BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

REGULAR MEETING

June 9, 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

June 9, 2026

9:00 A.M. Invocation

Pledge of Allegiance

I. AGENDA UPDATE

Discussion regarding proposed revisions to today's Agenda.

II. SPECIAL RECOGNITION

III. MINUTES APPROVAL

Tab 1 Recommend approval of the following minutes:

- April 14, 2026 (Regular Meeting)

CITIZEN QUESTION AND COMMENT PERIOD

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

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

Public comment shall be limited to 3 minutes per person.

IV. CLERK OF COURT'S CONSENT AGENDA

Tab 2 Recommend approval of the Clerk's Consent Agenda (Items 1-10):

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 Sunstone Community Development District Proposed Budget for Fiscal Year 2027 pursuant to Section 190.008(2)(b), Florida Statutes.
3. Notice is hereby provided of having received the Country Greens 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.
4. Notice is hereby provided of having received the Bella Collina 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.
5. Notice is hereby provided of having received the County Road 33 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.
6. Notice is hereby provided of having received the Lake Harris 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.
7. Notice is hereby provided of having received the Hicks Ditch 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.
8. Notice is hereby provided of having received the Dewey Robbins 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.
9. Notice is hereby provided of having received the Lake Emma 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.
10. Notice is hereby provided of having received Ordinance 2026-001 from the City of Fruitland Park.

V. CONSENT AGENDA (Tabs 3 – 18):

A. PROCLAMATIONS

Tab 3 — Recommend approval of a proclamation proclaiming June 15-21, 2026, as Men's Health week, per Commissioner Parks.

B. COUNTY ATTORNEY

Tab 4 — Recommend approval:
1. To allow Commissioner Sabatini to participate and vote using an electronic platform on items included on the June 9, 2026, agenda due to extraordinary circumstances; and
2. To allow Commissioner Campione to participate and vote using an electronic platform on items included on the June 23, 2026, agenda due to extraordinary circumstances; and
3. To allow Commissioner Parks to participate and vote using an electronic platform on items included on the August 3, 2026, agenda due to extraordinary circumstances.

There is no fiscal impact.

C. PUBLIC SAFETY

Fire Rescue

Tab 5 — Recommend approval:
1. Of Contracts 26-602 for Pharmaceuticals as needed with the following pool of vendors: Bound Tree Medical, LLC (Dublin, OH); Drake Pharmacy Solutions, LLC (Port Charlotte, FL); Henry Schein, Inc. (Melville, NY); Life-Assist, Inc. (Rancho Cordova, CA); Revelation Wholesale, LLC (Casselberry, FL); and Skyline Pharmaceuticals, Inc. (Fort Lauderdale, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $350,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Annual expenditures shall at no time exceed the available Fiscal Year Budgeted funds.

Probation

Tab 6 — Recommend approval of the Lake County Transportation Plan in accordance with Section 394.462, Florida Statutes.

D. COMMUNITY SERVICES

Office of Housing and Community Services

Tab 7 Recommend approval:
1. Of a Substantial Amendment of the Community Development Block Grant (CDBG) Fiscal Year 2023-2024 Annual Action Plan; and
2. To authorize the Office of Housing and Community Services Director to execute any documents required by the U.S. Department of Housing and Urban Development; and
3. Of a corresponding authorization Resolution related to the Substantial Amendment for Fiscal Year 2023-2024 Action Plan; and
4. Of a budget transfer in the amount of $229,752 reallocating CDBG funds from Community Projects to CDBG Capital Projects.

The fiscal impact is $229,752 (expenditure - grant funded).

Tab 8 Recommend approval:
1. Of a Substantial Amendment of the Community Development Block Grant (CDBG) Fiscal Year 2024-2025 Annual Action Plan; and
2. To authorize the Office of Housing and Community Services Director to execute any documents required by the U.S. Department of Housing and Urban Development; and
3. Of a corresponding authorizing Resolution that adopts the Substantial Amendment to the CDBG Fiscal Year 2024-2025 Action Plan; and
4. Of a budget transfer in the amount of $346,000 reallocating CDBG funds from CDBG Capital Projects and Community Projects to CDBG Capital Projects.

The fiscal impact is $391,300 (expenditure - grant funded).

Tab 9 Recommend approval of an Unanticipated Revenue Resolution (URR) to accept and appropriate $2,713,646 for the FY 2025-1026 Community Development Block Grant (CDBG) Annual Action Plan.

The fiscal impact is $2,713,646 (revenue/expenditure - grant funded).

Solid Waste

Tab 10 Recommend approval and execution of a Second Amendment to the Revocable Non-Exclusive License Agreement with Coastal Conservation Association for an oyster shell storage site at the Astatula landfill facility.

There is no fiscal impact. Commission District 3.

E. INFRASTRUCTURE AND TRANSPORTATION SERVICES

Facilities Management

Tab 11 Recommend approval:
1. Of Contract 25-921 for HVAC Preventative Maintenance and Repair Services to NASH Plumbing and Mechanical, LLC (Belleview, FL) servicing 237 County-wide HVAC systems; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is $600,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

Fleet Management

Tab 12 Recommend approval:
1. Of Contract 26-911 with JF Acquisition, LLC, d/b/a JF Petroleum Group (Morrisville, NC) to provide aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at $250,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Annual expenditures will not exceed available funding in future Fiscal Year Budgets.

Public Works

Tab 13 Recommend approval:
1. To proceed to closing on a deeded right-of-way dedication for Grove at Pine Meadows (DR-2017), which is in the City of Eustis; 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 4.

Tab 14 Recommend approval of the First Amendment to contract 22-917 with OnSyte Performance, LLC, related to the replacement of traditional septic systems with individual distributed wastewater treatment systems (DWTS) and for operation and maintenance of DWTS.

The fiscal impact cannot be determined at this time.

Tab 15 Recommend approval to adopt a Resolution to install stop signs and all-way plaques on East Crooked Lake Drive (5069) and Country Club Road (5170), Upgrade the No Truck Signage to include a "No Trucks over 10 Tons Local Delivery Exempt" sign, add Residential Area sign just north of Country Club Road (5170) intersection, add two speed tables on East Crooked Lake Road (5069) and add two speed tables on Waycross Avenue (5072) between Country Club Road (5170) and Abrams Road (5371).

The fiscal impact is $120,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 3 and 4.

Tab 16 Recommend approval to repeal and replace the Construction Agreement previously approved by the Board of County Commissioners on March 24, 2026, with the Central Florida Expressway Authority (CFX) for the County to reimburse CFX for a portion of the right-of-way acquisition, design, permitting, and construction associated with CR 455, Cook Road, and Schofield located between U.S. 27 and S.R. 429 as part of the Lake/Orange Expressway Project in the amount of $16,348,714.42, spread over 20 years. The first payment of $817,436.12 is scheduled for approximately October 15, 2027, with annual payments of $817,435.70 thereafter through October 15, 2046.

The fiscal impact is $817,436.12 (expenditure) in Fiscal Year 2028 and $817,435.70 annually through Fiscal Year 2046 (expenditure). Commission District 1.

F. PARKS AND WATER RESOURCES

Water Resources

Tab 17 Recommend approval:
1. Of an Interlocal Agreement between Lake County and the Lake County Water Authority to accept $1,000,000 for the Lake County Distributed Wastewater Treatment System Program; and
2. To adopt an Unanticipated Revenue Resolution (URR) to accept and appropriate in the amount of $1,000,000 for the Lake County Distributed Wastewater Treatment System Program grant funds.

Parks and Trails

Tab 18 Recommend approval:
1. Of Contract 26-420 with Florida Recreational Products, LLC. d/b/a Topline Recreation Inc. (Deltona, FL) for the one-time purchase of a replacement playground at North Lake Regional Park for the Office of Parks & Trails; and
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.

VI. PRESENTATIONS

Tab 19 Presentation by David Salinas, Office of Solid Waste Director, and discussion on deep injection wells. There is no fiscal impact.

Tab 20 Presentation by Megan Milanese, Office of Emergency Management Director, with a 2026 Hurricane Season Outlook.

Tab 21 Lake County Water Authority Update and Proposed Fiscal Year 2027 Budget Presentation.

Tab 22 Fiscal Year 2027 Proposed Budget Summary Presentation.

VII. PUBLIC HEARINGS

Tab 23 Recommend adoption and execution of an Ordinance:
1. To authorize the placement of the proposed levy of a 5-cent local option fuel tax pursuant to Section 336.025(1)(b), Florida Statutes, on the November 2026 General Election Ballot for voter consideration; and
2. To approve the ballot language; and
3. Of amending Lake County Code, Chapter 13, Article II, entitled *Gas Taxes*, to add a new section regarding the levy of a 5-cent local option fuel tax pursuant to Section 336.025(1)(b), Florida Statutes (2025), upon every gallon of motor fuel sold in the county if the measure is approved by the voters.

The fiscal impact cannot be determined at this time.

Tab 24 Recommend adoption and execution of an Ordinance repealing Article VIII, Chapter 3, Lake County Code, entitled Pain Management Clinics.

There is no fiscal impact.

VIII. PUBLIC HEARINGS: REZONINGS (SEE SEPARATE AGENDA)

Tab 25 Public Hearings on Rezonings, Conditional Use Permits, and Comprehensive Plan Amendments.

IX. REGULAR AGENDA

A. DEVELOPMENT SERVICES

Planning and Zoning

Tab 26 Recommend approval:
1. To advertise an Ordinance creating Section 3.03.00, Lake County Code, Land Development Regulations, to be entitled, Certified Recovery Residences, and amending Appendix E, Chapter II, Lake County Code, Land Development Regulations, entitled Definitions, and Chapter III, Section 3.01.03, entitled, Schedule of Permitted and Conditional Uses. Required per Senate Bill 954 (2025); and
2. To authorize, if accepted by a majority plus one vote, to conduct the Second Public Hearing of the proposed Ordinance at 9:00 a.m., rather than at 5:05 p.m. as required by Section 125.66(4), Florida Statutes.

There is no fiscal impact.

Tab 27 Recommend approval to advertise an Ordinance dissolving the Board of Adjustment and transferring its functions to the Board of County Commissioners.

There is no fiscal impact.

X. OTHER BUSINESS

Tab 28 Recommend approval to appoint Jana Quash, Stephanie Boyd, and Ashley Henry to the Public Safety Coordinating Council and applicable waivers.

No Terms:
1. Local Court Administrator (or person designated by Local Court Administrator): Jana Quash (Veteran's Court Manager, Court Administration)
2. Representative of the Substance Abuse and Mental Health Program Office of the Department of Children and Families (DCF): Stephanie Boyd (Monitoring and Technical Assistance Analyst)

Four (4) Year Term:
1. Director of County Probation or Pretrial Intervention Program: Ashley Henry (Chief Probation Officer, Office of County Probation)

Tab 29 Recommend approval to appoint Michael Jaycox (with conflict waiver), as the Elected Municipal Representative on the Keep Lake Beautiful Advisory Committee to fill an unexpired term ending May 31, 2028.

Commissioner Leslie Campione is the liaison for the Keep Lake Beautiful Advisory Committee.

Tab 30 Recommend approval to appoint two County Commissioners, select a chairperson, and appoint one citizen member to the Value Adjustment Board (VAB) with terms ending July 11, 2027.

There is no fiscal impact.

Tab 31 Recommend approval to appoint Amelia Swart to the Lake-Sumter MPO Community Advisory Committee. There is one vacancy and one application.

XI. REPORTS

A. County Attorney

B. County Manager

XII. 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

XIII. ADDENDUM

A. REGULAR AGENDA

COMMISSIONERS

Commissioner Sabatini - District #1

Tab 32 Recommend approval to authorize Commissioner Sabatini to complete the National Association of Counties (NACo) online proxy form to cast Lake County's vote at the 2026 NACo Annual Conference on for July 17 - 20, 2026.

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: 05/26/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Minutes

MEETING DATE: 6/9/2026
ITEM TYPE: Consent Item
ITEM ID: 42976

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the following minutes:

- April 14, 2026 (Regular Meeting)

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	2026-04-14_Regular_Meeting Draft

STAFF APPROVALS AND DATES:

Marisol Saldana Created/Initiated - 05/26/2026
Marisol Saldana Final Approval - 05/26/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
APRIL 14, 2026

The Lake County Board of County Commissioners met in regular session on Tuesday, April 14, 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; Gary J. Cooney, Clerk of the Circuit Court and Comptroller; Kristy Mullane, Chief Financial Officer; and Stephanie Cash, Deputy Clerk.

INVOCATION AND PLEDGE

Commr. Campione welcomed everyone to the Board of County Commissioners (BCC) meeting.

Pastor Bobby Rowe, with the Fellowship of Christian Athletes (FCA) in North Lake County, gave the Invocation and led the Pledge of Allegiance.

AGENDA UPDATE

Ms. Jennifer Barker, County Manager, commented that on Tab 7, the Lake County Multi-Jurisdictional Local Mitigation and Resilience Strategy Plan was revised to included Seminole County.

EMPLOYEE AWARDS

Ms. Jeannine Nelson, Human Resources and Risk Management Manager, announced that they would be recognizing employees who had reached significant milestones in their careers with Lake County, as follows:

FIVE YEARS

Kandace Pourbaix, Risk Management Coordinator
Office of Human Resources and Risk Management

Cecelia Koza, Office Associate IV
Office of Human Resources and Risk Management

Freya Sturgeon, Office Associate I
Office of Human Resources and Risk Management

Christopher Boyce, Compliance and Monitoring Specialist
Office of Code Enforcement

Megan Hurd, Office Associate V
Office of Code Enforcement

Cristian Cortez, Firefighter/Paramedic
Office of Fire Rescue

Bruno Muzzin, Firefighter/Paramedic
Office of Fire Rescue

Holman Horton, Licensing Investigator
Office of Building Services

Nancy Schultz, Licensing Investigator
Office of Building Services

Sheri Hutchinson, Senior Financial Coordinator
Office of Development Services

Anna Powell, Laboratory Associate
Office of Water Resources – Laboratory and Hydrogeology

Wendy, Williquette, Probation Associate
Office of County Probation

Jesse Fullen, Roads Maintenance Operator
Public Works Department – Maintenance Area III Umatilla

TEN YEARS
Thomas Bliffen, Fire Lieutenant/Paramedic
Office of Fire Rescue

Dylan Mauldin, Fire Lieutenant/Paramedic
Office of Fire Rescue

Austin Morsett, Fire Lieutenant/Paramedic
Office of Fire Rescue

Nicolas Fyock, Fire Lieutenant/EMT
Office of Fire Rescue

Daniel Lange, Firefighter/Paramedic
Office of Fire Rescue

Rinker Robinson, Firefighter/Paramedic
Office of Fire Rescue

Gregory Sandler, Firefighter/Paramedic
Office of Fire Rescue

William Snyder, Firefighter/EMT
Office of Fire Rescue

Anthony Ellis, Financial Coordinator
Office of Solid Waste

Kieran Johnson, Probation Officer
Office of County Probation

Larry Martin, GIS Administrator
IT – Enterprise Support

Neura Raywattie, Program Associate
Office of Housing and Community Services

Kelly Ellis, Trades Crew Leader
Office of Parks and Trails

Osvaldo Nunez, Design Engineer
Public Works - Engineering

FIFTEEN YEARS
Donald Gardner, Roads Area Maintenance Supervisor
Public Works – Maintenance Area I Leesburg

Leslie Westlake, Construction Inspector II
Public Works – Road Construction

Richard Marino, Roads Senior Equipment Operator
Public Works – Maintenance Area II Minneola

Aaron Taylor, Library Assistant II
Office of Library Services – Cooper Memorial Library

TWENTY YEARS
Robert Fickett, Battalion Fire Chief
Office of Fire Rescue

Matthew Barton, Fire Lieutenant/Paramedic
Office of Fire Rescue

Roy Shores, Roadway Designer II
Public Works – Engineering

Dwayne Turner, Sign and Striping Technician I
Public Works – Traffic Operations

TWENTY-FIVE YEARS
James Drake, Firefighter/EMT
Office of Fire Rescue

Juana Barron, Planning Manager
Office of Planning and Zoning

Rebecca Brown, Records Management Technician
IT – Business Office

Christopher Hicks, Roads Area Maintenance Supervisor
Public Works – Maintenance Area III Umatilla

RETIREMENTS
Frederick Bohler, Park Attendant (7 years)
Office of Parks and Trails\

Katherine Blanton, Program Specialist (19 years)
Office of Housing and Community Services

Jeffrey Coulthart, Fire Lieutenant/EMT (23 years)
Office of Fire Rescue

QUARTERLY AWARDS
EMPLOYEE OF THE QUARTER
Bill Campbell, Parts and Supply Technician
Office of Facilities Maintenance

SUPERVISOR OF THE QUARTER
Miranda Lanoue, Budget Manager
Office of Management and Budget

T.E.A.M. OF THE QUARTER
COLD WEATHER SHELTERING RESPONSE TEAM
Emergency Management
Megan Milanese, Ana Ruiz, Lynne McNamara, Dana McGeehan

Office of Communications
Lexie Farmer, Jeff Foley

Office of Housing & Community Services
Maria AbdoulKarim, Linette Torres, Daisy Woodard, Edna Scott, Andrea Hall, Sonia Gonzalez Tirado

Office of Veterans Services
Johnny Dubose

Office of Transit
Jill Brown, Joshua Smith, David Lazerson

Public Safety Support
Brad Keough, Anthony Moore, Mike Goodwin, Zachary Totton, Karen Burt

Office of Library Services
Ruth Shaw, Kassandra Flynt, Trent Rodriguez, Rayna Sousa

Office of Building Services
Jeremiah Letourneau

Office of Animal Services
Whitney Boylston, Brenna Dorfner

MINUTES APPROVAL

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved the minutes for the BCC meetings of February 19, 2026 (Special Meeting) and February 24, 2026 (Regular Meeting) as presented.

CITIZEN QUESTION AND COMMENT PERIOD

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

Mr. Kevin Kisner, a resident of Lake County, opined that Lake County was growing quickly, and that the County needed to build a large fairground facility. He pointed out that the Hendricks County, Indiana fairgrounds were 110 acres built over 14 years prior, and noted that many sponsors had helped to build that facility. He said that he did not know why the County was allowing the City of Eustis to annex so much property, and asked if the City was taking the tax funds while using County roads.

