SCORE 6-7***

- Lewis Grove Road – north portion (2324) ***PASER SCORE 7***
- American Way (2325) ***PASER SCORE 8***
- Republic Drive (2223) ***PASER SCORE 7***
- Democracy Street (2223A) ***PASER SCORE 6***
- Allegiance Court (2422) ***PASER SCORE 4***
- Justice Place (2327) ***PASER SCORE 6***

Additionally, the County agrees to resurface the following roads one additional time subsequent to the transfer of responsibilities. The resurfacing will occur once the pavement condition reaches a rating of 4 on the PASER scale, but in no event later than seven (7) years from the date of the recorded transfer notice unless otherwise agreed to by the parties:

- Timber Village Road (1523) ***PASER SCORE 6***
- Wilson Lake Parkway (2335) ***PASER SCORE 6-8***

E. At the time the City annexes 50% or more of the road frontage along the following roads, the City shall execute the appropriate affidavit in a form similar to the Affidavit Affecting Real Property included within this Exhibit to evidence the transfer of responsibility and record it in the public records for the following roadways. No County funded maintenance will be provided for these roads:

- Catherine Circle (1614)
- Anderson Road (1317)
- Division Street (1421)
- East Dewey Robbins Road (2729)
- Empire Church Road (2729)
- Gano Road (1423)
- Green Valley Boulevard (1528)
- Grovemont Estates Road (1425)
- Jack Underwood Road (1630)
- Lake Emma Road (2119)
- Lewis Grove Road – south portion (2324)
- Libby No 3 Road (from Homestead Drive to the west) (2233)
- Marvins Place (1616)
- Mount Pleasant Road (1412)
- North Cherry Like Groves Road (2024)
- Oak Street (1421A)
- Seymour Lane (1614A)
- South Dewey Robbins Road (2625)
- South Obrien Road (2227)
- Spring Lake Drive (1835)
- West Libby Road (2130)

Groveland Streets Map

Prepared by and return to:

AFFIDAVIT AFFECTING REAL PROPERTY
{Pursuant to Section 695.26, Florida Statutes}

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, on this day personally appeared, _____, as Mayor for City of Groveland, 156 South Lake Avenue Groveland, FL 34736 , who being first duly sworn, deposes and says:

1. This is an Affidavit Affecting Real Property pursuant to Section 695.26, Florida Statutes, by which an interest in real property is assigned to the City of Groveland, Florida ("City") from Lake County related to Courtyard Ln (1528B), Jim Payne Rd (1618), Libby No 3 Rd (from Wilson Lake Pky to Homestead Drive (2233), Max Hooks Road (northern segment – SR 50 to CR 565A) (1429), Silver Eagle Road (1726), Timber Village Road (1523), Wilson Lake Parkway (2335), Ford Commerce Park roadways (Independence Blvd (2323), Lewis Grove Rd – north portion (2324), American Way (2325), Republic Drive (2223), Democracy St (2223A), Allegiance Ct (2422), Justice Pl (2327)

2. This Affidavit is being recorded to provide notice to third parties that the City, its successors and assigns, are fully responsible for the maintenance of the herein described roadway and related right of way, that the County has assigned all responsibilities to the City, its successors and assigns for the property described in **Exhibit A**, attached hereto and incorporated herein by reference.

FURTHER AFFIANT SAYETH NOT.

_____
Witness

_____
Witness

_____
XXXXXXXXXXX, Mayor City of Groveland

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by XXXXXXXXXXXXXXX, Mayor, for City of Groveland.

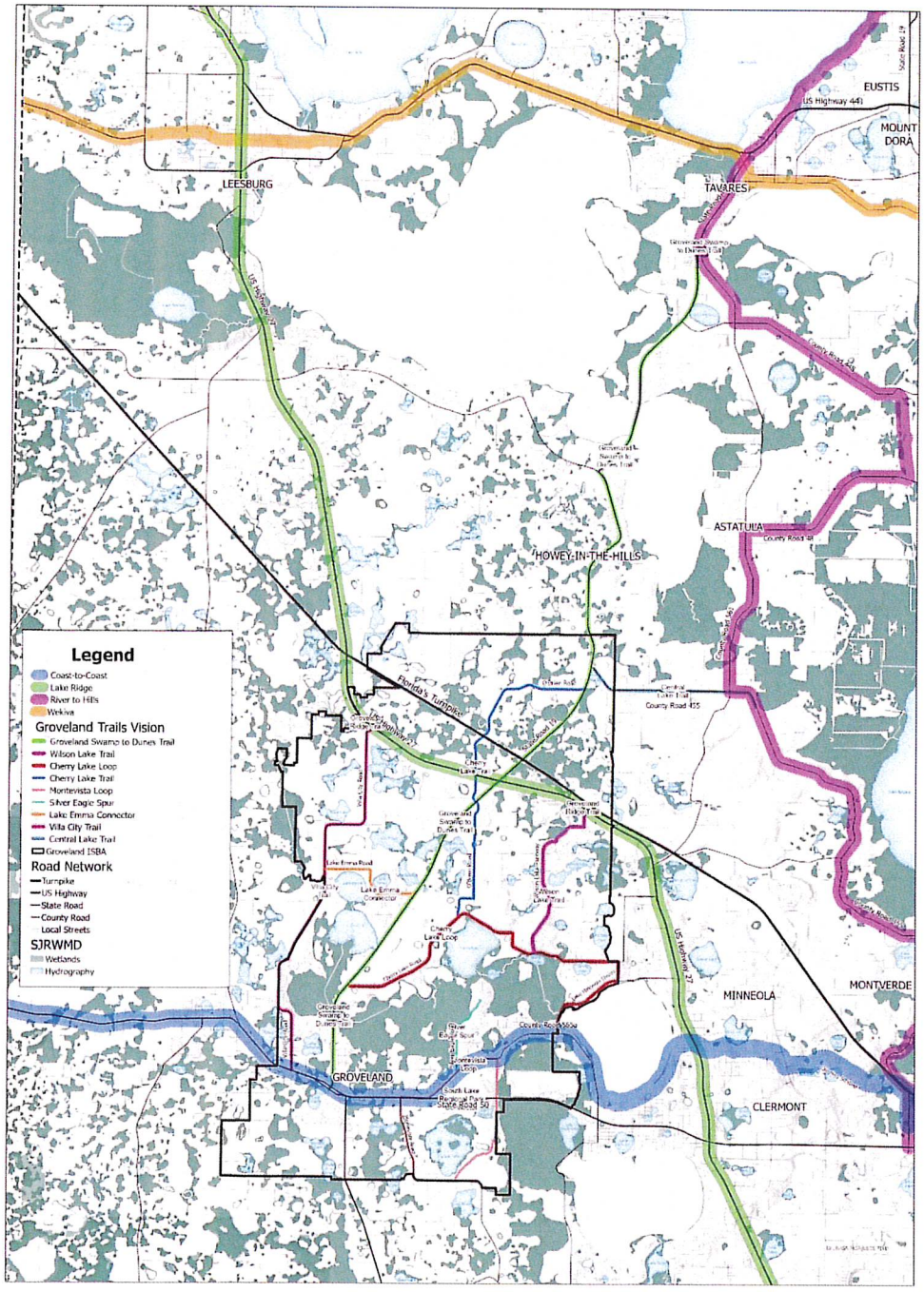
Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced:_____

(SEAL)

_____
Notary Public - State of Florida

Printed Name: _____

EXHIBIT F: MASTER TRAIL PLAN



Groveland
FLORIDA
City with Natural Charm

City of Groveland
Joint Planning Agreement

156 S. LAKE AVENUE
GROVELAND, FL 34736
WWW.GROVELAND-FL.GOV

M-2025/0030

FIRST AMENDMENT TO JOINT PLANNING AREA AGREEMENT
(Lake County and the City of Groveland)

This **FIRST AMENDMENT TO JOINT PLANNING AREA AGREEMENT** ("Agreement") is made and entered into by and between Lake County, Florida, a political subdivision of the State of Florida, ("COUNTY") and the City of Groveland, a Florida municipal corporation ("CITY").

PREAMBLE

WHEREAS, the CITY and the COUNTY recognize that proper intergovernmental cooperation and coordination are essential for sound growth management; and

WHEREAS, the CITY and the COUNTY seek to have compatible land uses adjacent to their common boundaries, and ensure meaningful communication and evaluation during development review by establishing a coordinated process; and

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, the Community Planning Act (the "Act"), the CITY and the COUNTY adopted and subsequently amended Comprehensive Plans (the "Comprehensive Plan(s)"); and

WHEREAS, the CITY'S and the COUNTY'S Comprehensive Plans contain goals, policies, and objectives that call for the creation of interlocal agreements which deal with annexations, services delivery, and joint land use planning; and

WHEREAS, the CITY and the COUNTY recognize that joint planning for the growth and development of their respective jurisdictions regarding all matters of common impact and interest is consistent with State law and serves the public interest; and

WHEREAS, the CITY and the COUNTY are desirous of engaging in joint efforts to comprehensively plan certain areas within the municipal limits of the City of Groveland, as well as certain areas located adjacent to or in proximity of the municipal limits, all within the boundaries of Lake County, Florida (the "Joint Planning Area" or the "JPA"); and

WHEREAS, the CITY and the COUNTY seek to have compatible land uses adjacent to their common boundaries; and

WHEREAS, the CITY and the COUNTY wish to agree on certain procedures for the timely review and processing of annexation and development proposals within the JPA; and

WHEREAS, there is no intent for the Joint Planning Agreement to restrict the CITY'S authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for lands within the corporate boundaries of the CITY or within the JPA should the CITY annex such lands; and

WHEREAS, there is no intent for this Amendment to Joint Planning Agreement (this "Amendment") to restrict the COUNTY'S authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for unincorporated areas within the JPA; and

WHEREAS, the Joint Planning Agreement entered May 20, 2025, provides a basis for the evaluation of future development applications and annexation proposals as well as for the adequate provision of public services; and

WHEREAS, the CITY and the COUNTY wish to identify a joint planning area and have determined that this Amendment will foster intergovernmental coordination and cooperation, economical provision of services, including utilities, and adequate utilization of existing and proposed infrastructure; and

WHEREAS, this Amendment provides the CITY and the COUNTY with ample opportunities for renegotiation in response to changed circumstances, including the ability to see refinement or expansion of the Joint Planning Area; and

WHEREAS, public hearings with due public notice have been held by the CITY and the COUNTY prior to approval of this Amendment and as set forth in Section 163.3171(3), Florida Statutes; and

WHEREAS, it is the intent of the CITY and the COUNTY that this Amendment shall be immediately applicable to any issuance of a Development Order, as defined in Article II of the Joint Planning Agreement, for a parcel of land located in the JPA, and submitted to the CITY or the COUNTY after the effective date of this Agreement; and

WHEREAS, this Amendment will facilitate the flow of information regarding land development issues between the CITY and the COUNTY; and

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the COUNTY possesses Home Rule powers pursuant to Article VIII, Section 1(b), of the Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, is to "permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities."; and

WHEREAS, the CITY and the COUNTY find that the benefits of intergovernmental communications and coordination will accrue benefit to its respective citizens.

WHEREAS, the parties entered into the Joint Planning Agreement on May 20, 2025, under the authority of Article VIII of the Florida Constitution and Sections 125.01, 163.3171, 163.3177, and 166.021, Florida Statutes (2022); and

WHEREAS, the parties now intend to amend the Joint Planning Agreement to extend the termination date since a Road Transfer Agreement has not yet been approved by both parties.

NOW THEREFORE, in consideration of the mutual covenants set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

Section 2. **Amendment.** Article V – Specific Developmental and Environmental Considerations, Paragraph 2.E, shall be amended to read as follows:

ARTICLE V – SPECIFIC DEVELOPMENTAL AND ENVIRONMENTAL CONSIDERATIONS

(All other provisions within Article V shall remain the same)

2. Transportation Planning.

*****

E. The COUNTY will transfer ownership, jurisdiction and maintenance responsibilities of the roadways or segments thereof, and associated drainage facilities and sidewalks, identified in a **Road Transfer Agreement**, to the CITY, and the CITY shall accept those roadways or segments thereof, by separate agreement entered into between the parties. A Road Transfer Agreement must be executed within ~~six (6) months~~one (1) year of the adoption of this JPA. If a Road Transfer Agreement is not agreed upon in the allotted timeframe, this JPA will automatically terminate. Any agreement to transfer a roadway or segment thereof will set forth the terms and conditions precedent to such transfer. A segment of roadway is defined as a road between intersections of a publicly maintained (state, county, city) roadway. Transfer will be by separate agreement entered into between the parties which will set forth the terms and conditions precedent to such transfer, or by affidavit where appropriate.

*****

Section 3. **Amendment.** Article VI – General Provisions, Paragraph 7, shall be amended to read as follows:

ARTICLE VI – GENERAL PROVISIONS

(All other provisions within Article VI shall remain the same)

7. Termination and Amendment. This Agreement shall be effective for a term of ~~six (6) months~~one (1) year from the Effective Date. In the event both parties approve a Road Transfer Agreement within the initial one (1) year term ~~of six (6) months~~, then this Agreement shall renew automatically for a ten (10) year term from the date of the last part executes the Road Transfer Agreement, and shall automatically renew every ten (10) years thereafter, unless it is terminated upon a party providing 180 days written notice to the non-terminating party. This Agreement may be amended at any time provided both parties authorize said amendment. Except as provided for herein, no amendment or termination of this Agreement shall be binding on either party unless a written instrument terminating or amending this Agreement is executed by the Mayor and COUNTY Commission Chairman after being duly authorized to do so by their respective governing bodies, and such termination or amendment shall not be effective until after it has been filed with the Clerk of the Circuit Court of Lake County, Florida. ~~Except as set forth herein, all instruments amending or terminating this Agreement shall be recorded in the Public Records of Lake County, Florida.~~

Section 4. Other Provisions. All other provisions of the original Joint Planning Agreement approved May 20, 2025, shall remain the same unless otherwise amended through formal written agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto 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, authorized to execute same and by the City of Groveland, through its duly authorized representative.

(Signatures to Follow)

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 4th day of November, 2025.

ATTEST:

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

Approved as to form and legality:

11/4/2025

Melanie Marsh
County Attorney

CITY OF GROVELAND, FLORIDA

Keith Keogh, Mayor

This 20th day of October, 2025.

ATTEST:

Virgina Wright, City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

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

DATE: 04/29/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Public Hearing
THRU:
ITEM ID: 42948
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance creating Section 2-6, Lake County Code, establishing Lake County as a Bill of Rights Sanctuary County

---

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend adoption and execution of an Ordinance creating Section 2-6, Lake County Code, establishing Lake County as a Bill of Rights Sanctuary County.

There is no fiscal impact.

BACKGROUND SUMMARY: Following discussions on April 28, 2026, the Board of County Commissioners approved for advertising a proposed Ordinance creating Section 2-6, Lake County Code, to be entitled *Bill of Rights Sanctuary County*, establishing Lake County as a Bill of Rights Sanctuary. The Affordable Housing Advisory Committee and the Home Builders Association of Lake-Sumter were provided a copy of the proposed Ordinance on April 29, 2026.