Commr. Campione relayed that the County could not stop a City from annexing, and noted that the County still received the same millage that ran the countywide services. She explained that when the City annexed, they added their millage to run their additional services; however, if the City did not take in the road and the maintenance of it, then it remained a County maintained

road that everyone in the county paid for. She opined that this had been a point of contention between the County and the Cities, and that if the City was adding population, then it should be taking on the additional maintenance of the road.

Mr. Kisner opined that the City should be servicing the road with police, and said that there was a gambling establishment on State Road (SR) 19. He inquired how a gambling establishment could do that.

Commr. Campione related that the Lake County Sheriff's Office (LCSO) was in charge of enforcement of online gambling operations, and that they had shut down several of these operations. She opined that an organization could possibly set up a new corporation and reopen it, noting that the LCSO then had to show that they were doing something illegal so that it could be shut down again. She also mentioned that the next comment card was for Mr. Paul Perkins, a resident of Lake County, regarding Burhans Road and the Lake Dalhousie boat ramp, and asked if staff could first address what the County had been working on and was planning to do in this area.

Ms. Angela Harrold, Parks And Water Resources Operations Director, remarked that they had installed a gate on the road towards the boat ramp, and that new signage had been installed leading up to the boat ramp to let everyone know that it was gated. She explained that there had been complaints of partying, bonfires, and overnight activities there, and that even though it was technically a private boat ramp, there was an easement for the Florida Fish and Wildlife Conservation Commission (FWC) to utilize the boat ramp for working on the lake. She commented that the County had been in contact with FWC, and that they had confirmed that the County was allowed to gate it as long as it was open from dawn to dusk. She related that they had modified their current contract with the contractor who opened and closed the Pine Meadows Conservation Area to also open and close the Lake Dalhousie gate, and that they would be updating all of the signage.

Commr. Campione questioned if the County had confirmed that swimming and picnicking activities were prohibited on that property.

Ms. Harrold replied that there was an ordinance in effect for the Lake Dalhousie boat ramp prohibiting swimming, sunbathing, and other activities, and that they were updating all the signage to reflect that.

Commr. Campione commented that she had received complaints and had visited there a couple of times, and that some of the issues were happening outside of that area, such as people parking cars alongside the road and some people not wanting to leave when asked. She relayed her understanding that the County was working with the marine patrol on enforcement, and asked if Mr. Perkins would give the Board his perspective and any more information.

Mr. Perkins stated that he had previously emailed a petition to the Board as well as an attachment with the previous signage. He stated that Burhans Road was only about 10 to 12 feet wide, and that to pass an oncoming vehicle, one had to pull off onto the grass. He opined that the road maintenance had been very good; however, it was a dirt road that was being eroded consistently from increased traffic by people utilizing the Burhans Road boat ramp, camping, picnicking, fishing, and swimming, noting that it was creating issues for the residents. He

remarked that he did not want access to the boat ramp taken away, and opined that everyone enjoyed recreation on Lake Dalhousie. He expressed concerns about people setting up tents and picnic tables, starting bonfires at 10:00 p.m., and driving recklessly in front of his house, noting that the petition represented the residents of this area. He opined that there should be a sign and some enforcement because people did not know what was going on, and that the sign verbiage should include the County ordinance restricting the boat ramp to boat launching and retrieving only. He pointed out that this was not a public recreation area, and opined that someone could be hurt from boat trailers backing in and out.

Commr. Campione expressed appreciation to Mr. Perkins for attending and for emailing the petition to the Board, noting that she had been working on this issue for a couple of months with the County Attorney's Office. She opined that this was an unusual situation because the County did not own the property, as it was owned by a private individual who purchased it in a tax deed sale, and noted that it also had an FWC easement on it. She indicated her understanding that the County had an agreement with FWC to oversee the area, and that the County had received authorization to close it off during the evening; however, she opined that the neighbors would have to call the LCSO when they saw somebody violating the rules. She requested that the BCC also be notified if those kinds of activities were continuing, and opined that other ways could be found to prevent this area from being misused.

Mr. Donnie Kent, a resident of Lake County, related that a year prior, the County had built restroom facilities at the Butler Street boat ramp, which took up parking space, and that at the same time, the Blue Creek Lodge Road boat ramp closed to the public and currently had private access only; therefore, many more people were currently accessing the boat ramp at the end of Lake George Road. He commented that this road went through a swamp, and indicated concerns about flooding. He mentioned that on October 15, 2025 he had met with Commissioner Campione and Mr. Bobby Bonilla, Assistant County Manager; however, there had been no communication since then, and he questioned what the County was planning to do to remedy this.

Commr. Campione commented that when she and Mr. Bonilla had visited this site and met with Mr. Kent, Mr. Bonilla had given her a schedule, and that they had discussed things that the Public Works Department was going to be working on. She mentioned that she left this matter to Mr. Bonilla, and that she was given information about what would be done in the future. She indicated her understanding that there was a tremendous number of people that were going to the Astor area boat ramps, including the Lake Dalhousie boat ramp, and that there was nothing the County could do about that. She opined that the bathrooms at the Butler Street boat ramp were needed, and said that the County was working on creating more space for boat trailers there. She commented that Mr. Bonilla was aware of the issues on Lake George Road, and opined that they were long-term issues.

Mr. Bonilla stated that since this was a low-lying area that flooded often, Lake George Road and the boat ramp needed to be raised, which was part of the design engineering that had to take place, and that in the meantime, they would continue to do temporary repairs with lime rock, noting that they could not do a permanent repair until they had the design engineering completed.

He mentioned that there were other stakeholders involved with this project, such as the Florida Forest Service who owned part of that land, and that this was a joint effort. He said that the County was doing due diligence to elevate the ramp, the staging area, and the parking lot to the proper height, noting that this area was flooded every time there was a hurricane or tropical storm. He commented that they wanted to do this project correctly by creating the swales and ditches to have the water run off properly, and that it was a long-term project, noting that the BCC had provided funding to begin the design process that they were currently working on.

Commr. Campione relayed her understanding that even though the County was working on it, there were multiple steps and much that went into it.

Mr. Bonilla added that the boat ramps had been improved in phases over the years, and that this was the situation with the Lake George Road boat ramp. He stated that staff would continue to serve the residents of this area, and that any time there was a concern or the road was not passable, they would go out there to make it passable.

Commr. Parks inquired how long the road was.

Mr. Kent answered that it was four miles.

Commr. Parks opined that it would need to be raised and would cost much funding.

Mr. Bonilla commented that the restructuring of the Public Works Department would determine how things would be handled moving forward, and that even though there was the operations component, there was also the engineering and design part, noting that this was how they were going to look at every road.

Commr. Campione asked how many houses were there.

Mr. Kent replied that there were nine of them, and opined that even though he chose to move out there, the traffic and the road were never like they were currently. He opined that Blue Creek Lodge Road was a disaster.

Commr. Campione opined that this was a difficult engineering situation, and that it would cost much funding to raise the road, noting that the County was looking for a solution.

PROCLAMATION 2026-18: NATIONAL TELECOMMUNICATORS WEEK

Chief David Kilbury, Public Safety Director, commented that April 12 through 18, 2026 was National Telecommunicators Week. He said that across the country there were communications centers to help visitors and residents with any type of emergency, and that whenever 911 was called, it was answered with police, fire, and ambulance service, opining that there was an elite communications team in Lake County along with those in the LCSO. He explained that every call went to law enforcement, and that if one wanted fire or ambulance services, then the call was moved to the dispatchers with the Lake County Office of Fire Rescue. He opined that they were the first line of first responders, and that they brought calm out of chaos, noting that he was proud of them. He recalled that in the prior year, they received a perfect 10 out of 10 score for their Insurance Services Office (ISO) evaluation, and that a local artist had designed a mural called the Tree of Life highlighting dispatchers that were instrumental in saving a life or bringing a new life into the world through voice coaching during those emergencies. He

encouraged residents to be on the Smart911 app, noting that it gave dispatchers vital information without saying a word.

Commr. Campione expressed appreciation to Chief Kilbury for his comments, and opined that they could not do their jobs without the telecommunicators answering calls and knowing where to direct them while keeping people calm during emergencies.

On a motion by Commr. Smith, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved Proclamation 2026-18 designating April 12 through 18, 2026, as National Public Safety Telecommunicators Week.

Commr. Campione read and presented Proclamation 2026-18 to Chief Kilbury.

Chief Kilbury commented that he had recently called 911 for a family member and was happy with the service and help. He relayed that he could attest to the great team Lake County had as the director and as a customer.

Commr. Campione remarked that she had recently called 911 to report a car on fire, and that the telecommunicator let her know that other people had already called, opining that it happened very quickly. She opined that Lake County was very fortunate to have a great team.

CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S CONSENT AGENDA

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

List of Warrants

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

Estates at Cherry Lake CDD FY 2026/2027 Proposed Budget

Notice is hereby provided of having received the Estates at Cherry Lake Community Development District proposed budget for Fiscal Year 2026/2027 in accordance with Section 190.008(b), Florida Statutes, for purposes of disclosure and information.

Greater Lakes/Sawgrass Bay CDD FY 2026/2027 Proposed Budget

Notice is hereby provided of having received the Greater Lakes/Sawgrass Bay Community Development District proposed budget for Fiscal Year 2026/2027 in accordance with Section 190.008(b), Florida Statutes, for purposes of disclosure and information.

COUNTY MANAGER'S CONSENT AGENDA

Commr. Sabatini requested to pull Tab 5 to the regular agenda.

Commr. Smith said that he would like Tab 14 to be pulled for clarification.

On a motion by Commr. Parks, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved the Consent Agenda, Tabs 4 through 13, pulling Tabs 5 and 14 to the regular agenda, as follows:

PROCLAMATIONS

Recommend approval and adoption of Devarjaye "DJ" Daniel Day Proclamation 2026-28, per Commissioner Parks.

COUNTY ATTORNEY

Recommend approval and execution of the Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement between Florida Department of

Transportation, Lake~Sumter Metroplanning Organization, the East Central Florida Regional Planning Council, the Lake County Community Transportation Coordinator, and the Sumter County Community Transportation Coordinator as required under the authority of Title 23 United States Code Section 134 and Title 49 United States Code Section 5303, as a condition to the receipt of federal capital or operating assistance.

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

There is no fiscal impact.

PUBLIC SAFETY

Emergency Management

Recommend approval to adopt the updated 2026 Lake County Multi-Jurisdictional Local Mitigation and Resilience Strategy Plan and authorize the Chairman to execute accompanying Resolution 2026-37.

There is no fiscal impact.

Recommend approval:

1. To accept the Emergency Management Performance Grant (EMPG) Agreement;

2. To execute the EMPG Agreement for Fiscal Year 2025-2026 in the amount of $104,126.45;

3. To authorize the County Manager to execute future amendments/modifications that do not involve a financial impact;

4. To authorize the Director of the Office of Emergency Management to execute Exhibit 1 - Federal Programs and Resources Awarded (page 29);

5. To authorize the Director of the Office of Emergency Management to execute Exhibit 2 - Certification Regarding Telecommunications and Video Restrictions (pages 30 and 31); and

6. To authorize the Director of the Office of Emergency Management to execute Exhibit 3 - Certification Regarding Lobbying (page 32).

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

COMMUNITY SERVICES

Extension Services

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

Housing and Community Services

Recommend approval:

1. Of a Substantial Amendment to the HOME-ARP Fiscal Year 2021-2022 Allocation Plan to allow a preference for individuals and households fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking as defined by the U.S. Department of Housing and Urban Development (HUD); and

2. To authorize the Director of the Office of Housing & Community Services to execute any documents required by HUD; and

3. Of corresponding authorization Resolution 2026-38 related to the Substantial Amendment for Fiscal Year 2021-2022 Allocation Plan.

There is no fiscal impact.

Transit Services

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

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

INFRASTRUCTURE AND TRANSPORTATION SERVICES

Public Works

Recommend approval:

1. Of a State Grant Agreement Number QG048 with the Florida Department of Environmental Protection (FDEP) related to the Lake County Septic to Sewer Conversion Program and to authorize the County Manager to execute future amendments and supplements.

2. To adopt Unanticipated Revenue Resolution 2026-39 in the amount of $1,500,000 to receive grant funds from the Florida Department of Environmental Protection to assist in funding the County's septic to sewer conversion.

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

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

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

TAB 5: LAKE COUNTY TAX COLLECTOR LEASES

Commr. Sabatini stated that this was an interlocal agreement to allow the County to directly pay for various leaseholds that the Lake County Tax Collector had acquired, and opined that the growth in those leaseholds was inordinate and inappropriate. He opined that some of the buildings did not fulfill the statute that he was required to meet because they were not branch offices, and that he would litigate this issue because some of those offices were not publicly accessible and not for conducting business. He commented that one of those properties was equipped with a bar, and that one was equipped with many novelty license plates, opining that this was for his own personal gain. He stated that he did not support an interlocal agreement to alleviate the Lake County Tax Collector's abuse of the law and of taxpayer funds since he had the authority to strike these agreements independently of an interlocal agreement; however, if the Lake County Tax Collector did this, then he would not vote for the budget. He opined that the growth in the Constitutional Officers' budgets was inordinate and not sustainable, and that this was prohibiting the County from fixing the road issues. He said that he would be voting against this item, and he encouraged the Board to vote against it.

Commr. Campione asked for some clarification from the County Attorney on the interpretation of the statute regarding branch offices.

Ms. Melanie Marsh, County Attorney, pointed out that these were leases that he had already entered into and were already in effect. She explained that the Lake County Tax Collector was asking for the County to assume the lease payments, and that currently they were paid out of his budget, which reduced the excess fees that he returned to the County. She commented that if the County took the lease payments, then the Lake County Tax Collector would give that funding back to the County in excess fees, noting that he had his own attorney and was not represented by the County Attorney's Office when he signed those leases.

Commr. Campione relayed her understanding that if the Lake County Tax Collector paid the leases directly, then it reduced the excess fees that came back to the General Fund, and that if the County paid, then the excess would be given back; therefore, it was the same result and just a question of whether he paid for the lease directly.

Ms. Marsh indicated that this was correct, and clarified that the County was not assuming the leases, but just making the payments on the Lake County Tax Collector's behalf, reiterating that these leases were already signed and in effect.

Commr. Campione questioned how it was beneficial to the County to be making the payments versus the Lake County Tax Collector, and wondered why he would go through this step.

Ms. Barker commented that there were several items that the County paid for on behalf of the Constitutional Officers, which was called inhouse support, and that it could include insurance and utilities of some of the branch locations. She mentioned that since some of the Lake County Tax Collector's leases were already wrapped up in that inhouse support that the County provided direct payment for, it could be a matter of consistency, and that the Lake County Tax Collector may possibly believe that the County paid for all of the leases directly rather than for a few.

Commr. Campione asked if this particular lease was where the Lake County Tax Collector had his own office.

Ms. Marsh answered that there were five leases, including the following: the Prickett lease on North Citrus Boulevard in the City of Leesburg; the Oldham property, which was in the City of Tavares; the Disston Avenue property; the Jawad Leesburg, LLC property, which was his main office in the City of Leesburg; and the Southridge Shoppes, Inc. property, which was a recent lease that was open to the public where he did some of his driver's license functions.

Commr. Campione remarked that she would not have an issue with the businesses that were open to the public; however, she had an issue with the building that did not have a sign on it and was used as an office, making it difficult to find for a meeting with the Lake County Tax Collector. She opined that the Lake County Tax Collector should pay for that, and said that she did not like the idea that the County would be showing approval of it by directly paying for it. She opined that a public official should have an office with a sign showing where that official was so that there could be a place that was open to the public for meeting with them, and said that she would not support this item as long as this particular property was included.

Commr. Smith inquired if the Lake County Tax Collector had ever gone overbudget with his leases, or if he had always given funding back from the excess fees that were collected.

Ms. Barker replied that the County had always received excess funds back as long as she had been with the County, which had been since 2013, and that the amount varied depending on things that came up during the year. She recalled that when the Lake County Tax Collector had to build out a new facility for the Plantation area, there were additional costs related to furniture, fixtures, and equipment that were unplanned one-time expenses, and that he had done a budget amendment and paid for that himself; however, it did reduce the excess fees returned for that year.

Commr. Smith indicated his understanding that the Lake County Tax Collector had an office that the public paid for that no one knew about.

Commr. Campione commented that there was not a sign on the Disston Avenue property.

Commr. Smith said that he thought that the Lake County Tax Collector was getting rid of this property, and that this was why he had taken the sign down, noting that there had been a sign there once because he had attended a meeting there.

Ms. Marsh relayed her understanding that the Lake County Tax Collector had signed this lease not long ago.

Commr. Smith opined that if the citizens of Lake County were paying for the facility, then it needed to be designated as a County facility where people could meet, and questioned if the Lake County Tax Collector had ever refused a meeting at one of his offices.

Commr. Campione pointed out that this was not something that the County would know.

Commr. Smith reiterated that the Lake County Tax Collector needed to have a sign on each property that was paid for by the citizens of Lake County, and wondered if the County should just ask him to put up a sign.

Ms. Barker responded that the County could make that request.

Commr. Campione asked about the statute, and inquired if the facility was a branch office if the public could not come in and conduct business there.

Commr. Smith mentioned that when the Lake County Tax Collector had his office across the street, one had to go through a secretary to meet with him, and opined that this facility was the same with less space.

Ms. Marsh suggested that since the Lake County Tax Collector was not in attendance, the Board could table this item, and that it could be brought back at a future meeting when he could come and have that discussion.

Ms. Barker said that they could reach out to the Lake County Tax Collector, and anticipated that the meeting would be in May 2026.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board tabled this item until the Lake County Tax Collector would be available to attend.

SUPERVISOR OF ELECTIONS BUILDING IMPROVEMENTS

Commr. Smith relayed his understanding that the County had a guaranteed maximum price of $3.1 million, and expressed concern about change orders, opining that they could drive up the cost exponentially. He inquired what the safeguards were against this.

Ms. Barker replied that the County would be working closely with the architect, the Office of Facilities Management, the Supervisor of Elections, and the firm that was approved for the construction contract, and noted that staff had worked closely with the architect on the design to ensure that there were no surprises, which was what drove up the change orders. She commented that they knew of one change order at this point, and that it was a discrepancy with the flooring in the lobby; however, aside from that, they did not anticipate any change orders or surprises. She mentioned that there was an additional $300,000 built into that $3.1 million amount for contingencies, and that if there was a need that was not anticipated, then this funding would accommodate those changes.

Commr. Smith remarked that Senator Alan Hays, Lake County Supervisor of Elections, was in attendance, and asked if he anticipated any large change orders.

Senator Hays commented that they did not anticipate any change orders, and that there was a list of additional parts of this project that he had intentionally taken personal control over, such as the security system, opining that the $300,000 would cover this list of projects.

Commr. Smith questioned if the lease for their current facility would be terminated.

Senator Hays answered that it would not be terminated, and explained that this facility would become the warehouse.

Commr. Smith asked how many square feet the current facility was and what the square footage of the new facility was.

Senator Hays replied that the total for the current building was 18,000 square feet, and that they were moving the administrative functions of the office to the 20,000 square foot facility, reiterating that the 18,000 square foot facility would become the warehouse.

Commr. Campione indicated her understanding that the new facility would be the storefront for the public.

Commr. Morris relayed his understanding that the Supervisor of Elections was leasing another facility to store equipment, and that this would go away.

Senator Hays said that this was correct.

Commr. Smith inquired if there were any other locations that could be consolidated into the 18,000 square foot facility.

Senator Hays answered that there were not; however, they had a 53-foot trailer and a 48-foot trailer behind the current facility with equipment stored in them, and he hoped to remove them. He remarked that the 20,000 square foot facility that this contract was pertaining to was going to give them an interim facility for their administrative functions, and that according to the needs study that the County had paid $20,000 for, they needed 48,400 square feet, noting that they were still not there yet. He opined that this facility would give them some breathing room and allow their warehouse to expand and become an efficient operation.

Commr. Smith asked if all the equipment would be housed in one location and be secured with security cameras and alarm systems, and Senator Hays indicated that this was correct.

On a motion by Commr. Smith, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved the following items: Contract 26-903 with Qualis General Contracting, LLC (Tampa, FL) for the Supervisor of Elections Building Commercial Tenant Improvements; a budget transfer in the amount of $871,991 from Buildings to Leasehold Improvements; a budget transfer in the amount of $87,149 from Repair and Maintenance to Leasehold Improvements; and to authorize the Office of Procurement Services to execute all supporting documentation, noting that the estimated fiscal impact is $3,119,387 (expenditure — $2,835,807 plus $283,580 for contingency purposes).

ZONING PERMITS ORDINANCE DISCUSSION

Commr. Campione mentioned that she would like to move up Tab 18 because there was a member of the public in attendance who would like to leave soon, and noted that Dr. Ron Holman,

a resident of Lake County, had reached out to her about this situation. She explained that this item was for discussion and direction on a proposed ordinance amending Section 14.14.02 of the Land Development Regulations (LDR) regarding zoning permits, that would require a homeowners association (HOA) compliance affidavit with a zoning permit application, noting that when someone brought their plans to the County, they would have to certify that they were in compliance with the HOA architectural requirements. She opined that this could keep the HOA or the neighbors from having to pursue legal action against a property owner after they proceeded to build, and that this would place the burden on the property owner to show that they had done everything they had to do. She relayed that this also anticipated the situation where there may be a builder involved with the HOA that was in charge of the architectural committee, and that they could verify that the property owner had met the requirements. She commented that she had invited Dr. Holman to attend the meeting in case the Board had any questions about what he had gone through in his own HOA where this had become an issue.

Commr. Morris questioned if the County would be responsible for litigation.

Ms. Marsh denied this, and clarified that the ordinance said that if somebody lied on the affidavit, then it was not the County's responsibility to verify the information, revoke a permit, or hold up development, noting that this was just a notification process.

Dr. Holman mentioned that he had been involved with politics and had become familiar with some of the Lake County operations; additionally, he was associated with the HOA in Rolling Oaks Estates. He opined that this was not just an issue in Rolling Oaks Estates, and hoped that the Board would pass the ordinance. He relayed that he had been part of a committee associated with the present Wekiva Parkway, and that since the State had decided to build it going through the Sorrento area, which he opined was supposed to be peaceful, the committee worked to have it moved south so that it did not disturb the Sorrento area, opining that they were responsible for moving the expressway to the present location. He opined that even though HOAs did not benefit the individual, they benefited their neighbors, kept the value of the houses up, and maintained the beauty and continuity of the area. He commented that even though Rolling Oaks Estates had signage and documents indicating that it was a deed restricted community, someone wanted to build a metal building in their neighborhood, and that since the County issued the permit, the only option they had was to sue them. He remarked that they lost the case and about $25,000, and that after this, there were violations by others. He asked that the Board approve the ordinance to ensure that the building plans were approved by the HOA before the County issued a permit.

Commr. Campione clarified that the motion was for approval to advertise as proposed.

Ms. Marsh commented that if approved, it would go to the Planning and Zoning Board, and then it would come back to the BCC at a future meeting.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved to advertise the ordinance as proposed, 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.

LAKE COUNTY ECONOMIC RECOVERY AND RESILIENCY PLAN OVERVIEW

Ms. Meg Brew, Director for the Office of Economic Development, stated that she would provide an overview of the County's economic development recovery and resiliency plan, and pointed out that while the sudden closure of Kroger in September 2025 was the immediate catalyst for developing this plan, its intended use and application went far beyond any single event. She commented that their goal included the following: establishing a clear standard operating procedure (SOP) for responding to future economic disruptions: documenting their response tactics, partners, and processes so that they could act quickly, consistently, and effectively when other disruptions arose; and creating a long-term road map for building a stronger, more resilient community. She mentioned that this was a living document that would evolve as they learned, adapted, and continued to refine their approach, and noted that developing and maintaining a resilient economy was long-term work that would require consistency and commitment. She hoped that the issues from the Kroger closure could spur work that created a long-term positive outcome for the community, and said that this plan represented their best effort to squeeze some lemonade from the lemons that were dealt. She remarked that the recovery plan was organized into four parts addressing a different dimension of response, recovery, and resiliency, and that the first part of the plan focused on data and revolved around quantifying the economic impact of losing a major employer, noting that they were working closely with regional partners to gather and analyze data so that their ongoing response remained informed, strategic, and impactful. She relayed that the second part of the plan centered on the immediate response to the specific event, and that they had approached the Kroger closure with a people-first mindset. She stated that working with CareerSource Central Florida, Lake Economic Area Development (LEAD), and Kroger leadership, they hosted three onsite job fairs during December 2025 and January 2026, and that about 700 employees were connected with over 60 actively hiring employers. She said that support agencies were also present to ensure employees were aware of available community resources, noting that one of the job fairs included a toy giveaway by a local charity organization for the children of Kroger employees to help with Christmas. She commented that participants at the career fair expressed appreciation for their proactive outreach, and that as public servants, staff was grateful for the opportunity to support the community through a difficult transition. She remarked that their rapid response work did not end with the final job fair, as CareerSource Central Florida continued to engage laid off workers by providing reemployment services, counseling, and individualized assistance, and that 128 workers had attended one-on-one counseling sessions with CareerSource Central Florida staff. She related that in the prior month, the Board approved the funding agreement with CareerSource Central Florida to support upscaling and retraining for Lake County residents, and that there were currently 60 residents in some stage of enrollment, noting that 17 had already begun training. She mentioned that CareerSource Central Florida was currently conducting individual outreach with everybody who participated in the fair to monitor employment status and to make them aware of their eligibility for programs, and that the County staff would be tracking outcomes and sharing success stories and metrics with the BCC and the community. She stated that they were also collaborating with the Orlando Economic Partnership (OEP) to extract

Lake County specific insights from their recently published regional workforce report, and that this would help them understand which jobs were growing locally, which jobs residents were leaving the county to pursue, and what skills were currently most in demand. She commented that once complete, this analysis would guide the development of clear career pathways, connecting jobseekers with education providers and industry partners; additionally, their team had compiled a list of businesses that may have been indirectly affected by this closure and was beginning to conduct visits and interviews to better understand those impacts and craft an appropriate response if needed. She related that the third part of the plan was focused on the Kroger site, and that when a major employer left, the building left behind was often outdated and required significant reinvestment; however, the Kroger building was an exception to this, as it was a nearly new state-of-the-art turn-key building. She remarked that they were working with LEAD to identify industry sectors that were a best fit for this site and for Lake County's long-term economic goals, and that they intended to aggressively market this site to attract high quality employers that could absorb some of the losses. She stated that the final part of the plan was resiliency, and that since an important component of emergency management was evaluating vulnerabilities and implementing plans that accounted for and corrected them, they wanted to ensure that this disruption set Lake County on a path towards a more resilient economic future. She relayed that this began with a resiliency audit to understand the current vulnerabilities to industry shifts, supply chain disruptions, and workforce gaps, and that they wanted to identify opportunities for Lake County to be future-ready and to lean into emerging technologies, industries, and opportunities, noting that this long-term work was being informed by case studies and recognized professional-backed best practices. She commented that in March 2026, she, Ms. Kathleen Dial, Executive Director of Development Services, and a LEAD representative attended the International Economic Development Council's (IEDC) leadership symposium in Washington D.C., and that prior to this conference, they had reached out to IEDC leadership and asked to be connected with practitioners from around the country who had successfully navigated similar disruption. She opined that the insights they gained from these conversations were very valuable, and that it helped inform their work moving forward. She mentioned that they also planned to leverage State and Federal resources to support this work, and that they would be pursuing grants over the next fiscal year; furthermore, the County's funding agreement with CareerSource Central Florida required that they leverage existing State funds prior to mobilizing any funds that the County made available so that they could extend the impact of this funding to the greatest number of residents. She commented that the key component to the recovery plan was evaluating the current economic development strategy and doubling down on what was already working, and that they were strengthening their business attraction efforts and partnering with LEAD to develop a new marketing campaign that would clearly differentiate Lake County as someplace special. She remarked that their site readiness program was also being refreshed to identify and advance sites that were prepared to welcome targeted industries, and that their incentive program remained an important tool in their economic development toolbox. She mentioned that when the County terminated the incentive contracts with Kroger and Ocado, they took a critical look at the effectiveness of the incentive

programs, and that an analysis of tax funding paid by Kroger and Ocado compared to the incentives given revealed that before any repayments occurred, the County had already realized a 600 percent return on investment, which reinforced the value of performance-based incentives when deployed strategically. She related that they were also working alongside the County's development services team to streamline processes and reduce red tape for businesses of all sizes, and that often the most meaningful incentive the County could offer to a business was assistance with speed to market; additionally, by coordinating every step of the commercial development process, they strengthened their business-friendly reputation and better served employers. She commented that small businesses remained the backbone of the economy, and that truly resilient communities did not rely on one or two major employers or industries. She stated that they recognized that an important piece of the resiliency plan was having a diverse mix of small, medium, and large employers in Lake County representing various industries, and that the entrepreneurial and small business support system, which included LEAD, the Florida Small Business Development Center (SBDC), and the University of Central Florida (UCF) Business Incubation program, was working in close alignment to ensure that no small business was left behind; furthermore, in the current year, they had deepened their partnership with Cenfluence and the Florida High Tech Corridor to assure that they had the right people at the table. She remarked that they were committed to open, honest, and transparent public engagement, and that it was essential that residents understood the importance of intentional economic development and felt confident that their voices were being heard. She relayed that they were dedicated to nurturing a strong, resilient, and prosperous future for all of Lake County, and that this would require public buy-in and support. She commented that they had presented a version of their plan at the Lake Eustis Chamber of Commerce and to the South Lake Chamber of Commerce Economic Development and Public Policy Committee, and noted that they wanted to continue the plan in the current year and to share the results with the Board and the community.

Commr. Parks expressed appreciation to Ms. Brew, Ms. Dial, and the staff for helping get residents through the Kroger incident, noting that they were involved with the community on economic development for the County. He opined that the influence in the Florida High Tech Corridor was very good for Lake County, and indicated his understanding that the County was already starting to see some connections and good opportunities through this.

ANNEXATION REPORT

Mr. Mike Fitzgerald, Director for the Office of Planning and Zoning, stated that there were two annexations in the current day's report, and that the first one had been presented at a prior BCC meeting and was being revisited. He commented that the City of Clermont was annexing 15.9 acres located west of United States (U.S.) Highway 27 and east of Roper Boulevard, and that the site was developed with a Kohl's Department Store and an adjoining retention area. He mentioned that this was an approved commercial site pursuant to the original Planned Unit Development (PUD) Ordinance 1994-110, and that the City of Clermont was proposing a Commercial future land use (FLU). He showed an aerial of the site, and said that the City of

Clermont provided information to staff to confirm that this was a voluntary annexation by the property owner.

Commr. Parks pointed out that this property was part of a larger PUD, noting that the roads were still going to be the County's responsibility to maintain and that there would be some net loss in revenue for fire safety; however, he was glad to know that this was voluntary.

Mr. Fitzgerald elaborated that the application specifically stated that they were pursuing unified City services, including police and fire service, noting that they already received City utility services.

Commr. Campione relayed her understanding that the PUD had a residential and a commercial component, opining that it was unfortunate that it would not stay together. She commented that the residents also received City of Clermont utilities, and opined that they would not want to pay the additional property taxes.

Commr. Morris indicated his understanding that when the City of Clermont annexed the property, they would take the fire municipal services taxing unit (MSTU) funding away from the County even though the County still had to support the community behind the store because it was not in the city.

Commr. Parks commented that these were the kinds of things the County was considering however, there was not much the Board could do on the current day.

Commr. Campione opined that even though this was not something that the Board could do anything about, there needed to be more cooperation, collaboration, fairness, and transparency between the City and County governments.

Commr. Parks opined that the City of Clermont would provide good fire service to Kohl's Department Store, and that the County would provide good emergency medical services (EMS) to this whole area.

Mr. Fitzgerald remarked that the City Council meeting for this item would be on April 28, 2026. He then commented that the City of Eustis was proposing to annex 18.03 acres located on SR 19, and that a single-family residential home was currently located on the subject property. He related that the intent was to develop the property with 55 townhome units in accordance with the City of Eustis regulations, and that this included the following: those properties would remain on Lake County residential solid waste through September 30, 2026 per the Lake County Office of Solid Waste; the current Lake County zoning was Residential Professional; the City of Eustis zoning was Suburban Neighborhood Design District; the current FLU was Urban Medium; and the proposed City FLU was Urban Residential, which was six to 12 units per acre, noting that the 55 townhome units was a low number for that land use density. He showed an aerial of the property, and pointed out that the property was surrounded by the City of Eustis, noting that this was an enclave.

Commr. Campione relayed her understanding that the only access would be onto SR 19, and that it was near the intersection with County Road (CR) 452.

Mr. Fitzgerald commented that any access would be coordinated with Florida Department of Transportation (FDOT).

Commr. Campione opined that much of the site was wetlands, and that the uplands were in the cleared area of the map.

Commr. Smith remarked that there were some uplands on the north end of the property.

Commr. Campione reiterated that it was surrounded by the City of Eustis, and that since the County's density was seven units to the acre, the proposed number of townhomes was just a little above that.

Mr. Fitzgerald reiterated that the 55 units was at the lower end of the City FLU, that the County FLU was Urban Medium, which was up to seven units per acre, and that the City of Eustis Urban Residential was six to 12 units per acre.

Commr. Smith indicated his understanding that this was before any of the engineering or site work had been done, and opined that it could possibly change drastically from there, as there could be more wetlands than was originally perceived.

Mr. Fitzgerald opined that land use was one thing, and that the engineering reality was another.

PUBLIC HEARING: ORDINANCE 2026-16 RELIEF CONCERNING DECLARED EMERGENCY

Ms. Marsh placed the proposed ordinance on the floor for reading by title only as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; CREATING SECTION 1.09.00, LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS, TO BE ENTITLED, RELIEF CONCERNING DECLARED EMERGENCY UNDER CHAPTER 2025-190 LAWS OF FLORIDA; ADDRESSING THE PROVISIONS OF SECTION 28, CHAPTER 2025-190, LAWS OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

The Chairman opened the public hearing.

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

Commr. Campione mentioned that this was a voluntary process.

Commr. Parks opined that the County could proceed with what was left of home rule, and said that this also provided due process on the other side and gave one the tool to start that process if they felt it was onerous to them in light of Senate Bill (SB) 180.

Ms. Marsh remarked that Lake County had not received any complaints or claims that any of the ordinances had violated SB 180, and noted that even though she did not foresee it being used, it was available if something came up in the future.

Commr. Campione indicated her understanding that the only time it was raised was by the State as opposed to somebody who would actually have an interest in claiming that they were being burdened.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved Ordinance 2026-16 creating Section 1.09.00, Lake County Code, Appendix E, Land Development Regulations, to be entitled Relief Concerning Declared Emergency Under Chapter 2025-190, Laws of Florida, in response to Senate Bill 180 (2025).

PUBLIC HEARING: RESOLUTION 2026-40 TO VACATE AN EASEMENT

Mr. Jeff Earhart, Engineering and Operations Director for the Public Works Department, stated that this was a vacation petition that had been heard previously, and that it was in the City of Groveland area near Montevista Road, Pine Island Road, and East Redwing Road. He displayed a map showing the proposed vacation in red, and said that the County wanted to maintain 33 feet on East Redwing Road; however, since the owner had only wanted to allow the County to maintain 25 feet, the petition was denied. He commented that the applicant had since come back and agreed to allow the County to maintain 33 feet, and that the County was willing to vacate the rest, noting that it allowed the County to have consistent right of way along East Redwing Road.

The Chairman opened the public hearing.

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

Commr. Campione indicated appreciation to Mr. Don Bailey, the applicant, for his cooperation, and opined that it was good for the overall community to have that consistent right of way.

On a motion by Commr. Morris, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved Resolution 2026-40 to vacate a portion of an unnamed platted Right-of-Way (ROW) easement lying between Tracts 31-34, as shown on the Plat of Groveland Farms, recorded in Plat Book 2, Pages 10 & 11, of the public records located east of East Redwing Road, south and west of Montevista Road, and west of Lake Wash, within Section 33, Township 22 South, Range 25 East, in the unincorporated Groveland area.

REGULAR AGENDA

ADDITIONAL SCHOOL DISTRICT AD VALOREM MILLAGE TAX

Ms. Marsh related that this was a request to advertise an ordinance, and that the Lake County School District under Section 1011.73, Florida Statutes, was authorized to direct the BCC to place a referendum on the ballot in November 2026. She commented that this was related to the security and mental health tax that was put in place after the Marjory Stoneman Douglas High School shooting, and that the School District was asking to raise the millage to 1.0 mills. She stated that this item was for approval to advertise, and that it would come back for a public hearing. She mentioned that all the County would be doing was placing it on the ballot as allowed by the Florida Statute, and that the voters would have the ultimate decision. She reiterated that this was an approval to advertise, and that it would come back at the following BCC meeting for adoption of the ordinance, noting that it would then be sent to the Supervisor of Elections and placed on the ballot in November 2026.