Fiscal Impact: None.

Account No.:

Advertised Date: 5/8/2026 Paper: Daily Commercial
Attachments:

1.	Business Impact Estimate_Bill of Rights Sanctuary
2.	J. McIntosh_Affordable Housing Impact_Bill of Rights Sanctuary Ordinance_5.01.2026
3.	Interested Party Comments_5.12.26
4.	collier-county-ordinance-2023-39-engrossed-final
5.	2026-___ Declaring Lake County as Bill of Rights Sanctuary_5.14.26

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 04/29/2026
Melanie Marsh	Approved - 05/11/2026
Kandace Pourbaix	Approved - 05/11/2026
Miranda Lanoue	Approved - 05/11/2026
Jaime Stewart	Approved - 05/11/2026

Melanie Marsh	Approved - 05/11/2026
Jennifer Barker	Approved - 05/11/2026
Marisol Saldana	Final Approval - 05/11/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

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:

This ordinance creates Section 2-6, Lake County Code, establishing Lake County as a Bill of Rights Sanctuary County. This ordinance is in the best interest of the public health, safety, morals, and welfare of the County as the Bill of Rights defines core freedoms that belong to every American.

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.

There is no anticipated impact on private for profit businesses in Lake County.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

There is no anticipated impact on private for profit businesses in Lake County.

4. Any additional information:

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:	05/01/2026	Contact Name:	Jeannette McIntosh
			Affordable Housing Advisory Committee Member

Ordinance Information

Describe the Ordinance:

This Ordinance establishes Lake County as a Bill of Rights Sanctuary County

Describe the direct impact of the ordinance upon the provision of affordable housing:

There is no direct impact of the ordinance upon the provision of affordable housing.

Describe the direct impact of the ordinance upon the property owner/taxpayers/citizens who need affordable housing:

There is no direct impact of the ordinance on any person who need affordable housing.

Identify any potential indirect impacts, positive or negative which might occur as a result of the ordinance:

I can identify no potential indirect impacts, either positive or negative which might occur as a result of the ordinance.

📜 REDLINED COMPARISON

Lake County Proposed Ordinance vs Strengthened Version

🔷 SECTION TITLE / PURPOSE

Current:

Creating Section 2-6… establishing Lake County as a Bill of Rights Sanctuary County

Revised:

Creating Section 2-6… establishing Lake County as a Bill of Rights Sanctuary County;
[ADD] affirming the duty of county officials to protect constitutional rights; providing for local enforcement authority; providing for citizen petition; and providing for remedies

---

🔷 SECTION 2(b) — FINDINGS (BILL OF RIGHTS TEXT)

Current:

Full text of Amendments I–X included verbatim (very long)

Revised:

~~Full verbatim listing of Amendments I–X~~

[ADD] "...including but not limited to those rights secured by the first ten amendments to the United States Constitution, commonly referred to as the Bill of Rights."

👉 **Why:** Streamlines ordinance and avoids unnecessary bulk

🔷 SECTION 2(c) — JUDICIAL RELIEF (MAJOR CHANGE)

Current:

County may file lawsuit
Residents may petition
Requires:

- Copy of law
- Detailed legal narrative
- Notarized signatures
- **Homeowners with homestead exemption only**

Revised:

~~Residents must be homeowners with homestead exemption~~
~~Detailed legal narrative requirement (overly burdensome)~~

[ADD]

Residents of Lake County may petition the Board of County Commissioners to review potential violations of constitutional rights.

Petitions shall require:

- A written statement of concern
- Identification of the law or action in question
- Signatures from a reasonable number of residents

No property ownership or homestead requirement shall be imposed.

The Board shall consider qualifying petitions at a public meeting.

👉 **Why:** Restores real citizen access and participation

◈ SECTION 2(d) — DEFINITION OF "UNLAWFUL ACT" (CRITICAL FIX)

Current:

"Unlawful Act" requires prior court ruling declaring it unconstitutional

---

Revised:

~~"must first be declared unconstitutional by a court of competent jurisdiction"~~

[ADD]

"Unlawful Act" means any law, order, rule, or regulation that materially infringes upon constitutional rights as determined through:

- Constitutional text
- Binding judicial precedent
- Good-faith legal analysis

A prior court ruling is not required.

👉 ⚠ **Most important change in entire ordinance**

🔷 **NEW SECTION — DUTY OF COUNTY OFFICIALS**

Current:

(No equivalent section exists)

Revised (NEW):

[ADD]

All county officials, including the Sheriff, shall uphold, protect, and defend constitutional rights.

No county resources shall be knowingly used to enforce any law that materially infringes upon constitutional rights.

👉 **Why:** Creates affirmative obligation—not just symbolism

🔷 NEW SECTION — LOCAL ENFORCEMENT AUTHORITY

Current:

(No enforcement authority language)

Revised (NEW):

[ADD]
The Sheriff retains full discretion in the enforcement of laws.

Nothing in this ordinance shall require enforcement of laws reasonably believed to be unconstitutional.

👉 **Why:** Restores real-world effect and aligns with constitutional role of sheriff

---

🔷 SECTION 2(c) — COUNTY AUTHORITY TO ACT

Current:

County *may* file lawsuit
No other action specified

Revised:

~~Limits action to filing lawsuits~~

[ADD]

The County may:

- Initiate or join legal action
- Decline participation in enforcement of Unlawful Acts
- Provide guidance to officials
- Coordinate with other counties

👉 **Why:** Expands toolbox beyond courts

🔷 SECTION 2(e) — NO THIRD-PARTY BENEFICIARIES

Current:

No obligation to act
No private right of action

Revised:

(Retained but softened in effect)

[MODIFY]

Keep liability protections, but do NOT use them to undermine:

- Duty language
- Enforcement authority

👉 **Why:** Maintain legal protection without gutting ordinance

---

🔷 OVERALL STRUCTURAL CHANGE

Current Draft:

- Declaration
- Lawsuit process
- Restrictions
- Legal insulation

Revised Version Adds:

- **Duty**
- **Enforcement authority**
- **Broader definition of unlawful act**
- **Accessible citizen process**

- **Multiple remedies**

🔥 EXECUTIVE SUMMARY (FOR COMMISSIONERS)

The revised version:

✅ Removes barriers to citizen participation
✅ Restores local constitutional authority
✅ Allows action without waiting years for courts
✅ Clarifies sheriff's role
✅ Maintains legal defensibility

⚠️ STRATEGIC TAKEAWAY

The current Lake County draft is:

"We will consider going to court someday."

The revised version becomes:

"We will actively protect constitutional rights at the local level—while preserving legal options."