Commr. Campione relayed her understanding that the Board was not endorsing it, and that this was what was required by law; additionally, this had been adopted previously.

Ms. Marsh indicated that this was correct, and said that this was a renewal.

Commr. Sabatini pointed out that the School District was asking for a higher millage this time, and that it had previously been 0.75 mills.

Commr. Campione opined that the School District would have to make that case to the public and let people know what it covered, and she asked that Commissioner Sabatini tell people what the situation was if he was going to discuss this on social media.

Commr. Sabatini stated that he was not going to make a post about this because the law was clear and had been litigated; however, it was not discretionary, as the County had to advertise it. He commented that he would like to force the School District to work harder to get the process in play, opining that it was unjustified.

Commr. Campione acknowledged that the Board was just following what was required.

On a motion by Commr. Smith, seconded by Commr. Parks and carried by a vote of 4-1, the Board approved to advertise an Ordinance providing for the levy of an additional school district ad valorem millage tax in Lake County for operational purposes effective in 2027 and ending four (4) years thereafter pursuant to Section 1011.71(9), Florida Statutes, and providing for approval of the levy by voters in a referendum to be held on November 3, 2026, and providing for ballot language.

Commr. Sabatini voted no.

RESIDENTIAL DEVELOPMENT STANDARDS

Mr. Fitzgerald recalled that on January 6, 2026, the BCC directed staff to explore the possibility of updating the LDR to require a minimum lot width of 65 feet in Lake County and to review the landscape buffering fronting County roads. He remarked that any parcel adjacent to a public right of way was currently required to have a Type A landscape buffer with a width range of 10, 15, or 20 feet for a development, and that since the regulation did not specify what that width should be, the current day's discussion would be regarding the proposal for that minimum width to be specified in the regulations as 20 feet for development along the right of ways. He showed a chart and illustration of the current Type A buffer standard, and mentioned that it had requirements pursuant to each width. He also stated that regarding the lot width, the minimum road frontage of lots was currently regulated; however, there were no minimum standards for PUD districts and no minimum lot size or lot width for the zoning districts. He said that the requested action included the following: amending the minimum required lot frontage to 65 feet; establishing a minimum required lot width of 65 feet; establishing a minimum required lot size of 6,500 square feet; applying this to all newly created residential lots unless meeting a specified exception; and not making this retroactive. He commented that there would be certain specified exceptions for residential development, such as those within the Wellness Way Area, those regulated under the joint planning areas (JPAs), and those governed by an approved PUD prior to the execution of the ordinance. He remarked that the current residential lot standards included road frontage widths pursuant to each zoning district; however, there was not a minimum lot width. He displayed a chart of the proposed residential lot standards, and said that all residential lots created after June 1, 2026 would have an amended road frontage and a minimum lot width and size according to the table. He related that amending the lot width to 65 feet would keep a lot with a road frontage of 65 feet from tapering back to a point with no width in the backyard, noting that the minimum lot width of 65 feet would be across the entire lot as well as the road frontage. He mentioned that

staff did a cursory review of what it would mean for a basic 50-acre lot, and that since Urban Low density had an open space requirement of 25 percent and an assumption of 20 percent going to infrastructure, a developer could get the maximum density of 200 lots with 4,000 or 5,000 square foot lots with the square footage that was leftover, noting that with 6,500 square foot lots, some of that density would be lost. He relayed that since Urban Medium had an open space requirement of 20 percent and the assumption of a right of way requirement of 20 percent, there could be 327 lots with a 4,000 square foot lot size out of a maximum allowable development of 350 units, 261 lots with a 5,000 square foot lot size, and 201 lots with a 6,500 square foot lot size, noting that the density started to pare down the larger the lot size was. He remarked that since an Urban High 50-acre development had an open space requirement of 15 percent and a right of way at 20 percent, the 4,000 square foot lot size would allow 354 lots, the 5,000 square foot lot size would allow 283 lots, and the 6,500 square foot lot size would give 218 lots. He opined that a developer would want to maximize their number of units as much as possible, and that the less single-family lots that were available in a proposed PUD, the more multifamily units would be proposed. He showed conceptual pictures of houses with a 45 to 50-foot frontage, and pointed out that they were garage dominated, opining that this would limit the floor plans and the façade. He commented that a 65-foot minimum lot width would provide a wider width that offered more of a street presence and elevation design with more of a ranch style.

Commr. Morris left the meeting at 10:45 a.m.

Commr. Campione indicated her understanding that the unintended consequence could be that in order to get their land use designation density, a developer would want to use multifamily units as opposed to tiny lots.

Mr. Fitzgerald opined that this was an assumption that could be made for a PUD that was looking for a mixed use, and that less lots available to them with the amount of square footage left over may persuade them to build a multifamily development.

Commr. Campione opined that it may be more attractive to have a multifamily end product as opposed to many small lots, and that the wider lots would give the single-family product more curb appeal.

Commr. Smith commented that the City of Tavares used to have a 40-foot minimum lot width, and that it was changed to 65 feet. He relayed his understanding that there was no increase in multifamily units, and opined that using 65-foot lot lines made the neighborhoods nicer from that point forward. He opined that having a 65-foot lot did not mean that there had to be a large house, and that there could be smaller houses with larger yards. He opined that if people wanted to live in Lake County, then this should be what the County required, and that if one wanted to live in an urban area, then one could live in a city.

Commr. Parks remarked that he was supportive of the buffer part of the change, and opined that Florida native plants should also be required with the exception of entryways, which could be Florida friendly plants. He expressed concerns for the minimum lot size, and opined that nobody recommended the one size fits all approach for controlling urban sprawl, which was a large concern. He indicated his understanding that the County was trying to implement a better growth

management system; however, he did not want to use that approach and assume that it was going to work out. He opined that the whole code needed to be changed, and that lot sizes could be looked at as well. He showed a picture of the Lehigh Acres area, and commented that they allowed lot sizes to be a quarter acre or a half-acre throughout their 50 square miles, opining that it did nothing to prohibit urban sprawl. He stated that he would be interested in changing the code entirely, requiring more open space for a 65-foot lot requirement, and opined that alley-loaded 40-foot lots with alleys behind them were more attractive and more of a traditional neighborhood development. He remarked that he would like to see a map of where this requirement would apply, noting that he appreciated that this would not include Wellness Way or current PUDs. He relayed his understanding that according to the Comprehensive Plan (Comp Plan), there would have to be a housing study to determine how this would affect housing affordability, and opined that this would have to be done before anything was adopted. He opined that this could unintentionally encourage urban sprawl, and said that he would want to ensure that it would not encourage it and that there was a housing affordability study done. He stated that he would rather examine other parts of the code, such as increasing open space, opining that this may be a better way.

Commr. Smith opined that since the County required a development with more than 49 homes to go through the PUD process, the lot size would be up to the Board anyway, and pointed out that this requirement would be for any development below 50 homes, opining that if one wanted live in Lake County, they should have 65-foot lots.

Mr. Fitzgerald indicated his understanding that the direction was for 65-foot-wide lots across the board, noting that they only exempted already approved PUDs.

Commr. Campione opined that if PUDs were exempted, then this would give the flexibility that Commissioner Parks mentioned.

Commr. Smith opined that the PUD process should still require 65-foot lots, and that the BCC would have an opportunity to look at the neighborhood.

Commr. Campione relayed her understanding that the City of Umatilla went to 75-foot lots.

Commr. Smith stated that he only saw positive results with this requirement.

Commr. Parks opined that this could just apply to different zoning types, such as Agriculture or Ranchette District (RA), and that a map could be helpful. He commented that he would not approve that part of the ordinance, and that he would want to see other code changes that could be done, noting that he did not know if this would make things any better.

Commr. Campione related that she wanted clarification on the PUD requirements, noting that the way this was being proposed, if a new PUD came in, there would not be a way to lower the 65-foot width requirement. She indicated her understanding that if a development came in under straight zoning with 49 lots or less, then it would have to have 65-foot-wide lots.

Commr. Smith commented that this was his original idea; however, he would not mind requiring a PUD to have a minimum lot size of 65 feet because it would be in the county. He pointed out that they would have county services and would not have the roads and other extras

that a city had because they would not be paying City taxes, opining that if one wanted to live in the county, they should live on larger pieces of property.

Commr. Parks opined that there could be issues with PUDs that had clustering with lots less than 65 feet and a much larger open space area, and that there was more to growth management than just density and lot sizes, such as open space, buffering, and basic design criteria. He opined that this could possibly be an issue, and that he was not in favor of this yet.

Commr. Smith opined that since the County was currently going through the Comp Plan, the LDR would come later, and pointed out that staff just needed direction on where to go with this.

Mr. Fitzgerald agreed, and mentioned that staff was seeking direction on moving forward with an ordinance that would propose a minimum lot width of 65 feet across the board in Lake County.

Commr. Sabatini stated that he was supportive of starting that on the current day, and that he liked the idea of taking this one step at a time as opposed to a holistic approach, opining that an ordinance was a great way to start.

Commr. Campione inquired if there could be a way to do something different, such as pocket neighborhoods, which was taking infill and making something that was unique, opining that this would be rare as it would usually occur in a city setting. She commented that she would not want to discourage something creative and working with infill.

Mr. Fitzgerald commented that assuming that the 65-foot width requirement was in the LDR, a pocket neighborhood could be designed the same way as a multi-family project, and that for one to purchase a home there, it would have to be a condominium plat, for example, where the homes themselves were platted as condominiums and the property around the homes would be common areas.

Commr. Campione indicated her understanding that there would be a way to do it if it came up, and that it would not come under this ordinance.

Commr. Sabatini opined that there could be a clause in the ordinance saying that if there was a pocket neighborhood concept, then the developer could ask the Board for discretion to build it.

Commr. Campione relayed her understanding that this would come under a site plan, and that the ordinance would not affect this scenario.

Mr. Fitzgerald commented that this was one path; otherwise, the pocket neighborhoods would be rental housing, which would just require a site plan, noting that if the development was under one single ownership who maintained it, then it was just a rental situation.

Ms. Marsh stated that staff just needed direction on how the Board wanted this to move forward, and noted that even though this was a minimum requirement, it would not prohibit someone from seeking a variance from the Board of Adjustment.

Commr. Campione indicated her understanding that the buffers had much to do with how much landscape material was at the site, and said that her preference was to require a vegetated property to retain and utilize what was already there as the buffer, provided it was not invasive,

opining that even pine trees would make nice buffers. She questioned if there was a way to incentivize keeping the vegetation that was there as opposed to taking it all out, and asked if the County could prohibit a developer from taking it all out by incorporating it into the ordinance.

Mr. Fitzgerald mentioned that when a developer did the tree survey, they had to tell the County where the protected heritage trees were, and that they could work with the developers to see how much protection they wanted to have in their buffers. He opined that it would be to the benefit of the developer because they would not have to purchase landscaping materials.

Commr. Campione opined that even though it was to their benefit, they never did it, and that if a tree was not a heritage tree, but it was a nice existing tree, then it should stay. She indicated her understanding that other places did this, and said that she did not know if developers chose to keep vegetation because it made sense to them. She opined that they did not do this in the State of Florida that she knew of, and that if there were mature trees, those should be left intact in the buffer areas.

Commr. Parks relayed his understanding that developers cleared the land up to the right of way line.

Commr. Campione hoped that this was something that Lake County could get away from.

Commr. Parks commented that he liked this idea as well as landscaping it, keeping trees, and doing the tree survey, opining that there could be a vegetative buffer that was planted with native trees and shrubs.

Commr. Campione indicated her understanding that the buffer could currently be five feet as long as there was a solid wall.

Mr. Fitzgerald said that this was correct, and that if the developer built a wall, then there could be as little as a five-foot buffer, noting that the ordinance would require a minimum 20-foot width where it abutted a County right of way.

Commr. Smith inquired if this was five feet of vegetation with a six-foot wall.

Mr. Fitzgerald replied that this was just a six-foot wall, and opined that there was much work to do with the LDR.

Commr. Campione opined that there were other codes that were far better.

Commr. Parks commented that he would completely redo the LDR, and opined that the County could make many changes in a short period of time even though it might change when going through the Comp Plan process.

Commr. Campione opined that the County could have something better in place while waiting for this, and suggested that regarding the buffer, direction could include something that would preserve the current vegetation, encourage the use of native vegetation, and be a minimum of 20 feet wide. She opined that this language could be revised to include additional vegetation to enhance the entranceway; additionally, she opined that developers should not be taking out mature pine trees when the 20-foot buffer already had pine trees or hardwood trees in it, and that the County should be promoting this. She opined that keeping natural vegetation in place was conducive to the wildlife corridor.

Commr. Smith opined that some vegetation could cause danger to a structure.

Mr. Fitzgerald related that this applied to private residential property and not to common areas, noting that the buffer would be in a common area. He pointed out that a developer would take out any trees that were dead or dying.

Commr. Smith opined that staff should move forward with the ordinance with 65-foot lots.

Commr. Parks remarked that he was very skeptical of it, and opined that there needed to be more changes; additionally, he opined that growth management should be focused on open space more than anything.

Commr. Smith opined that one could talk to the City of Tavares to see how much this had helped them.

Commr. Campione opined that the open space could be placed in the front of the neighborhood so that it could be seen from the road.

Commr. Parks reiterated that a housing analysis would have to be done, and relayed his understanding that it was required by the Comp Plan.

Mr. Fitzgerald commented that they could split this into separate ordinances, opining that the landscaping ordinance would be quicker to do than a housing analysis.

Commr. Smith opined that these issues should be worked on together so that it could be completed as quickly as possible.

Mr. Fitzgerald questioned if Commissioner Parks was proposing an increase in open space in addition to the 65-foot width.

Commr. Parks opined that open space was more important to growth management. He opined that very few Counties and Cities had resorted to minimum lot sizes as their tool to control growth, and that most were opting for rewriting codes and using hybrid form-based codes to better address growth management.

Mr. Fitzgerald inquired what the Board's position was on a percentage increase for the open space.

Commr. Smith stated that his position was to go forward with 65-foot lot lines and the buffer.

Commr. Sabatini remarked that he was in favor of taking it one step at a time.

Commr. Parks related that if there could be an alternative or an either/or scenario, this would be preferrable for him, and that he was speaking from his experience of talking to people.

Commr. Campione commented that she liked the idea of larger lots and lot widths, and opined that the entranceway and buffers along the roads were critical. She opined that people were tired of seeing the cookie-cutter houses bunched up against the road with no vegetative buffer, and said that it bothered her when a developer clear-cut the whole property, flattened it, and brought in fill dirt with no nutrients and no ability to maintain the new vegetation that they planted. She opined that this was something that the County could address to improve the process.

Commr. Smith pointed out that the County had started working on that with the heritage tree protection ordinance, and that a developer could not take down all the trees without working around the heritage trees.

Commr. Campione opined that they removed everything else.

Commr. Smith opined that the Board was doing its best to preserve Lake County.

Commr. Parks opined that this went back to having open space, and that areas could be identified that had heritage trees as well as other natural habitats and required to be included in the site plan for protection as part of the open space.

Commr. Campione opined that this may be a way to find a compromise between different positions, and that if a developer was to maintain some natural zones as part of their open space, then they could propose some flexibility with the lot sizes. She stated that she wanted to see some natural areas preserved instead of bulldozed.

Mr. Fitzgerald opined that this sounded like a description of a rural conservation subdivision.

Commr. Campione asked if the ordinance could include following the natural contours of the land.

Mr. Fitzgerald answered that they had a maximum amount of cut that they could do on a property before it was considered a sand mine, and that a developer could not take any more than 200 percent of what was required for the storm ponds.

Commr. Campione opined that this did not go far enough to allow the lay of the land to remain as opposed to not being allowed to take any more fill, and hoped that there could be more detail in there to preserve certain areas that would stay naturally contoured, such as a percentage of the property staying contoured or being negotiated with in return for clustering. She opined that if the buffers were back far enough and there were natural areas, then much could be done to make a property more natural than just saying 65-foot lots, and that this could be written in a way that would promote more natural spaces as opposed to just larger lots.

Commr. Smith remarked that he was in favor of more natural spaces and larger lots in Lake County.

Commr. Campione relayed her understanding that this would come back before the Board in a couple of weeks, and that it could be discussed again.

Mr. Fitzgerald reminded the Board that there were concerns about the reduction of the number of units for the land uses that were already assigned.

Commr. Campione pointed out that an ordinance was passed on the current day regarding relief concerning a declared emergency that would allow a resident who had these concerns to bring it forward to the Board.

Commr. Smith asked if the direction to staff was clear.

Ms. Barker clarified that staff would move forward with two bifurcated ordinances, including one for the lot size of 65-foot lots and one for the buffer, retaining as much natural vegetation and contouring as possible.

NFIP COMMUNITY RATING SYSTEM PROGRAM UPDATE

Mr. Karl Bursa, Operations Manager for the Office of Water Resources, stated that he would give an update on the National Flood Insurance Program (NFIP) and the Community Rating System (CRS) program, and that he would cover the benefits of flood insurance, Lake County's current CRS status, and the current status of the program. He commented that the NFIP was

established in 1968 and required participants to follow Federal floodplain management regulations, noting that it was how the County offered flood insurance to those who needed it for their Federal mortgages and how the County obtained hazard mitigation and any kind of disaster relief. He said that Lake County joined the NFIP and received its first flood insurance rate maps (FIRMs) in April 1982, and that the current FIRMs had been in place since 2012. He mentioned that it was publicly available for all communities and legal nonconforming pre-FIRM structures and was not included in basic homeowners insurance, and noted that if a citizen needed flood insurance as part of a Federally backed mortgage, then they were required to purchase it through the NFIP or a private insurance company, which could be expensive depending on the age and the quality of the structure. He mentioned that the CRS was a program offering discounts to flood insurance, and that there were over 1,500 communities participating nationwide and 244 communities participating in the State of Florida, noting that these were old numbers because they had not received any updates. He remarked that Lake County was still a CRS Class 7 community, and that the County had recently completed the five-year cycle visit and had received compliments for the status and what had been done, noting that the score was enough to go up to a Class 6, which would increase everyone's NFIP flood insurance discount from 15 to 20 percent. He commented that the County had an opportunity to get a couple of programs in place that would increase the class again, and that even though it may take some time, it was something that he wanted to get done. He relayed that the current contract for the company managing the CRS program had been placed into inactive status, which did not mean that it had been canceled, and that this meant that the management of the program was now paused, noting that due to this change, no movement could occur in the CRS program. He stated that the class improvement, which was scheduled to take effect on October 1, 2026, had been placed on hold indefinitely until action was taken on a contract; additionally, anybody nationwide in the program who had a class upgrade was on hold, and any new applicants were also on hold. He pointed out that the program and all reporting requirements were in effect; however, there could not be any more savings. He stated that staff was asking for letters of support from the Lake County BCC to the Federal legislative delegation and Federal Emergency Management Administration (FEMA) to resume funding for the CRS program, noting that if this could get back in order quickly, then it would allow the County to stay on the October 1, 2026 timeline, which would help everybody save more funds on their NFIP flood insurance.

On a motion by Commr. Sabatini, seconded by Commr. Smith and carried by a vote of 3-0, the Board approved to authorize the Chairman to execute letters of support to the County's federal legislative delegation and FEMA advocating for the restoration of funding for the NFIP Community Rating System (CRS) program.

Commr. Campione was absent for the vote.

APPOINTMENT TO THE WELLFLORIDA COUNCIL

Commr. Campione commented that this item was a recommendation to appoint a member to the WellFlorida Council as a Lake County provider, and that even though two applications were received, there was only one Lake County provider position.

Commr. Parks related that since this was in Commission District 2, he would like more time to review this and would like to table it.

Commr. Sabatini mentioned that there was a late applicant that he wanted to be considered, and opined that even though she was in another district, she was very qualified and eager to be on this council.

Commr. Parks remarked that if this was tabled, then he could look at the application.

Commr. Campione questioned if members were appointed by district or by the type of position, such as a provider position.

Ms. Marsh indicated her understanding that it was not based on district, and noted that it was not a County board, as it was a State board.

Commr. Campione opined that it was worth tabling if there were people who were very interested who should be considered.

Ms. Barker commented that she could send the application to the Board to review, and that it would be brought back at the April 28, 2026 BCC meeting.

APPOINTMENT TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE

On a motion by Commr. Smith, seconded by Commr. Parks and carried by a vote of 4-0, the Board approved to appoint Mr. Don Spivey as a member to the Affordable Housing Advisory Committee (AHAC) and applicable waiver, as a resident who is a concerned citizen for affordable housing with a term ending November 30, 2027.

COMMISSIONERS REPORTS

COMMISSIONER SABATINI – DISTRICT 1

LEGISLATIVE SESSION

Commr. Sabatini relayed that the legislative session would resume soon, and that the budget needed to be finalized. He opined that the Board should continue to advocate for reform of SB 180, which he opined would be a topic alongside the budget.

COMMISSIONER PARKS – VICE CHAIRMAN AND DISTRICT 2

CITY OF CLERMONT DOWNTOWN STREETSCAPE

Commr. Parks expressed appreciation to the City of Clermont for redoing the entire streetscape with all native plants, and said that he was able to donate his time to do the design. He indicated appreciation to Cherrylake Inc. for its contribution to the project, and said that it was a local business with much knowledge, noting that it would be maintaining this for several years. He pointed out that it was far below what a typical streetscape budget would cost, and that it would be more easily maintained. He opined that promoting Florida native plants was leadership by example, and that news of it should be coming out soon.

WELLNESS WAY

Commr. Parks related that the County and the City of Clermont had conducted Wellness Way meetings to review the tactical aspects and strategic focus of Wellness Way, such as promoting job centers and respecting the environment. He mentioned that at the prior meeting, the Florida Wildlife Corridor Foundation gave a presentation to provide a reminder and more details about why some parts of Wellness Way and the plan requirements were important,

including the recent landscape design standards for the Wellness Way area. He displayed a map showing connection points to the Green Swamp from the Florida Everglades headwaters, and noted that this was the area where wildlife, such as bears and panthers, passed through from South Florida to North Florida. He commented that the circled areas were opportunities for connections to allow wildlife to get underneath Interstate 4 (I - 4), which was a major barrier, and that the opportunity for a connection point across U.S. Highway 27 in Polk County was gone, noting that it was all built out and had no more connection points there for wildlife. He pointed out that there were only two connection points left, and that one was in the Wellness Way area, opining that it was very important to be corridor compatible with all their design standards, as they wanted to promote this connection through that final point. He indicated appreciation to the Florida Wildlife Corridor Foundation, opining that many people were made aware of the situation and understood what was going on.

FLORIDA WILDLIFE CORRIDOR TREK

Commr. Parks stated that he had been invited to be part of the Florida Wildlife Corridor trek, and noted that they did treks every couple of years. He relayed his understanding that there had been about three or four treks starting with the Thousand Mile Green Thread, and opined that they did great productions, which had previously been picked up by National Geographic. He opined that it was a great way to showcase what the State was doing to protect the Florida Wildlife Corridor, and said that this would include four elected officials, opining that policy would matter. He opined that the Florida Wildlife Corridor worked well with property owners, farmers, and ranchers to promote the corridor, which was about 10 million acres, and said that they would be on the trek for about a week. He opined that this was a chance to promote being corridor compatible, and he encourage everybody to read the Corridor Compatible Communities Design Guidelines book; furthermore, he opined that this would be a good opportunity to showcase Lake County. He mentioned that they would go 150 miles from the City of Thomasville, Georgia to the lighthouse at Saint Vincent Island, and that there was interest from the City of Tallahassee and the States of Texas, Georgia, and Alabama, noting that he would give a full report when he returned.

Commr. Smith asked if he would be walking 150 miles.

Commr. Parks denied this, and clarified that there would be hiking, biking, canoeing, and possibly swimming. He mentioned that there would be many cameras there, and hoped that he would represent Lake County well, opining that it was a great opportunity.

COMMISSIONER SMITH – DISTRICT 3

HICKORY POINT PARK ACTIVITIES

Commr. Smith opined that the previous weekend was a large weekend at Hickory Point Park, and expressed appreciation to the Office of Parks and Trails, opining that they did a phenomenal job. He commented that there was a fishing clinic for kids, a soccer tournament, and a volleyball tournament with over 1,100 participants and visitors. He mentioned that there was also a pavilion rental at the same time, and opined that everything ran smoothly. He opined that the excellent job done by the Office of Parks and Trails made Lake County shine for all those visitors across Central Florida, other states, and the Territory of Puerto Rico.

COMMISSIONER CAMPIONE – CHAIRMAN AND DISTRICT 4

APPRECIATION TO STAFF

Commr. Campione indicated appreciation to Mr. Bonilla for handling the situation from the current morning, noting that there was already a plan that was being worked on. She opined that the staff did their best informing the public, and hoped that people understood that these things did not happen quickly, especially large projects that were very expensive and difficult to engineer because of where they were located.

MID FLORIDA MATERIALS LANDFILL

Commr. Campione mentioned that regarding the case involving the Mid Florida Materials landfill, there would be depositions conducted in the current week, and that she was one of the people being deposed.

LAKE LOUISA ROAD CORRIDOR

Commr. Campione related that the Lake Louisa Road corridor had previously been reviewed for the purpose of calming traffic and dissuading people from using it as a highway because of the nature of the road and its proximity to Lake Louisa State Park and the lake itself, and indicated her understanding that people often traveled this road at high speeds. She opined that the traffic there needed to be slowed down, and that it put wildlife and people at risk who were walking or trying to cross the road. She requested that the County come back with a plan on how to calm traffic on this road.

Ms. Barker stated that staff could review this.

Commr. Parks commented that he supported this, and said that this road had been discussed for years. He mentioned that a curve was reworked, opining that this may have helped with safety. He opined that there was an issue with the crossing and cars going 55 miles per hour when people were crossing over to the other side, and that there could be some elevated crosswalks or speed tables built.

Commr. Smith opined that this was not just an issue in the Lake Louisa Road corridor, and that there was erratic driving on many of Lake County's roads, noting that he did not know why people were in such a hurry that they would drive this way. He said that he understood the issue with Lake Louisa Road, and opined that there may have to be more law enforcement hired.

Commr. Campione remarked that there were opportunities to make modifications to the road that could possibly cause people to not want to use that route or to force them to drive slower, and opined that traffic calming on Lake Louisa Road would be effective.

THE ARTEMIS PROJECT

Commr. Campione opined that the Artemis project was amazing, and that it was great to be a Floridian currently. She opined that it was like the old days of rocket launches and going back to the moon, noting that she was proud of the U.S. and proud of the astronauts, as well as all the people that made this happen, opining that it was great to see the young people excited about it.

NATIONAL PECAN DAY

Commr. Smith commented that it was National Pecan Day.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 11:37 a.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: 05/26/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Clerk's Consent Agenda

MEETING DATE: 6/9/2026
ITEM TYPE: Consent Item
ITEM ID: 42977

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Clerk's Consent Agenda (Items 1-10):
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 Sunstone Community Development District Proposed Budget for Fiscal Year 2027 pursuant to Section 190.008(2)(b), Florida Statutes.
3. Notice is hereby provided of having received the Country Greens 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.
4. Notice is hereby provided of having received the Bella Collina 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.
5. Notice is hereby provided of having received the County Road 33 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.
6. Notice is hereby provided of having received the Lake Harris 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.
7. Notice is hereby provided of having received the Hicks Ditch 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.
8. Notice is hereby provided of having received the Dewey Robbins 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.
9. Notice is hereby provided of having received the Lake Emma 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.
10. Notice is hereby provided of having received Ordinance 2026-001 from the City of Fruitland Park.

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 05/26/2026
Marisol Saldana	Final Approval - 05/26/2026

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: 05/18/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Andrea Kennard, Commissioners Aide
SUBJECT: Men's Health Proclamation

MEETING DATE: 6/9/2026
ITEM TYPE: Consent Item
ITEM ID: 42962

RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval of a proclamation proclaiming June 15-21, 2026, as Men's Health week, per Commissioner Parks.

BACKGROUND SUMMARY: Request to approve a proclamation proclaiming June 15-21, 2026.

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

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

Men's Health Month is National Men's Health Week, a special awareness period passed by Congress and signed into law on May 31, 1994, and qualifies as a nationally recognized week under Policy LCC-96.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	MEN'S HEALTH - 2026
2.	LCC-96

STAFF APPROVALS AND DATES:

Andrea Kennard Created/Initiated - 05/18/2026
Misty Spahn Approved - 05/19/2026

Ron Falanga	Approved - 05/19/2026
Kandace Pourbaix	Approved - 05/19/2026
Miranda Lanoue	Approved - 05/19/2026
Jaime Stewart	Approved - 05/19/2026
Melanie Marsh	Approved - 05/20/2026
Jennifer Barker	Approved - 05/27/2026
Marisol Saldana	Final Approval - 05/28/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

PROCLAMATION
2026 -

WHEREAS, Men's Health month is part of an ongoing international effort to educate men, boys, and their families about the important of preventive health screenings, early detection, and healthy lifestyles; and

WHEREAS, Nationwide, men have a life expectancy that is approximately six years shorter than that of women and experience higher rates of chronic disease, including diabetes, obesity, cancer, heart disease, and premature mortality; and

WHEREAS, Men's Health month provides an opportunity to recognize the mental and physical health needs of men and boys, while encouraging fathers and caregivers to serve as positive role models through preventive care, healthy living, and help-seeking behaviors; and

WHEREAS, The growing epidemic of "Deaths of Despair," including deaths related to suicide, substance use disorders, alcohol misuse, and homelessness, underscores the urgent need to raise awareness of unrecognized and undiagnosed depression, mental stress, and emotional distress among boys and men; and

WHEREAS, The centerpiece of Men's Health Month is National Men's Health Week a special awareness period passed by Congress and signed into law on May31, 1994, and observed annually through the efforts of Men's Health Network to build health empathy, recognition, and understanding of the unique health needs facing men and boys.

NOW, THEREFORE, the Board of County Commissioners of Lake County, Florida, proclaims that:

Section 1. The week of June 15-21, 2026, is proclaimed as Men's Health Week.
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 9th day of June 2026.

BOARD OF COUNTY COMMISSIONERS,
LAKE COUNTY, FL

_____
LESLIE CAMPIONE, CHAIRMAN

_____
SEAN M. PARKS, VICE CHAIR

_____
ANTHONY SABATINI, DISTRICT 1

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

ATTEST:

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

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

_____
MELANIE MARSH, COUNTY ATTORNEY

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

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

DATE: 05/21/2026
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42994
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Request for remote participation due to extraordinary circumstances

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To allow Commissioner Sabatini to participate and vote using an electronic platform on items included on the June 9, 2026, agenda due to extraordinary circumstances; and
2. To allow Commissioner Campione to participate and vote using an electronic platform on items included on the June 23, 2026, agenda due to extraordinary circumstances; and
3. To allow Commissioner Parks to participate and vote using an electronic platform on items included on the August 3, 2026, agenda due to extraordinary circumstances.

There is no fiscal impact.

BACKGROUND SUMMARY: Due to extraordinary circumstances, Commissioner Campione is unable to attend in person the June 23, 2026, and Commissioner Parks is unable to attend in person on August 3, 2026. It is in the best interest of the public health, safety, and welfare for the items scheduled for these meeting dates to be considered by all County Commissioners sitting as a full Board. Remote or electronic participation is permissible so long as a quorum is physically present in the Board Chambers on the meeting dates.

Fiscal Impact: None

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 05/21/2026
Melanie Marsh	Approved - 05/27/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

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: 03/25/2026
TO: Jennifer Barker, County Manager
THRU:
David Kilbury, Public Safety Director
BY: Jennie Perley, Procurement Agent II
SUBJECT: Pharmaceuticals

MEETING DATE: 6/9/2026
ITEM TYPE: Consent Item
ITEM ID: 42838

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contracts 26-602 for Pharmaceuticals as needed with the following pool of vendors: Bound Tree Medical, LLC (Dublin, OH); Drake Pharmacy Solutions, LLC (Port Charlotte, FL); Henry Schein, Inc. (Melville, NY); Life-Assist, Inc. (Rancho Cordova, CA); Revelation Wholesale, LLC (Casselberry, FL); and Skyline Pharmaceuticals, Inc. (Fort Lauderdale, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $350,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Annual expenditures shall at no time exceed the available Fiscal Year Budgeted funds.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Fire Rescue, issued Invitation to Bid 26-602 for a vendor pool for pharmaceuticals. The solicitation replaces expiring Vendor Pool Contracts 21-0505 and provides for an initial one-year term with two additional two-year terms available.

The attached tabulation sheet reflects eight submissions with six deemed responsive and responsible. Staff recommends awarding contracts to the six responsible and responsive vendors as qualified participants in the vendor pool for pharmaceuticals.

Last fiscal year's expenditure was $316,071.

Fiscal Impact: $350,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Emergency Medical Services	1350	2445200	830538		$350,000

Advertised Date: Paper:

Attachments:

1.	Respondent List 26-602

STAFF APPROVALS AND DATES:

Jennie Perley	Created/Initiated - 03/25/2026
Ron Falanga	Approved - 03/26/2026
Jessica Zimmerman	Approved - 03/26/2026
John Simpson	Approved - 03/26/2026
Todd Thornton	Approved - 03/26/2026
Miranda Lanoue	Approved - 03/26/2026
Thomas Carpenter	Approved - 04/01/2026
Kandace Pourbaix	Approved - 04/01/2026
Miranda Lanoue	Approved - 04/01/2026
Jaime Stewart	Approved - 04/02/2026
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:

Solicitation Number: **26-602**

Solicitation Title: **Pharmaceuticals**

Open Date: **Jan 29, 2026, 12:00:00 AM**

Close Date: **Feb 26, 2026, 3:00:00 PM**

Firm Name	**Location**
Bound Tree Medical, LLC	Dublin, OH
CRAWFORDVILLE PHARMACY	CRAWFORDVILLE, FL
Drake Pharmacy Solutions LLC	Port Charlotte , Fl
Henry Schein Inc	Melville, NY
Life-Assist, Inc.	Rancho Cordova, CA
NASHVILLE MEDICAL & EMS PRODUCTS, INC.	SPRINGFIELD, TN
Revelation Wholesale LLC	Casselberry, FL
Skyline Pharmaceuticals Inc.	Fort Lauderdale, FL

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

DATE: 04/24/2026
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42930
BY: Ashley Henry, Office of Probation Director
SUBJECT: Lake County Transportation Plan 2026-2029

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Lake County Transportation Plan in accordance with Section 394.462, Florida Statutes.

BACKGROUND SUMMARY: The Florida Mental Health Act was amended in 2016 to require that each county adopt an approved Mental Health Transportation Plan. This plan serves as a vital component of the comprehensive plan for a Centralized Receiving System to meet the behavioral health needs of persons in crisis due to mental and/or substance-use conditions. Approval of this plan gives community partners the authority to continue to provide immediate access to emergency services for persons in need of help for behavioral health disorders, supporting a comprehensive and successful system of acute care.

This plan addresses the methods of transport to support the designated receiving system, consistent with Sections 394.462 and 397.6795, Florida Statutes. It describes safe and dignified transportation, methods of transport for individuals subject to involuntary examination/admission, and specifies how persons should be transported between facilities when necessary.

In accordance with Florida Department of Children and Families' guidelines and Florida Statutes, every county's current Transportation Plan is required to be reviewed and revised every three (3) years and submitted to the Managing Entity, Lutheran Services Florida Health Systems (LSFHS). This plan was revised to conform to Section 394.463(2)(a) and Section 394.463(2)(i), Florida Statutes and last approved by the Board of County Commissioners (Board) on August 26, 2025. The current plan is in effect from July 1, 2023, through June 30, 2026.

The plan was recently reviewed and revised by the Public Safety Coordinating Council (PSCC) to include language ensuring that incarcerated defendants are transported from the jail to a designated receiving facility within 72 hours following issuance of a professional certificate by a qualified mental health professional. This revision is reflected under Section G, “Transportation between Facilities” (page 11).