Below is the originally proposed Lake County Ordinance:

ORDINANCE NO. 2023-39

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, ESTABLISHING COLLIER COUNTY AS A BILL OF RIGHTS SANCTUARY COUNTY

WHEREAS the Collier County Board of County Commissioners has growing concerns over the federal government's increasing encroachment on the rights and privileges of its citizens; and,

WHEREAS of particular concern are those edicts being promulgated by the federal government in the form of executive orders, which circumvent the legislative process and arguably violate the fundamental American doctrine of separation of powers; and,

WHEREAS Article I, Section 1 of the Florida State Constitution recognizes that, "[a]ll political power is inherent in the people…"; and,

WHEREAS the Tenth Amendment to the Constitution of the United States of America states, "The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people."; and,

WHEREAS "… federalism protects the liberty of the individual from arbitrary power…[and a]n individual has a direct interest in objecting to laws that upset the constitutional balance between the National Government and the States when the enforcement of those laws causes injury that is concrete, particular, and redressable. Fidelity to principles of federalism is not for the States alone to vindicate." *Bond v. United States*, 564 U.S. 211, 222, 131 S. Ct. 2355, 2364-65 (2011); and,

WHEREAS "[t]he structural principles secured by the separation of powers protect the individual as well." *Id.*; and,

WHEREAS the State of Florida is divided into various counties and municipalities and Article VIII, Section 1(f) of the Florida Constitution vests counties with "such power of self-government as is provided by general or special law."; and,

WHEREAS Chapter 125.01, Florida Statutes specifically authorizes counties to "[a]dopt ordinances and resolutions necessary for the exercise of its powers… [and p]erform any other acts not inconsistent with law, which acts are in the common interest of the people of the county, and exercise all powers and privileges not specifically prohibited by law…"; and,

WHEREAS Chapter 125.01, Florida Statutes further provides that, "[t]he provisions of this section shall be liberally construed in order to effectively carry out the purpose of this section and to secure for the counties the broad exercise of home rule powers authorized by the State Constitution."; and,

WHEREAS neither the United States Congress nor the Executive Branch of the federal government has the authority to commandeer the states to act (see, e.g., *Murphy v. National Collegiate Athletic Ass'n*, 138 S. Ct. 1461 [2018]); and,

WHEREAS the anti-commandeering principle is absolute and categorical. See *Printz v. United States*, 521 U.S. 898, 935 (1997) ("It matters not whether policymaking is involved, and no case-by-case weighing of the burdens or benefits is necessary; such commands are fundamentally incompatible with our constitutional system of dual sovereignty."); and,

WHEREAS "[w]here Congress exceeds its authority relative to the States, therefore, the departure from the constitutional plan cannot be ratified by the "consent" of state officials" *New York v. United States*, 505 U.S. 144, 182, 112 S. Ct. 2408, 2431 (1992); and,

WHEREAS the Board of County Commissioners acknowledges and affirms that the Sheriff is an independent Constitutional officer and not under the authority of this Board, but the Sheriff is charged with the duty to enforce County Ordinances;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

SECTION ONE: Title

This ordinance shall be known and cited as the "Bill of Rights Sanctuary County Ordinance".

SECTION TWO: Findings

In addition to the foregoing whereas clauses, the Board of County Commissioners of Collier County, Florida, hereby finds and declares:

In order to secure the rights of the citizens of Collier County as enumerated, in part, by the United States Constitution including the first ten amendments thereto, which are commonly referred to as the Bill of Rights of that Constitution, and reads as follows:

Amendment I
Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

Amendment II
A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

Amendment III
No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner; nor in time of war, but in a manner to be prescribed by law.

Amendment IV
The right of the people to secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and persons or things to be seized.

Amendment V
No person shall be held to answer for a capital, or infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in a militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself; nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use without just compensation.

Amendment VI
In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed; which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor; and to have the assistance of counsel for his defense.

Amendment VII
In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any Court of the United States, than according to the rules of common law.

Amendment VIII
Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.

Amendment IX
The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

Amendment X
The powers not delegated to the United States by the Constitution, nor prohibited by it to the states, are reserved to the states respectively, or to the people.

Collier County has the right to be free from the commanding hand of the federal government and has the right to refuse to cooperate with federal government officials in response to unconstitutional federal government measures, and to proclaim a Bill of Rights Sanctuary for law-abiding citizens in its County;

THEREFORE, through the enactment of this Ordinance, Collier County, Florida is hereby declared to be a Bill of Rights Sanctuary County.

SECTION THREE: Definitions

A. An "Unlawful Act" shall consist of:

1. Any federal act, law, order, rule, or regulation, which violates or unreasonably restricts, impedes, or impinges upon an individual's Constitutional rights including, but not limited to, those enumerated in Amendments 1 through 10 to the United States Constitution.

2. Any such "Unlawful Act" is invalid in Collier County and shall not be recognized by Collier County, and shall be considered null, void and of no effect in Collier County, Florida.

SECTION FOUR: Prohibitions

A. Notwithstanding any other law, regulation, rule or order to the contrary, no agent, department, employee or official of Collier County, a political subdivision of the State of Florida, while acting in their official capacity, shall:

1. Intentionally participate in any way in the enforcement of any Unlawful Act; or,

2. Utilize any assets, Collier County funds, or funds allocated by any entity to Collier County, in whole or in part, to engage in any activity that aids in the enforcement or investigation relating to an Unlawful Act.

SECTION FIVE: Penalties

A. Anyone within the jurisdiction of Collier County, Florida, accused of being in violation of this ordinance may be sued in Circuit Court for declaratory and injunctive relief, damages and attorneys' fees.

B. In addition to the civil liability provided for by Section A above, violation of this Ordinance shall be punishable in accordance with Section 1-6 of the Collier County Code of Ordinances (General Penalty).

SECTION FIVE: Conflict and Severability

In the event this Ordinance conflicts with any other ordinance of Collier County or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION SIX: Inclusion in the Code of Laws and Ordinances

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Collier County, Florida. The sections of the Ordinance may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section" or "article" or any other appropriate word.

SECTION SEVEN: Effective Date

This Ordinance shall become effective upon filing with the Florida Department of State.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida this 22nd day of August, 2023.

ATTEST:
Crystal K. Kinzel, Clerk of Courts

By: _____, Deputy Clerk
Attest as to Chairman's signature only

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Rick LoCastro, Chairman

This ordinance filed with the Secretary of State's Office the 24 day of August, 2023 and acknowledgement of that filing received this 24 day of August, 2023.

By _____ Deputy Clerk

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

August 24, 2023

Crystal K. Kinzel, Clerk of Court
Office of the Clerk of the Circuit Court
& Comptroller of Collier County
3329 Tamiami Trail E, Suite #401
Naples, FL 34112

Dear Ms. Kinzel,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Collier County Ordinance No. 2023-39, which was filed in this office on August 24, 2023.

If you have any questions or need further assistance, please contact me at (850) 245-6271 or Anya.Owens@DOS.MyFlorida.com.

Sincerely,

Anya C. Owens
Administrative Code and Register Director

ACO/wlh

Summary of Ordinance

This Ordinance creates Section 2-6, Lake County Code, establishing Lake County as a Bill of Rights Sanctuary County.

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; CREATING SECTION 2-6, LAKE COUNTY CODE, TO BE ENTITLED *BILL OF RIGHTS SANCTUARY COUNTY*; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, understanding the Bill of Rights is essential because it defines the core freedoms that belong to every American - protecting our speech, our property, our privacy, and our ability to live without undue government intrusion; and

WHEREAS, these rights are not abstract; they are practical safeguards that shape everyday life and preserve individual liberty; and

WHEREAS, an informed citizenry is the strongest defense of these freedoms, ensuring they are not eroded over time but upheld, exercised, and passed on to future generations; and

WHEREAS, from time to time, mandates are promulgated by the federal government in the form of executive orders which have the effect of circumventing the legislative process or administrative rules promulgated which exceed the parameters of the laws which enabled them; and

WHEREAS, Article 1, Section 1 of the Florida State Constitution recognizes that, "[a]ll political power is inherent in the people…"; and

WHEREAS, the Tenth Amendment to the Constitution of the United States of America states, "The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States Respectively, or to the people."; and

WHEREAS, the State of Florida is divided into 67 counties with 411 municipalities, and Article VIII, Section 1(f) of the Florida Constitution vests counties with, "such power of self-government as is provided by general or special law."; and

WHEREAS, Chapter 125.01, Florida Statutes, specifically authorizes counties to "[a]dopt ordinances and resolutions necessary for the exercise of its powers…[and p]erform any other acts not inconsistent with law, which acts are in the common interest of the people of the county, and exercise all powers and privileges not specifically prohibited by law…"; and

WHEREAS, Chapter 125.01, Florida Statutes, further provides that, "[t]he provisions of this section shall be liberally construed in order to effectively carry out the purpose of this section and to secure for the counties the broad exercise of home rule powers authorized by the State Constitution."; and

WHEREAS, through the enactment of this Ordinance, the Board of County Commissioners hereby establishes Lake County as a Bill of Rights Sanctuary County.

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 2-6, Lake County Code, to be entitled *Bill of Rights Sanctuary County*, is hereby created to read as follows:

Sec. 2-6. – Bill of Rights Sanctuary County.

(a) *Declaration.* The Board of County Commissioners hereby declares Lake County, Florida, a Bill of Rights "Sanctuary County".

(b) *Findings.* In order to secure the rights of the citizens of Lake County as enumerated, in part, by the United States Constitution including, but not limited to, those rights secured by the first ten (10) Amendments to the United States Constitution ~~thereto, which are~~ commonly referred to as the *Bill of Rights*.~~, and reads as follows:~~

~~Amendment I~~
~~Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble, and to petition the government for a redress of grievances.~~

~~Amendment II~~
~~A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.~~

~~Amendment III~~
~~No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner; nor in time of war, but in a manner to be prescribed by law.~~
~~Amendment IV~~
~~The right of the people to secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and persons or things to be seized.~~

~~Amendment V~~
~~No person shall be held to answer for a capital, or infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in a militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself; nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use without just compensation.~~

~~Amendment VI~~
~~In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed; which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor; and to have the assistance of counsel for his defense.~~

~~Amendment VII~~
~~In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any Court of the United States, than according to the rules of common law.~~

~~Amendment VIII~~
~~Excessive bail shall not be required, nor excessive fines imposed, no cruel and unusual punishments inflicted.~~

~~Amendment IX~~
~~The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.~~

~~Amendment X~~
~~The powers not delegated to the United States by the Constitution, nor prohibited by it to the states, are reserved to the states respectively, or to the people.~~

(c) *Judicial Relief.* Lake County has the right to seek judicial relief from an Alleged Unlawful Act of federal government officials in response to alleged unconstitutional federal government measures, and to proclaim a Bill of Rights Sanctuary for law-abiding citizens in its jurisdictional boundaries. The Lake County Board of County Commissioners may, upon their own motion, file a lawsuit in the appropriate court to challenge federal actions and seek a declaration that such actions are ~~an Unlawful Act~~ unconstitutional. The Board of County Commissioners additionally reserves the right to seek entry into legal action initiated by others, decline participation in an unconstitutional act, and coordinate with other counties as needed. Residents of Lake County may additionally petition the Board of County Commissioners to file a lawsuit seeking a judicial declaration. To present a petition to the Board of County Commissioners for consideration, the petition must include:

1. A copy of the federal act, law, order, rule, or regulation subject to challenge.
2. A detailed narrative as to the basis for the challenge and how the federal act, law, order, rule, or regulation violates or unreasonably restricts or impinges upon an individual's constitutional rights. Narratives that include generalized statements of constitutional violations are insufficient to support a petition.
3. Notarized, under oath, signature pages signed by at least fifty (50) residents of Lake County. Residents must provide a copy of their driver's license, passport, or state issued identification card ~~be homeowners~~ with a verifiable address located within the geographic boundaries of Lake County, Florida ~~and must have homestead exemption as granted by the Property Appraiser's Office~~.

Upon receipt of a petition satisfying the conditions set forth herein, the Board of County Commissioners shall consider at a duly advertised public hearing whether to file a lawsuit to challenge a specified federal act, law, order, rule, or regulation.

(d) *Definition.* An "Alleged Unlawful Act" shall consist of any federal act, law, order, rule, or regulation, which allegedly violates or unreasonably restricts or impinges upon an individual's constitutional rights including, but not limited to, those enumerated in Amendments 1 through 10 of the United States Constitution. ~~To qualify as an "Unlawful Act" the federal act, law, order, rule, or regulation must first be declared as unconstitutional by a court of competent jurisdiction.~~

(e) *No Third Party Beneficiaries.* Nothing herein in intended to create a cause of action or private right on behalf of any person as against the Board of County Commissioners. Further, nothing herein shall require the Board of County Commissioners to pursue litigation or to otherwise challenge a federal act, law, order, rule, or regulation.

(f) *Affirmation of Constitutional Rights*. The Board of County Commissioners hereby affirms its commitment to upholding, protecting, and defending constitutional rights. No county resources will be knowingly used to enforce any law declared by a court of competent jurisdiction to be unconstitutional.

(g) *Enforcement Affirmation.* In accordance with Florida law, the Sheriff retains enforcement discretion. Nothing in this section shall require the Sheriff to otherwise enforce any unconstitutional law.

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 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 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

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

DATE: 05/04/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Public Hearing
THRU:
ITEM ID: 42925
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance repealing Chapter 6.5, Lake County Code, entitled *Cable Communications*, and amending Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permits*.

RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend adoption and execution of an Ordinance repealing Chapter 6.5, Lake County Code, entitled *Cable Communications*, and amending Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permits*.

There is no fiscal impact.

BACKGROUND SUMMARY: Pursuant to LCC-102 adopted on August 29, 2023, concurrent with the adoption of any new code requirements, the Board of County Commissioners (Board) may repeal an existing code requirement to further the Board's objective to ensure that newly adopted code provisions do not increase the overall regulatory impact on the residents and businesses within the unincorporated County.

Chapter 6.5, entitled *Cable Communications*, Lake County Code, was enacted on October 4, 1994, through Ordinance 1994-14 for the purposes of regulating the cable communications franchises within Lake County. The proposed Ordinance repeals Chapter 6.5 as the regulation is obsolete. Cable communications are regulated under Chapter 610, Florida Statutes, entitled *Cable and Video Services*, and registration and franchising of cable communications entities is preempted to the State of Florida.

This Ordinance also amends Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permits*, to reorganize the remaining regulations of Chapter 6.5 for greater efficiency in connection with the repeal as the statute reserves to local government the ability to issue permits for cable communications facilities to be installed or located within the right-of-way.

This proposed Ordinance accompanies the HOA Affidavit Requirement for Zoning Permits Ordinance. The Board approved this proposed Ordinance for advertising on May 5, 2026.

Fiscal Impact: None.

Account No.:

Advertised Date: 5/8/2026 Paper: Daily Commercial

Attachments:

1.	Proposed Ordinance
2.	Business-Impact-Estimate_Repeal Chapter 6.5 & Amending Section 18-3

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 05/04/2026
Melanie Marsh	Approved - 05/04/2026
Kandace Pourbaix	Approved - 05/04/2026
Miranda Lanoue	Approved - 05/04/2026
Jaime Stewart	Approved - 05/04/2026
Melanie Marsh	Approved - 05/08/2026
Jennifer Barker	Approved - 05/08/2026
Marisol Saldana	Final Approval - 05/08/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Summary of Ordinance

This Ordinance repeals Chapter 6.5, Lake County Code, entitled *Cable Communications,* and amends Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permits*. Chapter 6.5 regarding Cable Communications was enacted through Ordinance 1994-14 for the purposes of regulating cable communications franchises within Lake County. The regulation is obsolete. Cable communications are regulated by Chapter 610, Florida Statutes, entitled *Cable and Video Services*, and registration and franchising of cable communications entities is preempted to the State of Florida. The statute reserves to local government the ability to issue permits for cable communications facilities to be installed or located within the right-of-way, and therefore amendments to Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permits,* are incorporated to reorganize the remaining regulations for greater efficiency in connection with the repeal.