At the April 21, 2026, PSCC meeting, the Council unanimously recommended that the revised plan be submitted to the Board for approval. Upon approval, the amended plan

will be in effect from July 1, 2026, through June 30, 2029.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Lake County Transportation Plan _ 2026.2029
2.	Attachments C-1 and C-2: LCSO Protocols and General Order 29

STAFF APPROVALS AND DATES:

Ashley Henry	Created/Initiated - 04/24/2026
Ashley Henry	Approved - 04/24/2026
David Eichinger	Approved - 04/24/2026
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 - 05/19/2026
Marisol Saldana	Final Approval - 05/20/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Lake County Transportation Plan

In accordance with the

Chapter 394, Florida Statutes, The Florida Mental Health Act &
Chapter 397, Florida Statutes, The Hal S. Marchman Alcohol and Other Drug Services Act
Three Year Plan
2026 – 2029

Department of Children and Families Northeast Region
Substance Abuse and Mental Health Program Office

Submitted to:

Taylor Hatch, Secretary

Florida Department of Children and Families
Submitted June 2026

Lake County Transportation Plan
2026 – 2029

I. Background/Purpose

II. Specific Provision: Senate Bill 12

III. Community Need and Support

IV. The Transportation Plan: 2026 - 2029

- A. Accessing the Designated Receiving System
- B. Methods of Transportation
- C. Specialized Transportation Services
- D. Medical Stabilization
- E. Crisis Intervention Team Training (CIT)
- F. Mobile Response Team
- G. Transportation between Facilities
- H. Accountability
- I. Individual Disputes and Grievances
- J. Areas of Performance Affected
- K. Cooperation, Collaboration, and Commitment

Index of attachments to the Lake County Transportation Plan:

Attachment A:
Definitions

Attachment B:
Acute Care Services Available in Lake County

Attachment C-1:
Lake County Sheriff Office's Baker Act Transportation Protocols and Basic Guidelines

Attachment C-2:
Lake County Sheriff's Office, General Order 29

Lake County Transportation Plan

I. Background/Purpose:

In accordance with Section 394.462, Florida Statutes, known as The Florida Mental Health Act (or commonly referred to as "The Baker Act"), Lake County, Florida, hereby submits this Lake County Transportation Plan ("Plan"). This Plan serves as a vital component of the comprehensive plan for a Centralized Receiving System in Lake County, Florida, to meet the behavioral health needs of persons in crisis due to mental and/or substance use conditions. For purposes of clarity in utilizing this Plan, attached hereto, and incorporated herein as Attachment "A" are definitions.

The purpose of this Plan is to describe how the community shall support and facilitate access to the Central Receiving System. This includes the circumstances to guide selection of the most appropriate transportation method, e.g., law enforcement, medical services, contracted non-emergency provider, or family/friends; how transportation between participating facilities is handled; respect for individual choice of service providers; and funding to sustain a successful system of efficient and humane transportation for crisis intervention and care. Approval of this plan allows the Department of Children and Families (DCF) and its community partners the authority to continue to provide immediate access to emergency services for persons in need of help for behavioral health disorders, supporting a comprehensive and successful system of acute care.

Section 394.4573, Florida Statutes, requires counties to plan a designated receiving system using a process that includes the Managing Entity, which is currently Lutheran Services Florida Health Systems (LSFHS), and the participation of individuals with behavioral health needs and their families, service providers, law enforcement agencies, and other stakeholders; and to document the designated receiving system through written memoranda of agreement or other binding arrangements. Section 394.4573(2)(b), Florida Statutes, outlines possible organizational structures that a county or counties may adopt to fulfill the functions of a no-wrong-door model that responds to individual needs and integrates services among various providers. Those models include:

a. A central receiving system that consists of a central receiving facility that serves as a single-entry point for persons with mental health or substance use disorders, or co-occurring disorders. The central receiving facility shall be capable of assessment, evaluation, and triage or treatment or stabilization of persons with mental health or substance use disorders, or co-occurring disorders.

b. A coordinated receiving system that consists of multiple entry points that are linked by shared data systems, formal referral agreements, and cooperative arrangements for care coordination and case management. Each entry point shall be a designated receiving facility and shall, within existing resources, provide or arrange for necessary services following an initial assessment and evaluation.

c. A tiered receiving system that consists of multiple entry points, some of which offer only specialized or limited services. Each service provider shall be classified according to its capabilities as either a designated receiving facility or another type

of service provider, such as a triage center, a licensed detoxification facility, or an access center. All participating service providers shall, within existing resources, be linked by methods to share data, formal referral agreements, and cooperative arrangements for care coordination and case management.

Lake County has chosen to implement the Central Receiving System (CRS) Model. The CRS provides a comprehensive and efficient "no wrong door" for persons in crisis. Individuals and families, first responders, and law enforcement do not have to spend time determining the appropriate service agency; or providing secondary transport if they choose the "wrong" facility. This model enables law enforcement officers to return to patrol more quickly. The CRS offers prompt access to screening and triage, and to crisis stabilization on an outpatient or inpatient basis (CSU or Detox). The CRS also provides care coordination for persons who meet criteria for high need/high utilization of acute care. For purposes of the Designated Receiving System, this is defined as three or more acute inpatient episodes of care or having stayed sixteen or more days in a Crisis Stabilization Unit (CSU) or Addictions Receiving Facility (ARF), within a six-month period.

This Plan is developed to address the methods of transport to support the designated receiving system, congruent with Section 394.462, Florida Statutes, and Section 397.6795, Florida Statutes. This Plan:

1. Describes arrangements for safe and dignified transportation that supports the designated receiving system, as required under Section 394.461(5), Florida Statutes.

2. Describes methods of transport to a facility within the designated receiving system for individuals subject to involuntary examination under Section 394.463, Florida Statutes, or involuntary admission under Sections 397.6772, 397.679, 397.6798, or 397.6811, Florida Statutes.

3. Specifies how persons shall be transported to, from, or between participating facilities when necessary and agreed to, including persons unable to pay the expense of transportation, pursuant to Section 394.462(2), Florida Statutes.

4. Complies with the transportation provisions of Section 394.462, Florida Statutes, and Sections 397.6772, 397.6795, 397.6822, and 397.697, Florida Statutes.

5. Designates a single law enforcement agency within the county, or portions thereof, to take a person into custody upon the entry of an *ex parte* order or the execution of a certificate for involuntary examination by an authorized professional and to transport that person to the appropriate facility within the designated receiving system for examination, per Section 394.462(1)(a).

The Plan, along with an accurate inventory of designated receiving facilities and related public resources to provide care for persons in need of behavioral health acute care services, shall be maintained and available to law enforcement and to first responders, per Section 394.4573(2)(b), Florida Statutes.

II. Specific Provision:

In 2016, the Florida Legislature passed Senate Bill 12, which made several significant changes to Chapters 394 and 397, Florida Statutes, effective July 1, 2016. A full summary of the legislation is beyond the scope of this Transportation Plan, but listed below are several key provisions of the law that inform and guide this Plan's development.

a. Creates a designated receiving system that functions as a "no wrong door" model for acute care encompassing screening, triage, and assessment.

b. Supports a recovery-oriented system of care that addresses the needs of persons with behavioral health disorders through comprehensive, integrated services.

c. Requires counties to develop and implement transportation plans that support the designated receiving system.

d. Revises transportation requirements.

e. Requires law enforcement to develop policies on transportation and share their protocols with the Managing Entity.

f. Revises requirements for notice and transfer of records when public receiving facilities transfer patients to licensed hospitals.

g. Requires data collection and reporting on The Marchman Act utilization, as well as The Baker Act, and transfers responsibility to collect and report this data from the Agency for Health Care Administration (AHCA) to DCF.

h. Establishes new categories of persons authorized to file professional certificates for involuntary assessment and stabilization under the Marchman Act.

III. Community Need and Support:

The following are organizations and community-based planning groups that support the Lake County Transportation Plan and agree to implement the centralized system and agree to continue to develop a quality improvement and long-range service expansion plan:

- Department of Children and Families (DCF) Northeast Region Substance Abuse and Mental Health Program Office
- Lutheran Services of Florida Health Systems
- Lake County Board of County Commissioners
- LifeStream Behavioral Center
- Lake County Sheriff's Office
- Astatula Police Department
- Clermont Police Department

- Eustis Police Department
- Fruitland Park Police Department
- Groveland Police Department
- Howey-in-the-Hills Police Department
- Lady Lake Police Department
- Leesburg Police Department
- Mascotte Police Department
- Mount Dora Police Department
- Tavares Police Department
- Umatilla Police Department
- Advent Health
- Blue Cedar
- Orlando Health South
- Orlando South
- UF Health Leesburg

Pursuant to Section 951.26, Florida Statutes, and Lake County Code Section 9-3, the Lake County Board of County Commissioners created the Lake County Public Safety Coordinating Council (PSCC), which serves as a public/private council to discuss all matters concerning local public safety and formulate recommendations to the Lake County Board of County Commissioners concerning viability of pretrial intervention or probation programs, work- substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates. The PSCC serves as the County-recognized body to recommend approval of this Plan to the Lake County Board of County Commissioners and has reviewed this Plan prior to submittal. The Lake County Board of County Commissioners has the final authority to give approval to submit this Plan to the Managing Entity and the Substance Abuse and Mental Health (SAMH) Program Office of the Northeast Region DCF.

IV. The Transportation Plan: 2026 - 2029

This Plan took effect on July 1, 2023 and revisions commenced upon approval by Lake County Board of County Commissioners on August 26, 2025. Objectives for the Plan are to:

1. Support the designated receiving system for acute care to provide screening and triage, comprehensive assessments, and immediate access to services.

2. Support diversion from inpatient acute care through outpatient crisis intervention, referral, linkage, and recovery support.

3. Provide a dignified, humane, and efficient method of transportation to and among acute care and medical facilities, including for persons from nursing homes, assisted living facilities, or other residential settings.

4. Divert admissions from hospital emergency rooms and maintain updated policies on medical stabilization.

5. Provide an appropriate alternative to jails and criminal justice system involvement

for persons with behavioral health disorders.

6. Assist law enforcement with training and on-site assessments (CIT, Mobile Response Team).

7. Provide a range of acute care services to treat persons in the least restrictive setting in the community, avoiding state psychiatric civil or forensic hospital admissions.

The Lake County Transportation Plan endorses the authority to transport persons in need of services under The Baker Act or The Marchman Act to the appropriate or nearest Receiving Facility including the Central Receiving Facility. A listing of these facilities in Lake County is included as Attachment B to this Plan, attached hereto and incorporated herein by reference. The Central Receiving Facility is LifeStream Behavioral Center located at 2020 Tally Road, Leesburg, FL 34748.

A. Accessing the Designated Receiving System:

Sections 394.4625, 394.463, 397.601, and 397.675, Florida Statutes, outline the different ways persons may access acute care services through the designated receiving system. Involuntary assessment and stabilization may be initiated by the following means:

- *Ex parte* order issued by a circuit or county court. In those cases, law enforcement shall take the person into custody and deliver him or her to the appropriate facility within the designated receiving system. Law enforcement may decline to transport if the County has a contract with a transportation service provider, and law enforcement presence is not necessary for safety.

- A physician, clinical psychologist, physician's assistant, psychiatric nurse, advanced registered nurse practitioner, licensed mental health counselor, licensed clinical social worker, licensed marriage and family therapist, or, for substance abuse services only, a master's level certified addictions professional, may execute a professional certificate. Professionals who initiate a certificate for emergency admission under Section 397.679, Florida Statutes, must indicate whether the person requires transportation assistance for delivery for emergency admission and specify the type of assistance necessary.

- Under Section 397.6798, Florida Statutes, a parent, guardian, or legal custodian may initiate a request for involuntary assessment of a minor child by filing an application at a juvenile addiction receiving facility.

- A law enforcement officer may take a person who appears to meet criteria for involuntary examination or assessment into custody and transport him or her to the appropriate facility within the designated receiving system, executing a written report of the circumstances.

B. Methods of Transportation:

As part of this Plan, the Lake County Board of County Commissioners will utilize the Lake County Sheriff's Office to transport persons experiencing a crisis related to behavioral health. The Lake County Sheriff's Office Baker Act Transportation Protocols and Basic Guidelines and General Order 29 are attached hereto as Attachment C-1 and Attachment C-2.

Law enforcement, along with the staff of the transportation provider and any involved clinicians, must make appropriate professional judgments based on the individual circumstances of each situation, determining if law enforcement transport is necessary due to public safety concerns. In other cases, it may be medically necessary to transport individuals to a hospital by Lake County Fire Rescue or other emergency services provider, due to physical health conditions beyond the safe management capability of the alternate provider. It is not possible for this Plan to outline every potential factor that may affect the decision on the method of transportation. However, in all cases the primary consideration is safety for the person in crisis and all others who are involved; and providing dignity, respect, and humane treatment for the individuals served during a challenging and difficult time in their lives.

C. Specialized Transportation Services:

In accordance with Section 394.462(1)(n), Florida Statutes, Lake County may contract with a non-law enforcement provider to provide specialized services to persons living in an Assisted Living Facility (ALF), nursing home, adult day care center, or adult family-care home. Many of these persons are over the age of 60 and some may be frail. This provides a dignified and humane alternative for vulnerable adults.

D. Medical Stabilization:

The Public Safety Coordinating Council (PSCC) developed "Community Standards for Medical stabilization." These community guidelines are used to ensure that when medically necessary, persons are treated for high-risk physical health care conditions either at an emergency department or appropriate health care facility. Once a person is medically stabilized, the person will be transferred to the Central Receiving Facility. In the event a person arrives at an emergency room, it is the expectation that the hospital will abide by 42 U.S.C. 1395dd known as the *Examination and Treatment for Emergency Medical Conditions and Women in Labor Act* (EMTALA) to screen, examine, stabilize, treat and transfer individuals appropriately. In turn, the designated receiving system shall work with the emergency room to coordinate the ongoing care of the individual, whether it is an outpatient discharge or referral or inpatient treatment. This system has worked well and a significant amount of trust between providers of acute care for behavioral health disorders and area hospitals has been built to provide access to care for persons in need of crisis stabilization or health related symptom reduction. After medical stabilization, if the individual still meets criteria for transfer to the Central Receiving Facility, the appropriate medical services will transport from the Emergency Room to the Central Receiving Facility.

E. Crisis Intervention Team Training (CIT):

The Lake County Sheriff's Office, has implemented a Crisis Intervention Training (CIT) program involving multiple law enforcement agencies in Lake County. The program is based on the Memphis Crisis Intervention Team (CIT), an innovative police based first responder program that has become nationally known as the "Memphis Model" of pre-arrest jail diversion for those in behavioral health crisis. The program provides law enforcement-based crisis intervention training for helping those individuals with behavioral health disorders. Officer involvement in CIT is voluntary and interested officers must apply to be considered for CIT training/team, as with any other law enforcement specialty. CIT works in partnership with those in behavioral health care to provide a system of services that is friendly to individuals with behavioral health disorders, family members, and the police officers.

The CIT model includes forty (40) hours of training incorporating modules on: (1) The Baker Act; (2) The Marchman Act; (3) the Transportation Plan; (4) signs and symptoms of mental illness and substance abuse impairment; (5) intervening with persons in behavioral health crisis; (6) de-escalation skills; (7) utilization of Mobile Response Teams; (8) centralized transportation to Central Receiving System (CRS); (9) when to request transportation from the County's contracted transportation provider; (10) persons to be served and family viewpoints and interaction; and (11) other vital skills.

F. Mobile Response Team:

LifeStream Behavioral Center Mobile Response Team help reduce the impact of mental health emergencies through immediate response to crisis situations at the street-level through the coordination and consultation with local public safety organizations, hospitals, and other community groups. Licensed clinicians deliver crisis intervention services at locations throughout the community (suicide, homicide, threats, drug abuse, evaluation for psychiatric hospitalization). The team provides consultation to hospital emergency personnel, community agencies and citizens, and local police and fire departments regarding known or potential mental health cases.

G. Transportation between Facilities:

Section 394.462(2)(a), Florida Statutes, states that "If neither the patient nor any person legally obligated or responsible for the patient is able to pay for the expense of transporting a voluntary or involuntary patient to a treatment facility, the transportation plan established by the governing board of the county or counties must specify how the hospitalized patient will be transported to, from, and between facilities in a safe and dignified manner."

As previously noted, initial transportation may be provided by law enforcement, the County contracted transportation provider, or family/significant other(s). Transportation to, from, or between facilities may be required due to several factors, including medical necessity, inpatient acute care capacity, or individual choice. LifeStream Behavioral Center and the facility that the person is being transported to or from shall coordinate these transportation arrangements.

Historically, there has been no designated funding stream for those without third party coverage or resources for self-pay. To meet the requirements of the amended statutes, this Plan intends that costs of such transportation shall be borne by private insurance, Medicaid, or Medicare if applicable, or by another available means. In accordance with Section 901.35, Florida Statutes, the entity providing transportation may seek reimbursement for transportation expenses from a) a private or public third-party payer; b) the person receiving the transportation; or c) a financial settlement for medical care, treatment, hospitalization, or transportation payable or accruing to the injured party.

Lake County can provide transportation from a Lake County acute care inpatient facility to a state psychiatric hospital for persons who are committed on a civil basis under Part I, Chapter 394, Florida Statutes ("The Baker Act"). The Lake County Sheriff's Office provides transportation to the state hospital for persons who are forensically committed (not guilty by reason of insanity or incompetent to stand trial), under Chapter 916, Florida Statutes, and from the state hospital to Lake County for subsequent court appearances. The state hospital is responsible for planning and coordinating transportation for patients upon discharge from the hospital, and therefore, this is not within the scope of the Lake County Transportation Plan.

Upon issuance of a professional certificate by a qualified mental health professional determining that a defendant meets the criteria for involuntary examination, the Sheriff or designated transport authority shall ensure transport of the defendant from the jail to a designated receiving facility within 72 hours of certificate of issuance. Such transport may include a hold for jail custody notation, and the receiving facility may only release the defendant back to jail custody unless otherwise ordered by the court. Alternatively, the transport order may direct return to court for proceedings consistent with available resources and the defendant's willingness to receive treatment.

Attached hereto as Attachment C-1 and C-2 are transportation protocols and guidelines adopted by the Lake County Sheriff's Office.

H. Accountability:

The ultimate accountability lies with the State of Florida Department of Children and Families (DCF). The public official responsible for overseeing the Plan is the DCF Regional Substance Abuse and Mental Health Program Director.

The State of Florida operates a community-based behavioral health system, and most direct services are contracted with nonprofit behavioral healthcare providers. In Lake County, the DCF Northeast Region Substance Abuse and Mental Health (SAMH) Program Office contracts with the Managing Entity, which is currently Lutheran Services Florida Health Systems (LSFHS).