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; REPEALING CHAPTER 6.5, LAKE COUNTY CODE, ENTITLED *CABLE COMMUNICATIONS*; AMENDING CHAPTER 18, SECTION 18-3, LAKE COUNTY CODE, ENTITLED *RIGHT-OF-WAY UTILIZATION PERMIT*; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 6.5, Lake County Code, was enacted on October 4, 1994, through Ordinance 1994-14 for the purposes of regulating the cable communications franchises within Lake County; and

WHEREAS, the State of Florida continues to regulate this activity pursuant to Chapter 610, Florida Statutes, entitled *Cable and Video Services*; and

WHEREAS, legislative changes to Chapter 610, Florida Statutes, since the enactment of Chapter 6.5, Lake County Code, have preempted the area of cable communications franchising to the State, rendering large portions of this code obsolete; and

WHEREAS, Section 610.114, Florida Statutes, entitled *Limitation on local authority*, provides that although cable franchise regulation is preempted to the State, municipalities and counties may continue to require permits from cable communications entities for cable facilities installed within public rights-of-way; therefore, Section 18.3, Lake County Code, entitled *Right-of-Way Utilization Permits* shall be amended to incorporate the provisions of Chapter 6.5 which were applicable to use of public rights-of-way; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the residents of Lake County to repeal Chapter 6.5 and amend Section 18-3 accordingly to remove the unnecessary regulations and relocate the remaining applicable regulations to the appropriate section of the Code.

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. **Repealer.** Section 6.5, Lake County Code, entitled *Cable Communications*, is hereby repealed in its entirety and shall be marked as "Reserved" as follows:

Chapter 6.5 ~~CABLE COMMUNICATIONS~~RESERVED.

Section 3. **Amendment.** Section 18-3, Lake County Code, entitled *Right-of-Way Utilization Permit*, is hereby amended to read as follows:

Sec. 18-3. Right-of-way utilization permit.

{All preceding sections shall remain unchanged.}

****

(g) *Inspection and Approval of Work.* The County Shall have the right to inspect and approve all materials and/or phases of work. Final inspection and acceptance of work by the County must be obtained to document the completion of the work. All work Shall be subject to the construction requirements and inspections as required in other provisions of these regulations. All transmission and distribution structures, lines, and equipment erected by a Permittee shall be located in accordance with County standards and approval so as to cause minimum interference with the proper use of streets and other public places, and to cause minimum interference with the rights and reasonable convenience of adjoining property owners of the said streets, or other public places.

h) *Guarantee and Responsibility for Compliance.*

(1) Permittees Shall guarantee all work performed under the terms of the permit for a period of one (1) year from the date of final inspection and acceptance of work. However, any repair costs which are due to an obvious failure to comply with applicable standards (i.e., depth of cover, etc.) Shall be the responsibility of the original permittee regardless of the original date of acceptance.

(2) Either the permittee, or the permittee's successors or assigns, shall be responsible for all maintenance associated with the improvement or structure placed above, on or

under the public right-of-way or public easement. The permittee or the permittee's successors or assigns shall indemnify and defend the County for any personal injuries or property damage resulting from the failure to duly maintain the improvement or structure, and shall indemnify and defend the County for any personal injuries or property damages resulting from the construction or maintenance activities permitted hereunder. Further, the permittee, or the permittee's successors or assigns shall be responsible for any personal injuries or property damages the construction, maintenance, improvements or structures cause to third parties.

(3) Any failures Shall be repaired by the permittee, or permittee's successors or assigns, at the direction of the County, within five (5) days, unless the urgency of the problem requires a quicker reaction time.

(4) The permittee, or permittee's successors or assigns, Shall be responsible for all repair costs incurred due to damages to existing utilities by failure to use due care, including errors in locating existing utilities during construction.

(5) The permittee or permittee's successors or assigns assumes full and total responsibility for compliance with these regulations, supporting standards, additional requirements of the Board of County Commissioners, any municipal, County, state or federal laws, ordinances, or other directives which may apply to the proposed construction or maintenance work, improvement or structure.

(i) *Removal/Relocation of Improvements/Structures.* Upon ten (10) days written notice from the County, the permittee, or permittee's successors or assigns, Shall be required to remove, at permittee's sole expense, and/or relocate the improvements or structures placed within the right-of-way. Each permittee shall, upon request by any person or legal entity holding a building moving permit, or other approval issued by the county or the State of Florida, temporarily remove, raise or lower its wires to permit the movement of buildings. The expense of such removal, raising or lowering shall be paid by the person or legal entity requesting the same, and a permittee shall be authorized to require such payment in advance. A permittee shall be given not less than forty-eight (48) hours prior written notice to arrange for such temporary wire changes.

****

{All subsequent sections 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 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

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:

It has been determined that it is in the best interest of the residents of Lake County to repeal an outdated or obsolete ordinance whenever a new ordinance is codified.

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.

There is no anticipated impact on private for profit businesses in Lake County.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

There is no anticipated impact on private for profit businesses in Lake County.

4. Any additional information:

This ordinance repeals Chapter 6.5, Lake County Code, and amends Section 18-3, Lake County Code. The regulation provided for in Chapter 6.5 is obsolete as it is now regulated by Chapter 610, Florida Statutes. Section 18-3 has been amended to describe the County's ability to issue permits for cable communications installed in the right of way.

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: 04/23/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Public Hearing
THRU:
ITEM ID: 42924
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: 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: Approve
Adopt

Recommend adoption and execution of an 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. The proposed Ordinance amends 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.

On April 14, 2026, the Board of County Commissioners approved the proposed Ordinance for advertising. The Affordable Housing Advisory Committee and the Home Builders Association of Lake-Sumter were provided a copy of the proposed Ordinance on April 20, 2026. The proposed Ordinance was presented to the Planning & Zoning Board on May 6, 2026.

Fiscal Impact: None.

Account No.:

Advertised Date: 5/08/2026
Paper: Daily Commercial
Attachments:

1.	Proposed Ordinance
2.	HOA Affidavit
3.	Business Impact Estimate_HOA_Affidavit
4.	J. McIntosh_Affordable Housing Impact_HOA Affidavit Requirement for Permits_4.26.2026
5.	PZB Errata

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 04/23/2026
Melanie Marsh	Approved - 04/28/2026
Kandace Pourbaix	Approved - 04/28/2026
Miranda Lanoue	Approved - 04/28/2026
Jaime Stewart	Approved - 04/28/2026
Melanie Marsh	Approved - 05/04/2026
Jennifer Barker	Approved - 05/07/2026
Marisol Saldana	Final Approval - 05/07/2026

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.

AFFORDABLE HOUSING IMPACT STATEMENT

Contact Information			
Date:	April 26, 2026	Contact Name:	Jeannette McIntosh
			Affordable Housing Advisory Committee Member

Ordinance Information

Describe the Ordinance:

This ordinance amends the county's land development regulations to add a new requirement for zoning permit applicants. Property owners must now submit a signed affidavit alongside their zoning permit application, certifying that they have either met the architectural review standards of their mandatory homeowner's association (if applicable) or complied with any relevant restrictive covenants on the property.

Describe the direct impact of the ordinance upon the provision of affordable housing:

There is no direct impact of the ordinance upon the provision of affordable housing.

Describe the direct impact of the ordinance upon the property owner/taxpayers/citizens who need affordable housing:

There is no direct impact of the ordinance on any property owner/citizen/taxpayer who is looking for affordable housing.