The DCF-SAMH Office is responsible for the following, either directly or by delegation to the Managing Entity:

- Continuing system oversight
- Safeguarding the rights of individuals in service delivery
- Annual monitoring of the quality of services through contract review
- Designating and monitoring receiving facilities, treatment facilities, and receiving systems

- Assistance to resolve issues between providers, if not resolved in the Public Safety Coordination Council (PSCC).
- Participating in Subcommittees of the PSCC.
- Data collection and reporting on the designated receiving system, including success in diverting individuals from acute care inpatient services, jails, and forensic facilities

The Managing Entity in the Lake County region, currently LSFHS, is required to maintain the Transportation Plan on their website.

The Central Receiving System has several contracted performance measures that are reviewed in the Designated Receiving System Plan. One measure is related to transportation, which is to reduce drop-off processing times for law enforcement officers.

The CRS is responsible to accept all persons brought for involuntary examination by law enforcement, an emergency medical transport service, or a private transport service authorized by the County, unless the person requires medical assessment and stabilization, or, pursuant to Section 394.462(1)(h), Florida Statutes, the person has been arrested for a felony and the CRF documents that it is not able to provide adequate security. In those cases, the individual shall be screened at the detention center and will be provided necessary treatment once taken into custody.

As described in Section 394.455(13), Florida Statutes, all designated receiving facilities are by definition responsible to provide, at a minimum, emergency screening, evaluation, and short-term stabilization for mental health or substance abuse disorders. Under Section 394.462(1)(m), Florida Statutes, each law enforcement agency designated to take persons into custody upon the entry of an *ex parte* order or execution of a professional certificate is responsible to establish a policy that reflects a single set of protocols for the safe and secure transportation and transfer of custody of the person. Each law enforcement agency shall provide a copy of the protocols to the Managing Entity.

I. Individual Disputes and Grievances:

The Public Safety Coordinating Council (PSCC) has an ad hoc subcommittee on transportation that serves as a means for strategic planning, communication, and resolution of systemic problems related to emergency transports. All members of the public are welcome to attend and bring acute care issues or problems to the PSCC and/or its subcommittees for resolution.

Individuals served, their family members, or other representatives designated by the individual may also file complaints or grievances with a specific provider through their established grievance policy, or directly to DCF, the Managing Entity, or a third-party funder, if applicable. Providers are responsible to address complaints or grievances through their internal procedures and are expected to finalize grievances related to the designated receiving system within thirty (30) days. In the event the provider is unable to resolve the issue to the satisfaction of the grievant, DCF or the Managing Entity may intervene and work with the person, family, and/or provider to bring the issue to a satisfactory resolution.

J. Areas of Performance Affected:

The Public Safety Coordinating Council (PSCC), in its effort to continually improve the system, has identified several areas of performance that are applicable to delivering acute care services in Lake County. The goal of implementing a coordinated system of care and improving access to appropriate services are directly related to improving the quality of care for those persons served.

The following domains of performance are driving factors and community standards in achieving excellence.

- Dignified, safe, and humane transportation
- Immediate access and availability for acute care services
- Improvement of clinical assessments at the "front door"
- Linkage and timely aftercare services
- Appropriate lengths of stay relative to individual needs
- Medical stabilization policies reviewed with emergency rooms and hospitals
- Assessment of the need for current and future treatment capacity
- Pre- and post-booking jail diversion
- Contractual accountability with state and county government
- Demonstrated cost savings to the community, hospitals, and law enforcement
- Enhanced community partnerships.

K. Cooperation, Collaboration, and Commitment:

The Lake County Transportation Plan is a critical element in the acute care system. The Public Safety Coordinating Council meets quarterly and considers this Plan, and its implementation, ongoing planning and operational process. Designated receiving facilities, law enforcement agencies, and the Lake County Board of County Commissioners have actively participated in the development of this Transportation Plan.

Attachment A

Definitions

"Access center" means a facility that has medical, mental health, and substance abuse professionals to provide emergency screening and evaluation for mental health or substance abuse disorders and may provide transportation to an appropriate facility if an individual needs more intensive services.

"Addictions receiving facility" is a secure, acute care facility that, at a minimum, provides emergency screening, evaluation, detoxification, and stabilization services; is operated 24 hours per day, 7 days per week; and is designated by the department to serve individuals found to have substance abuse impairment who qualify for services under this part.

"Behavioral Health" refers to either mental illness as defined in Chapter 394, Florida Statutes, or substance abuse as defined in Chapter 397, Florida Statutes, or co-occurring mental and substance use disorders.

"Designated receiving facility" means a facility approved by the department which may be a public or private hospital, crisis stabilization unit, or addictions facility; which provides, at a minimum, emergency screening, evaluation, and short-term stabilization for mental health or substance abuse disorders; and which may have an agreement with a corresponding facility for transportation and services.

"Detoxification facility" means a facility licensed to provide detoxification services under chapter 397.

"Electronic means" means a form of telecommunication which requires all parties to maintain visual as well as audio communication when being used to conduct an examination by a qualified professional.

"Facility" means any hospital, community facility, public or private facility, or receiving or treatment facility providing for the evaluation, diagnosis, care, treatment, training, or hospitalization of persons who appear to have a mental illness or who have been diagnosed as having a mental illness or substance abuse impairment. The term "**Facility**" does not include any program or an entity licensed under pursuant to Chapter 400 or Chapter 429, Florida Statutes.

"Incompetent to consent to treatment" means a state in which that a person's judgment is so affected by a mental illness or a substance abuse impairment he or she lacks the capacity to make a well-reasoned, willful, and knowing decision concerning his or her medical, mental health, or substance abuse treatment.

"Involuntary examination" means an examination performed under Sections 394.463, 397.6772, 397.679, 397.6798, or 397.6811, Florida Statutes, to determine whether a person qualifies for involuntary services.

"Involuntary services" means court-ordered outpatient or Inpatient services for mental health treatment pursuant to Sections 394.4655 or 394.467, Florida Statutes.

"Managing Entity" means Lutheran Services Florida Health Systems (LSFHS)

“Patient” means any person, with or without a co-occurring substance abuse disorder, who is held or accepted for mental health treatment.

“Receiving facility” means any public or private facility or hospital designated by the department to receive and hold or refer, as appropriate, involuntary patients under emergency conditions for mental health or substance abuse psychiatric evaluation and to provide treatment or transportation to the appropriate service provider. The term does not include a county jail.

Attachment B

Acute Care Services Available in Lake County *

Central Receiving System (CRS)

LifeStream Behavioral Center, 2020 Tally Road, Leesburg, FL 34748
352-315-7878 (Adults)
The Central Receiving System serves as the centralized screening location for persons in Lake County presenting without an emergency medical condition. Referrals are triaged at the Central Receiving Facility and linked with appropriate crisis stabilization services on an outpatient or inpatient basis. Inpatient crisis stabilization may be admission to the CSU or ARF. Outpatient crisis stabilization may include brief crisis counseling and linkage with community-based services and may include linkage with care coordination services if the person meets criteria as an individual with high-need/high utilization of acute care (defined as three or more acute care inpatient episodes within six months).

Children's Crisis Stabilization Unit (CCSU)
LifeStream Behavioral Center, 2018 Tally Road, Leesburg, FL 34748
352-315-7457 (Children 5-17) - Capacity: 20
The CCSU is an inpatient treatment program which provides 24-hour medically supervised treatment in a therapeutic environment for children who are in crisis. The CCSU serves children between 5–17 years of age. Using a multi-disciplinary approach, a treatment team of Board-Certified child/adolescent psychiatrists; Recovery Specialist; Care Coordinator, registered nurses with psychiatric expertise; behavioral health technicians, and case managers work with each child and family to identify challenges and develop a treatment plan.

Adult Crisis Stabilization Unit (CSU)/Psychiatric Hospital
LifeStream Behavioral Center, 2020 Tally Road, Leesburg, FL 34748
352-315-7800 - Capacity: 66
Crisis Stabilization Unit/Psychiatric Hospital are public receiving facilities that provide crisis stabilization in a secure inpatient setting to individuals 18 years of age and older who are medically stable. Individuals who are in an acute mental health crisis are screened, assessed, and admitted for stabilization based on meeting Baker Act criteria on either a voluntary or involuntary basis, regardless of ability to pay. Individuals are provided 24-hour observation, medication prescribed by a physician or psychiatrist, and other appropriate services.

Marchman Act Addiction Receiving Facility
LifeStream Behavioral Center, 2020 Tally Road, Leesburg, FL 34748
352-315-7800 Addiction Receiving Facility (ARF) - Capacity: 10
The Florida Marchman Act is a civil, confidential, involuntary commitment to help those with substance use problems get the help they need when they have become a danger to themselves and others.

***F.S. 394.463 (2) 2** A law enforcement officer may take a person who appears to meet the criteria for involuntary examination into custody and deliver the person or have him or her delivered to an appropriate, or the nearest, facility within the designated receiving system pursuant to s. 394.462 for examination.

Protocols

The following are basic guidelines regarding Baker Act transports.

1. Lifestream Behavioral is the only designated receiving facility in Lake Co.
2. Our obligation for transport under FSS is for LCSO initiated and authorized medical professional Baker Acts only.
3. FSS makes "law enforcement" agencies responsible for their departments initiated Baker Acts. We do not do their medical cleared transports from hospitals. Check paperwork prior to transport for verification of current dates and department designation.
4. We do not transport medical patients. The baker act must not need attention at the time of request of transport. They should be able to move about on their own and be placed in the car without much assistance. Wheel chair transport is a no go, we do not have vehicles to accommodate.
5. We do not do "self admittance". If the person needs transport, verify the reason, and that reason should be enough to initiate a LEO Baker Act. If they go in the LCSO vehicle for transport, do the paperwork.
6. The practice of going into the interior of a medical facility to retrieve a Baker Act patient will cease. Have the facility present the patient cleared at the receiving point of the facility.
7. If a disturbance occurs at the facility, local agencies with jurisdiction will respond.
8. If on scene and a medical condition exists on a potential Baker Act, allow EMS to transport for treatment. In the event a person arrives at an emergency room, it is the expectation that the hospital will abide by federal Medicare Guidelines Section 1867, (COBRA) Exanimation and Treatment for Emergency Medical Conditions and Women in Labor (EMTALA) to screen, examine, stabilize, treat, and transfer individuals appropriately. Remember, we have no jurisdiction over a medical patient in a facility. Baker Act is not criminal, and we have limited ability to control. We do not sit with them. After medical clearance, if the individual still meets criteria for transfer to the Central Receiving Facility, the appropriate medical services will transport from the Emergency Room to the Central Receiving Facility.
9. We do not transport "in house" for Lifestream. They do have clinics which have the ability to initiate a new Dr. Baker Act, which would obligate us for transport, regardless of location in the County. Verify paperwork prior to transport.
10. We do not transport out of county, unless directed to do so by Court Order.
11. Our obligation ends when a Baker Act subject is delivered to the behavioral center.

    a. All of the above is subject to the Watch Commanders discretion.

*Except for Orlando Health South Lake all other Hospitals are located within city limits.

Captain David J. Pelton

Uniform Patrol Bureau

Lake County Sheriff's Office

General Order 29

Peyton C. Grinnell, Sheriff

Title: Prisoner Transport	
Effective Date: February 23, 2006	**Last Revision Date: August 12, 2021**
Accreditation Standards: **CFA: 21.01M, 21.02, 21.03M, 21.04M, 21.05, 21.06M, 21.07M, 21.08M**	**Scope: Sworn Members**

POLICY: It is the policy of the Lake County Sheriff's Office, when a prisoner is transported, that adequate safety and security will be provided for the prisoner, the transporting deputy, as well as the public.

A. Prisoner Transportation: [CFA: 21.01] The welfare of prisoners is the responsibility of the transporting deputy. The deputy must have continuous control of prisoners during transport to a receiving facility. The following are guidelines for transporting all persons in the custody of the Lake County Sheriff's Office:

1. A deputy will never assume that someone else has searched a prisoner. A deputy who is transporting a prisoner will search the prisoner and confiscate any weapons, contraband, evidence or dangerous articles before transport. Other personal property will remain with the prisoner. [CFA: 21.02M]

2. Juveniles will be handcuffed and transported, as seen fit by the deputy. Juvenile and adult prisoners will not be transported in the same vehicle unless the juvenile was involved in the same crime with the adult. [CFA: 21.01M (C)]

3. Male and female arrestees will be transported to the jail in separate vehicles. The only exception to this would be if the male and female were involved in the same crime and a vehicle with a split cage is available for transport. [CFA: 21.01M (A)]

4. When transporting prisoners of the opposite sex, the deputy will notify the Communications Center of the starting mileage of the transport vehicle, the beginning location and the intended destination. Upon arrival, the deputy will notify the Communications Center of the ending mileage and the actual location where the transport terminated. [CFA: 21.01M (A)]

B. Restraint Devices: Deputies will restrain all persons arrested or taken into custody using authorized restraining devices. Such restraint devices include handcuffs that are double-locking, double-locking leg irons, and plastic flex cuffs.

1. The following methods should be followed:

a. Prisoners will be handcuffed with hands behind their back prior to transport.

b. Handcuffs will be of a type issued by the Sheriff's Office and double-locked immediately.

c. After application of restraint devices, deputies will maintain physical control over the prisoner while escorting the prisoner on foot.

d. After application of restraints, removal is prohibited until inside the secure perimeter of the detention center or place of confinement, except when medically necessary or other exigent circumstances exist.

2. Exceptions: Deputies may exercise discretion and apply handcuffs as appropriate under the following conditions:

a. The prisoner suffers from a deformity or other disability, sickness, or injury, and handcuffing in the rear is clearly impossible. It may be necessary to handcuff with the hands in front. Consideration should be given to the nature of the offense and escape risk of the prisoner being transported.

b. The arresting deputy will determine the degree of mechanical restraint to use when prisoners are admitted to medical treatment centers or hospitals.

c. The use of handcuffs and leg irons in a four-point restraint is authorized for violent or combative detainees in order to keep them from injuring themselves, or others. [CFA: 21.01M (D)]

3. Restrictions:

a. Deputies will not handcuff themselves to prisoners.

b. Restraint devices will not be used to secure a prisoner to any part of the interior of a vehicle.

C. Sick, Injured or Disabled Prisoners: [CFA: 21.01M (B)]

1. To transport sick, injured or disabled prisoners safely and securely, deputies must first determine the nature of the illness, injury or the extent of the disability. A prisoner with a physical or mental disability may require special care and attention, during transport. The transporting deputy or a supervisor, must arrange for the required special equipment or special vehicle (i.e.; an ambulance) so that the transport may be done in a safe and secure manner.

a. Deputies will use discretion in arresting persons who are sick or injured. If the person is not an immediate threat or danger and an immediate arrest is not crucial, the deputy should consider obtaining a warrant to be served after the person has an opportunity to seek medical attention.

b. If a person becomes sick or is injured, incidental to an arrest, the deputy will conduct an immediate search for weapons and contraband and ensure that the prisoner is transported to an appropriate medical facility. If it becomes necessary to have a prisoner transported to a medical facility, by ambulance, the prisoner must be accompanied and guarded by a deputy.

2. Upon arrival at a medical facility, extreme caution will be taken to ensure the prisoner is isolated from other patients and is not left unattended. Handcuffs or ankle chains will not be removed, unless the deputy is in the same room as the prisoner. [CFA: 21.07M]

a. If an arrestee is admitted to the hospital, the deputy will immediately notify his supervisor and maintain control of the prisoner, until he is relieved of his post by authorized members.

b. Upon release from the hospital, the arrestee will be transported to the Lake County Detention Center.

D. Baker Act Transport: All persons under a Baker Act will be transported with dignity. The deputy will search the person for weapons prior to transport, and may handcuff or restrain the person for safety reasons. Deputies will transport persons who meet the criteria for involuntary examination when a deputy:

1. Has initiated the Baker Act; or

2. Is acting upon an order from the court; or

3. Is acting upon a Professional certificate (CF-MH 3052b) issued by a physician, clinical psychologist, psychiatric nurse, or clinical social worker.

E. Emergencies During Transport: [CFA: 21.05]

1. The deputy is to ensure the safe delivery of the person in custody. Deputies transporting prisoners will not make unnecessary stops. Only under emergency circumstances, should a deputy stop to render assistance to other persons. Circumstances may include, but are not limited to, the following:

   a. Law enforcement officer requests assistance, due to an emergency and other assistance is unavailable; if the transporting deputy is close to the officer requesting help, and approval from a supervisor is given, the transporting deputy may respond.

   b. The deputy is the first deputy to encounter a crash scene, serious injuries are evident and no emergency medical personnel are present.

   c. The transport vehicle is involved in a vehicle crash. In this situation, the following applies:

      1) The deputy will immediately radio the Communications Center and request that a back-up deputy respond to the scene.

      2) A supervisor will be notified and respond to the scene.

      3) The prisoner will receive medical attention, if necessary, and then be transported, by another available unit.

F. Transport Vehicles:

1. Any vehicle used to transport prisoners, will be searched for weapons and contraband, before and immediately after, the transport of a prisoner. [CFA: 21.03M]

2. The operator will inspect the vehicle at the beginning of the shift, to ensure the vehicle's safe operating condition. [CFA: 21.03M]

G. Prisoner Escape During Lawful Custody: [CFA: 21.06M]

1. The deputy responsible for the detainee will notify the Communications Center or local law enforcement agency, with jurisdiction. The deputy will provide the location of the escape, the escapee's description, direction of travel, criminal charges and notice if the escapee is believed (or known) to be dangerous. The deputy will request back-up units, as necessary. [CFA: 21.06M (A,C)]

2. It is the responsibility of the deputy to secure any remaining prisoners, until back-up units arrive on the scene. If the arrest involved only one prisoner, the deputy will notify the Communications Center and then pursue the escapee. [CFA: 21.06M (C)]

3. If the escape occurs in Lake County, the following apply: [CFA: 21.06M (A, C)]

   a. The Communications Center shall notify and issue a BOLO to:
   [CFA: 30.13M(B, E)]

      1) The on duty Shift Commander, Patrol and K-9 units

      2) The Aviation Unit

3) The Major of Criminal Justice Operations

4) Other appropriate agencies.

5) The Staff Duty Officer, Majors and Sheriff

6) Criminal Investigations Bureau Commander

b. A supervisor will immediately respond to the location of the escape and take charge of the incident.

c. The deputy, from whom the prisoner escaped, will be required to document details of the escape in an Offense Incident Report. [CFA: 21.06M (B)]

4. Escape outside jurisdiction: If an escape occurs during lawful custody of a prisoner outside the officer's jurisdictional boundaries, the following shall apply:

a. Persons to be notified: [CFA: 21.06M (A)]

1) In the event of a prisoner escape, while in lawful custody in another jurisdiction, the officer involved will immediately, or as soon as possible, contact the local jurisdictional agency. The Communications Center of that agency will be advised of the escape. This will be accomplished by using the departmental radio (mutual aid, if in range) or telephone.