Identify any potential indirect impacts, positive or negative which might occur as a result of the ordinance:

I see no potential indirect impacts, either positive or negative, which may result from this ordinance. Other than the fact that people will not now be making changes that have not been approved by their HOA.

HOA AFFIDAVIT REQUIREMENTS FOR PERMITS
ERRATA SHEET

Requested changes pursuant to the May 6, 2026 Planning & Zoning Board meeting.

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:

****

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~~will comply~~ied~~ 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. 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. This section only applies to developers and developer owned property. Individual lot owners within a developer controlled subdivision must submit an affidavit under subsection 1 above.

~~2~~3. 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~~4. 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~~5. 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~~6. 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.

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

DATE: 05/08/2026
MEETING DATE: 5/19/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Departmental Item
THRU:
ITEM ID: 42963
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance repealing Article VIII, Chapter 3, Lake County Code, entitled *Pain Management Clinics*

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to advertise an Ordinance repealing Article VIII, Chapter 3, Lake County Code, entitled *Pain Management Clinics*.

There is no fiscal impact.

BACKGROUND SUMMARY: On March 1, 2011, the Board of County Commissioners (Board) enacted Ordinance 2011-14 creating Article VII, Chapter 14, Lake County Code, entitled *Pain Management Clinics*, for the purposes of establishing a moratorium on pain management clinics as well as regulating payments and hours for the existing establishments within Lake County. On April 22, 2014, the Board adopted Ordinance 2014-16, which renumbered Article VII, Chapter 14, entitled *Pain Management Clinics*, to Article VIII, Chapter 3, Lake County Code.

Pain Management Clinics are regulated by the State of Florida under Section 458.3265, Florida Statutes, and Section 459.0137, Florida Statutes, both entitled *Pain-management clinics*, and Florida Administrative Code Rule 64B-7.001, entitled *Pain Management Clinic Registration Requirements; Exemption Certificates; Inspection and Registration Fees*, and Rule 64B-7.002, entitled *Disciplinary Guidelines*; therefore, Article VIII, Chapter 3 of the Code is obsolete.

Pursuant to LCC-102 adopted on August 29, 2023, concurrent with the adoption of any new code requirements, the Board of County Commissioners (Board) may repeal an existing code requirement to further the Board's objective to ensure that newly adopted code provisions do not increase the overall regulatory impact on the residents and businesses within the unincorporated County.

The repeal of Article VIII, Chapter 3, Lake County Code, entitled *Pain Management Clinics*, is in conjunction with the adoption of an Ordinance creating Section 2-6, Lake County Code, establishing Lake County as a Bill of Rights Sanctuary County scheduled for public hearing on May 19, 2026.

If approved to advertise, the Public Hearing will be scheduled for June 9, 2026.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Proposed Ordinance
2.	BIE_Repeal Article VIII, Chapter 3, Pain Management Clinics_5.08.2026

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 05/08/2026
Melanie Marsh	Approved - 05/08/2026
Kandace Pourbaix	Approved - 05/08/2026
Miranda Lanoue	Approved - 05/08/2026
Jaime Stewart	Approved - 05/08/2026
Melanie Marsh	Approved - 05/08/2026
Jennifer Barker	Approved - 05/08/2026
Marisol Saldana	Final Approval - 05/08/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Summary of Ordinance

This Ordinance repeals Article VIII, Chapter 3, Lake County Code, entitled *Pain Management Clinics*. This Code provision was enacted through Ordinance 2011-14 for the purposes imposing a moratorium on the issuance of business tax receipts for Pain Management Clinics within Lake County, and to impose regulations on payments and hours for existing Pain Management Clinics. The regulation is obsolete as Pain Management Clinics are regulated by Section 458.3265, Florida Statutes, and Section 459.0137, both entitled *Pain-management clinics*, and Florida Administrative Code (F.A.C.) Rule 64B-7.001, entitled *Pain Management Clinic Registration Requirements; Exemption Certificates; Inspection and Registration Fees*, and Rule 64B-7.002 *Disciplinary Guidelines*.

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; REPEALING ARTICLE VIII, CHAPTER 3, LAKE COUNTY CODE, ENTITLED *PAIN MANAGEMENT CLINICS*; 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 March 1, 2011, the Board of County Commissioners (Board) enacted Ordinance 2011-14 creating Article VII, Chapter 14, Lake County Code, entitled *Pain Management Clinics,* for the purposes of establishing a moratorium on pain management clinics as well as regulating payments and hours for the existing establishments within Lake County; and

WHEREAS, on April 22, 2014, the Board adopted Ordinance 2014-16, which renumbered Article VII, Chapter 14, entitled *Pain Management Clinics,* to Article VIII, Chapter 3, Lake County Code.

WHEREAS, the State of Florida regulates these facilities pursuant to Section 458.3265, Florida Statutes, and Section 459.0137, Florida Statutes, both entitled *Pain-management clinics,* as well as F.A.C. Rule 64B-7.001, entitled *Pain Management Clinic Registration Requirements; Exemption Certificates; Inspection and Registration Fees*, and Rule 64B-7.002, entitled *Disciplinary Guidelines*; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the residents of Lake County to repeal unnecessary regulations.

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. **Repealer.** Article VIII, Chapter 3, Lake County Code, entitled *Pain Management Clinics*, is hereby repealed in its entirety and shall be marked as "Reserved."

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 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 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 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

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:

This ordinance repeals Article VIII, Chapter 3, Lake County as the provisions provided for in this Code are now provided for under State Statutes. It has been determined that it is in the best interests of Lake County residents to repeal an ordinance when a new ordinance is codified.

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.

There is no anticipated impact on for-profit business in Lake County.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Any additional information:

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: 04/10/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Other
THRU: **ITEM ID:** 42901
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Lake-Sumter MPO Community Advisory Committee (CAC) Appointment

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to appoint Stephanie Winheim to the Lake-Sumter MPO Community Advisory Committee. There are two vacancies and one application.

BACKGROUND SUMMARY: The Community Advisory Committee ensures the public has the opportunity to review and evaluate all proposed transportation plans and programs. Approximately one-half the Community Advisory Committee members are appointed by local governments, and the remaining members by the MPO Governing Board. The committee membership includes multimodal transportation advocates, as well as representatives from under-served communities and business interests. This composition encourages diversity of many kinds, including geographic, demographic and modal. This committee has a special advisory role to the Lake~Sumter MPO because it provides a necessary communication link between the MPO and the community it serves. The committee also solicits input and recommendations from other citizens' groups and interested stakeholders when reviewing transportation plans and programs.

Current vacancies: Two primary seats and five alternate seats. These vacancies are to be filled by Lake County.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Winheim, Stephenie Application 3.13.26

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 04/10/2026
Misty Spahn	Approved - 04/16/2026
Melanie Marsh	Approved - 05/01/2026
Jennifer Barker	Approved - 05/07/2026
Marisol Saldana	Final Approval - 05/07/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

From: noreply
To: Spahn, Misty; Saldana, Marisol
Subject: Application for Advisory Board/Committee
Date: Friday, March 13, 2026 11:54:22 AM

You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Stephenie Winheim (rea)
Home phone: 352-636-4786

Address

County of residence: Lake

Mailing

33316 Tewksbury Drive, Leesburg, 34788

Physical

33316 Tewksbury Drive, Leesburg, 34788

Education

Lake Technical College, Lake-Sumter, Licensed Nurse since 2004, Licensed Real Estate Agent/Broker since 2016

Business Info

Self Employed, Stephenie M. Winheim PLLC
3526364786
Position: Broker Assoc/owner
Address:
33316 Tewksbury Dr
Leesburg 34788

Qualifications

Training, experience, or qualifications related to board / committee:
10+ years of in local real estate to include residential, small development projects and light commercial. I have actively attended and participated in local commission meeting for over a decade plus and more so over the last 2 years including current JPA discussions, development meetings, reviewing planning and zoning, researching legislation and bill proposal as well as municipal/county budgets. I have a large engagement with our local community and have knowledge in traffic/road safety as a law enforcement spouse with direct contact to our local community traffic safety team.

Reason interested in appointment:
I am hoping to become more a part of our local process to bring a positive impact by continuing to serve the great folks of Lake County, as well as continue to learn and development knowledge and skill sets to become a well-rounded community leader.

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:
- 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): True
- 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: True
- Public Lands Committee:
- Public Safety Coordinating Council:
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council
- Other

References:

Jami Hill
321-303-6873
3013 Lake Woodward, Eustis FL

Christopher Merrill
352-267-0139
89 Tennesse Ave, Umatilla FL

Jason Kerley
352-516-2949
P.O. Box 717, Umatilla FL

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: 04/14/2026 **MEETING DATE:** 5/19/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Other
THRU: **ITEM ID:** 42911
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: WellFlorida Council Appointment

RECOMMENDATION/REQUIRED ACTION: Approve

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

- Juana De La Cruz (*also appointed to the Children's Services Council and Library Advisory Board)*
- Christopher Gonzalez
- Colleen Wallace

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.

Note: Ms. De La Cruz is also appointed to the Children's Services Council and Library Advisory Board.

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

3.	Wallace, Colleen Application 3.23.26

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 04/14/2026
Melanie Marsh	Approved - 05/11/2026
Jennifer Barker	Approved - 05/11/2026
Marisol Saldana	Final Approval - 05/11/2026

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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From: noreply
To: Spahn, Misty; Saldana, Marisol
Subject: Application for Advisory Board/Committee
Date: Tuesday, March 24, 2026 11:28:09 AM

You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Colleen Wallace (colleenwallace2023@outlook.com)
Home phone: 352-408-6907

Address

County of residence: Lake

Mailing

PO Box 2485, Umatilla, 32784

Physical

19154 Bransons Way, Umatilla, 32784

Education

2022 – Current Florida Southern College Doctorate of Nursing Practice
2018 – 2020 Florida Southern College Master of Science in Nursing
2015 – 2017 South University Bachelor of Science in Nursing 2009 – 2012 Keiser University Associate of Science in Nursing

Business Info

Wallace Health
352-747-0747
Position: Owner
Address:
287 S. Central Ave
Umatilla 32784

Qualifications

Training, experience, or qualifications related to board / committee:
WORK EXPERIENCE Wallace Health, Primary, Walk-In & Spa Care, Umatilla, FL Owner, Opened Jan 23, 2021 APRN #1101114 MSN, NP-C, Owner/Operator • Owner, of a new primary care, walk-in care and spa services facility in Umatilla, FL. • All chronic care conditions, minor acute conditions, and various spa treatment services. • Accepts Medicare, Medicaid, GEHA, Humana Tricare, Cigna and in the process of credentialing with 10 other major insurers. Able to safely manage conditions such as: Diabetes Hyperlipidemia Chronic Obstructive Pulmonary Disease Hypertension Atrial fibrillation Cholesterol treatment Congestive Heart Failure Urinary tract infections Bronchitis Sinusitis Anemia Allergies Influenza Pneumonia Obesity Depression Anxiety Hypothyroid Shingles Chronic pain Migraines Contact Dermatitis Wounds Lacerations Conjunctivitis Vaccinations Certifications include: American Academy of Nurse Practitioners American Academy of Facial Esthetics – PDO Threads, Botox / Dermal Fillers Alma Laser XL Harmony Pro Certified | Alma Femi Lift / CO2 Laser Certified Cryoskin Body Slimming Certified Biote – HRT Therapy Certified Cellular Medicine Association or Member of CMA and Certified in the following: Priapus Shot, O-Shot, Vampire Facelift, PRP Joint Injections, Vampire Hair Regrowth, Vampire Facial, Vampire Breast lift Orlando Health, Emergency Department, Clermont, FL Employment since October 2015 - October 2020 Registered Nurse RN#9347917 (ER, RN) 10/2015 From ER RN FT @ Southlake to Clinical Assistant Nurse Manager @ Blue Cedar to RN PRN @ South Lake • While the manager at the free-standing ER Blue Cedar, all daily operations and staffing, ensuring quality safety and HCPS scores were met and exceeded. • Cared for patients with STOKE, STEMI, CODES, POST CODE with ROSC, given TPA, Chest Tubes for Pneumothorax, SEPSIS patients, and all types of critical care patients. • Positions held are staff RN, relief charge RN, charge RN and Clinical Assistant Nurse Manager. • I thoroughly enjoy critical care and working in the emergency room. • Supervision of ancillary staff with mutual respect and team effort. • Active knowledge of best practice protocols when caring

for critical patients. • Safely administering excellent patient care within the emergency room environment. • Actively participating in Codes, Stroke Protocol with TPA in less than 60 minutes, STEMI, respiratory arrest, and critical patient care. Administering care with evidence-based practice. • Relief charge nurse as needed in department – managing the flow • Triaging EMS upon arrival, Aseptic technique for all sterile procedures. • Proficient in assessments, charting, EKG's, IV, Lab draw, blood cultures, ISTAT collection, providing safe medication administration, critical drips and IV fluids • SBAR Report in an efficient, professional, and effective manner, Communication in a professional manner with doctors, staff, patients, and visitors. The Villages Regional Medical Center, Emergency Room Registered Nurse / Charge Nurse RN#9347917 (ER, RN) 3/2013 – 8/2015 • Charge nurse in a 45+ bed high level of acuity emergency department. • Safely administering excellent patient care within the emergency room environment. • Actively participating in Codes, Stroke Protocol with TPA in less than 60 minutes, STEMI, respiratory arrest along with critical patient care. Administering care with evidence-based practice. • Triaging EMS upon arrival, Aseptic technique for all sterile procedures. • Proficient in assessments, charting, EKG's, IV, Lab draw, blood cultures, ISTAT collection, providing safe medication administration, critical drips and IV fluids • Ensuring all rooms within the unit are clean, properly equipped with supplies. Compassionate Care Hospice, Professional & Community Clinical Liaison RN, The Villages, FL Registered Nurse RN#9347917 (RN) 11/2017- 1/2020 last position Clinical Manager • Educating healthcare staff on the admission guidelines for hospice care • Providing support to community hospitals in their flow by admitting patients to hospice and discharging them home or to appropriate facilities. • Assessing patients for hospice care in their home across Lake and Sumter Counties • Knowledge of CMS Hospice Guidelines for admission • Ordering appropriate medical equipment for the patient's home • Medication reconciliation and suggestions for new medications such as comfort pack for new admissions • Communicating in an SBAR format to hospice doctors and other staff in relation to patient care • Completing all assessments and appropriate paperwork in a timely manner • Working autonomously in the field.

Reason interested in appointment:
My goal is to guide our population not only Lake County but also our great State of Florida healthier through education and guidance.

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:
- 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:

Angela Register
352-602-1851
40200 Babb Road, Umatilla, FL 32784

Clayton Blanchard
352-406-0204
22200 Lake Seneca Road, Eustis FL 32736

Dr. Robert Bodine
386-334-6355
804 Black Puck Drive Port Orange, FL 32127

How did you learn of this vacancy?:

Other

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