2) The deputy will request assistance in the capture of the escaped prisoner by providing the location of the escape, a description of the escapee, the pending charges or convictions, last known direction of travel, and any method of transportation used.

3) The deputy will also request the contacted agency notify the Lake County Sheriff's Office of the situation. At the first practical opportunity, the deputy will personally contact this agency with the details of the incident.

b. Reports to be prepared: [CFA: 21.06M (B)]

1) The deputy will complete the required reports with the jurisdictional agency.

2) When the situation allows, the deputy will call in an offense report of the incident, including information about injuries sustained by the deputy, damage to the county vehicle, or any other pertinent information.

c. When an escape occurs outside of Lake County, actions to be taken by the deputy will include, but may not be limited to, the following:

1) Notify the law enforcement agency having jurisdiction, either by radio, telephone, or by whatever other means available, and provide the pertinent details regarding the escape.

2) Notify his or her immediate supervisor.

3) Render appropriate assistance to the jurisdictional agency upon request.

4) Initiate a supplemental report to the law enforcement agency's incident report.

5) If the prisoner is taken into custody prior to the deputy leaving that jurisdiction, the deputy will ensure the reporting requirements are satisfied and transporting arrangements completed, if applicable. [CFA: 21.06M (C)]

H. Receiving Facilities: Deputies transporting prisoners to a receiving facility, court, or other agency will follow the procedures established by the receiving facility. The following are minimum procedures that will apply at any receiving facility: [CFA: 21.08M]

1. Deputies will not enter a secure holding area, or receiving area, with any weapon or ammunition. If the receiving facility does not have a means to secure weapons, they are to be secured in the deputy's vehicle. [CFA: 21.08M (A)]

2. Upon delivering a detainee to the detention center, the receiving detention deputy will determine when restraints will be removed. [CFA: 21.08M (B)]

3. The transporting deputy is responsible for ensuring that the prisoner transfer paperwork is properly exchanged and (when applicable) for obtaining the signature of the receiving deputy. [CFA: 21.08M (C, D)]

4. The deputy will advise the receiving personnel of any potential medical issues or security hazards associated with the detainee. [CFA: 21.08M (E)]

APPROVED:



Peyton C. Grinnell
Sheriff of Lake County

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

DATE:
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 41422
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: 04/16/2026

MEETING DATE: 6/9/2026

ITEM TYPE: Consent Item

ITEM ID: 42879

TO: Jennifer Barker, County Manager

THRU: Maria AbdoulKarim, Office of Housing & Community Services Director

BY: Amy Elliott, Associate Director of Housing and Community Services

SUBJECT: Substantial Amendment to Community Development Block Grant Fiscal Year 2023-2024 Annual Action Plan

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of a Substantial Amendment of the Community Development Block Grant (CDBG) Fiscal Year 2023-2024 Annual Action Plan; and
2. To authorize the Office of Housing and Community Services Director to execute any documents required by the U.S. Department of Housing and Urban Development; and
3. Of a corresponding authorization Resolution related to the Substantial Amendment for Fiscal Year 2023-2024 Action Plan; and
4. Of a budget transfer in the amount of $229,752 reallocating CDBG funds from Community Projects to CDBG Capital Projects.

The fiscal impact is $229,752 (expenditure - grant funded).

BACKGROUND SUMMARY: On August 8, 2023, the Board of County Commissioners (Board) approved the Community Development Block Grant (CDBG) FY 2023-2024 Annual Action Plan. This Substantial Amendment to the CDBG FY 2023-2024 Annual Action Plan outlines the proposed new allocations for this funding. A draft of the Substantial Amendment was on display from April 20, 2026, to May 20, 2026. A public hearing was held on May 6, 2026, and no comments were received.

Unspent funding from the Astor Community Association project in the amount of $7,500, the Eustis Housing Authority project in the amount of $214,000 and the LifeStream Hope House project in the amount of $8,252 will be reallocated to the Butler Street Boat Ramp project in the amount of $229,752.

Fiscal Impact: $229,752 (expense — grant funded)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount

CDBG Fund	1200	2082210	860630	40043	$229,752

Advertised Date: April 19, 2026

Paper: The Daily Commercial

Attachments:

1.	Resolution
2.	2023-2024 AAP_Sub Amend 05.2026
3.	BUA Agenda Item 42879

STAFF APPROVALS AND DATES:

Amy Elliott	Created/Initiated - 04/16/2026
Leslie Kivi	Approved - 04/16/2026
Maria AbdoulKarim	Approved - 05/11/2026
Mariellie Alvarez	Approved - 05/15/2026
Miranda Lanoue	Approved - 05/19/2026
Karen Maxwell	Approved - 05/19/2026
Cari Christian	Approved - 05/19/2026
Alexis Clark	Approved - 05/20/2026
Ron Falanga	Approved - 05/20/2026
Kandace Pourbaix	Approved - 05/20/2026
Miranda Lanoue	Approved - 05/20/2026
Jaime Stewart	Approved - 05/21/2026
Melanie Marsh	Approved - 05/27/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

ACTION TAKEN BY BOARD:

Continued/Deferred Until:

Action: New

Other:

RESOLUTION NO. 2026 -_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LAKE COUNTY, FLORIDA, APPROVING A SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR (FY) 2023-2024 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the elimination or prevention of slums or urban blight, or activities which will benefit low and moderate-income persons or other urgent community development needs; and

WHEREAS, the U.S. Department of Housing and Urban Development has identified Lake County, Florida as an entitlement grantee, and Lake County elected to accept its status as an entitlement grantee and therefore took the required steps in order to receive the CDBG FY 2023-2024 funding; and

WHEREAS, to expedite and implement several activities in a timely manner as a substantial amendment is required to make certain adjustments to the funding of several existing projects; and

WHEREAS, the Office of Housing and Community Services held a public hearing on the Substantial Amendment on May 6, 2026; and

WHEREAS, the Office of Housing and Community Services prepared and made available for public review for a thirty (30) day period a draft of the Substantial Amendment; and

WHEREAS, Lake County is required to submit the Substantial Amendment to the CDBG FY 2023-24 Action Plan to the U.S. Department of Housing and Urban Development; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County as follows:

Section 1. Recitals. The above 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. Approval. The Board of County Commissioners of Lake County, Florida hereby approves the attached Substantial Amendment to the CDBG FY 2023-2024 Annual Action Plan.

Section 3. Acknowledgment. That it is cognizant of the conditions that are imposed in the undertaking and carrying out of community development activities with federal financial assistance, including those relating to the relocation of site occupants and, the prohibition of

discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and other assurances as set forth under the certifications.

Section 4. Authorization. Maria AbdoulKarim, Director of the Office of Housing and Community Services, or her designee is authorized to sign the Substantial Amendment to the County's CDBG FY 2023-2024 Annual Action Plan, application, certifications, assurances, reimbursement invoices, warranties, agreements, and any other required documents, and purchase equipment, and expend grant funds pursuant to a grant award after acceptance of the grant by Board of County Commissioners. 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 relating to the Substantial Amendment to the County's CDBG FY 2023-2024 Annual Action Plan.

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 shall take effect upon its adoption.

PASSED AND ADOPTED this_____day of_____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

ATTEST:

_____
Leslie Campione, Chairman

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

Approved as to form and legality:

_____
Melanie Marsh, County Attorney



Lake County 2023-2024

Annual Action Plan

Community Development Block Grant (CDBG)

HOME Investment Partnerships Program (HOME)

Lake County Office of Housing and Community Services

2008 Classique Lane, P.O. Box 7800

Tavares, FL 32778

OMB Control No: 2506-0117 (exp. 09/30/2021)

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May 2026 Amendment reallocates excess funds from the Astor Community Association project ($7,500), Eustis Housing Authority Rehabilitation ($214,000) and Hope House ($8,251.94) to the Butler Street Boat Ramp project.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Lake County, Florida 2023 Annual Action Plan ("Plan") is mandated by federal law and regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) for the County to receive federal funding for affordable housing and community development initiatives benefitting primarily low- and moderate-income persons. The Plan must be prepared and submitted to HUD on an annual basis and refer to the Five-Year Consolidated Plan. This plan covers FY 2023 and describes the selected projects to be funded with Community Development Block Grant (CDBG) and HOME Partnership Program (HOME) funds.

This is the third year that Lake County qualified as a HOME grantee. The Five-Year Plan was updated in 2021 to reflect the use of HOME funding.

The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low- and moderate-income levels. Funds can be used for a wide array of activities, including housing rehabilitation, homeownership assistance, lead-based paint detection and removal, construction or rehabilitation of public facilities and infrastructure, removal of architectural barriers, public services, rehabilitation of commercial or industrial buildings, and loans or grants to businesses. The primary objective of the HOME program is to construct, rehabilitate and otherwise increase access and availability of affordable housing for low- and moderate-income residents.

For 2023, Lake County expects to receive $1,528,031 in CDBG funds and $668,478 in HOME funding. Lake County's 2023-2024 Annual Action Plan covers the period October 1, 2023-September 30, 2024.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

Objectives. The Consolidated Plan three overarching objectives guiding proposed activities are:

- Providing Decent Affordable Housing
- Creating Suitable Living Environments

- Creating Economic Opportunities

Goals. All activities funded will support at least one objective and one outcome. The County's framework for realizing the objectives and outcomes include the following goals:

- Provide Decent, Affordable Housing
- Provide a Suitable Living Environment
- Increase Homeownership

Anticipated Outcomes. Outcomes or accomplishments show how programs and activities benefit low- and moderate- income areas of a community or the people served. The three outcomes anticipated are:

- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The following evaluation of past performance is from the Program Year 2021 (October 1, 2021 – September 30, 2022) Consolidated Annual Performance and Evaluation (CAPER) report.

During FY 2021, Lake County addressed the following priorities and specific objectives from its Five-Year Consolidated Plan:

- Life Stream: Hope House provided services to assist individuals and families that are homeless or at-risk of homelessness.
- The Forward Paths Youth Transitional Housing for homeless youth in Eustis was completed to provide availability/accessibility to decent affordable housing.
- The Leesburg Teen Enrichment Center was improved by reconstructing a building to add an additional to house the Teen center to provide education and recreation opportunities for low income youth.
- Provided improved health care access to 407 persons via community healthcare workers. The table above indicates households, but these were persons assisted.
- The Wooton Wonderland project in the City of Tavares was bid and awarded, and construction is underway.
- The Astor Library, a multi-year public facility improvement project is underway.

Lake County received CARES Act funding for the prevention of, preparation for and response to coronavirus. Lake County allocated CARES Act funds to the following activities:

- Providing emergency payments for rental, mortgage, and utility assistance to low-to-moderate income households. Rent and mortgage assistance was provided to approximately 281 people who lost income due to the Covid-19 Pandemic.

- Provide funding for additional emergency shelter staffing due to the increased shelter space needs resulting from social distancing. Sixteen (16) individuals benefitted from the funding.
- Increase outreach and education to underserved populations to provide prevention messaging in socially vulnerable areas, as identified by CDC social vulnerability index maps, of the City.
- PPE for public service providers.
- Food Assistance to households experiencing income loss due to coronavirus.
- Assistance to Leesburg Feeding the Need to expand the distribution center-this project is underway.
- Assistance to the City of Tavares for public facility improvements at the Lake Tech training center. The project was bid and rebid in PY2021, and construction is expected to start in calendar year 2023.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The County's goal for citizen and resident participation is to ensure broad participation of County residents; housing and other service providers; County departments; nonprofit organizations; local economic development groups; and other stakeholders in the planning and implementation of community development and housing programs. The County's Citizen Participation Plan (CPP) supports that goal by providing residents meaningful information about the document's contents, and ways to comment on and participate in the creation of the document. The process for the 2023 Plan was to engage with stakeholder agencies, to hold an initial public meeting, a 30-day display, and a second public meeting.

A public needs meeting was held on May 18, 2023. A second hearing was held July 27, 2023, to review the plan and proposed projects. The Plan was also placed on public display for 30 days for members of the public to review and comment. Notice of these hearings was distributed to a wide range of stakeholders such as housing and service providers serving vulnerable populations including those experiencing homelessness, who are food insecure, and in need of health services and other needs.

Comments received will be incorporated into the final draft plan once public display period is completed.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Comments received will be incorporated into the final draft plan once public display period is completed.

6. Summary of comments or views not accepted and the reasons for not accepting them

Comments received will be incorporated into the final draft plan once public display period is completed.

7. Summary

See above.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	LAKE COUNTY	Office of Housing & Community Services
HOME Administrator	LAKE COUNTY	Office of Housing & Community Services

Table 1 – Responsible Agencies

Narrative (optional)

The lead agency for the Consolidated Plan is the Lake County Office of Housing and Community Services, which administers the federal CDBG and HOME programs and Florida's SHIP Housing program, which is used in conjunction with HOME funds.

Consolidated Plan Public Contact Information

Maria AbdoulKarim, Director
Office of Housing and Community Services
2008 Classique Lane, Tavares, FL 32778
352-742-6540
maria.abdoulkarim@lakecountyfl.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

This section outlines the consultation process utilized in the development of the 2022 Annual Action Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(l))

The Lake County Office of Housing and Community Services (OHCS) administers a Housing Choice Voucher program and emergency rental assistance programs. Coordination with service providers throughout the County is a critical component to ensure housing stability. Lake County is a member of the Continuum of Care, whose clients are often referred to various governmental agencies, health and mental health services, food assistance, and many other types of service providers.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The OHCS works in collaboration with the Mid Florida Homeless Coalition (MFHC) to ensure that all federal and State funds available for homelessness are used to address highest priority needs of the chronically homeless, homeless families, children aging out of foster care, homeless veterans and domestic violence victims who become homeless. Residents in need of assistance can call 2-1-1 for information and referrals to services.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

The OHCS and MFHC work collaboratively to ensure that all federal and State funds available for homelessness are used to address highest priority needs of the chronically homeless. The MFHC is charged with the responsibility of preparing the County's homeless strategy and the Lead agency for the continuum of care. The members of the MFHC meet monthly to discuss and strategize with each member and all the other social service agencies in the region.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	LifeStream Behavioral Center
	Agency/Group/Organization Type	Services - Housing Services - Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency participated in ongoing consultation throughout the program year, as well as in various public meetings.
2	**Agency/Group/Organization**	FL-520 Mid Florida Homeless Coalition
	Agency/Group/Organization Type	Services - Housing Services - Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The OHCS continuously communicates and coordinates with MFHC to implement the County's homeless strategy. OHCS utilized recent reports on homelessness to inform priorities and goals for the 2023 program year.
3	**Agency/Group/Organization**	Eustis Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Eustis Housing Authority requested funds to improve public housing in the City. In addition, EHA participated in consultations during the preparation of the County's HOME-ARP plan, which provided insight into the needs of the City's public housing stock.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

County broadband providers did not participate in stakeholder or needs meetings. The County instead consulted PolicyMap data for available broadband providers, availability of coverage and estimates of households with subscriptions to broadband service. This data was used in the development of the five-year Consolidated Plan. No update was prepared for the 2023 AAP.

The County Department of Public Safety did not participate in stakeholder or needs meetings during the annual planning process; however, the County's public safety plan was used in the development of the five-year Consolidated Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Lake County Coalition for the Homeless	Strategic Planning & Performance Planning
2020-2024 Consolidated Plan	Lake County	The 2022 AP is in alignment with the Consolidated Plan.
Lake County Roadmap to Address Homelessness	Florida Housing Coalition	The Roadmap was used to identify homeless priorities and strategies.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The County's goal for citizen and resident participation is to ensure broad participation of County residents; housing and other service providers; County departments; nonprofit organizations; local economic development groups; and other stakeholders in the planning and implementation of community development and housing programs. The County's Citizen Participation Plan (CPP) supports that goal by providing residents meaningful information about the document's contents, and ways to comment on and participate in the creation of the document. The process for the 2023 Plan was to engage with stakeholder agencies, to hold an initial public meeting, a 30-day display, and a second public meeting.

A public needs meeting was held on May 18, 2023. A second hearing was held July 27, 2023, to review the plan and proposed projects. The Plan was also placed on public display for 30 days for members of the public to review and comment. Notice of these hearings was distributed to a wide range of stakeholders such as housing and service providers serving vulnerable populations including those experiencing homelessness, who are food insecure, and in need of health services and other needs.

Comments received will be incorporated into the final draft plan once the public display period is completed.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	There were no comments received	There were no comments received	There were no comments received	
2	Public Meeting	Non-targeted/broad community	No attendees.	There were no comments received	There were no comments received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	Non-targeted/broad community	There were no comments received	There were no comments received	There were no comments received	
4	Public Display-Web Posting	Non-targeted/broad community	No comments received	No comments received	No comments received	
5	Public Hearing	Non-targeted/broad community	No attendees	No comments received	No comments received	
6	Public Hearing	Non-targeted/broad community	No attendees	No comments received	No comments received	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,528,031	0	0	1,528,031	1,500,000	The expected amount remaining is one additional year of funding.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	668,478	0	0	668,478	650,000	The expected amount remaining is one additional year of funding.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

The County does not require all sub-recipients to provide matching funds. However, sub-recipients typically have additional funding sources and fund-raising activities that allows their agencies and organizations to effectively leverage federal funds awarded. In addition to CDBG funds, the County also has SHIP funds from the state of Florida that will be used in the development and rehabilitation of affordable housing.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

For 2023, the County will continue funding for the Astor Library as part of a multi-year project. The land is located in a County park and the new facility will be situated in the park. In addition, the County-owned Discovery Gardens will be the site of a 2023-funded project.

In the rare instances in which the County acquires parcels adequate in size and location for development, a process has been established to evaluate the suitability for improvement. If the acquired property does not meet the County's need it shall initially be offered to the municipalities, non-profit developers and finally offered to the public as surplus land.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Infrastructure and Public Facilities	2020	2024	Non-Housing Community Development		Improve Public Infrastructure and Facilities	CDBG: $877,669.95	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2319 Persons Assisted
2	Provide public services including homelessness	2020	2024	Homeless Non-Housing Community Development		Provide Public Services	CDBG: $180,323.05	Public service activities other than Low/Moderate Income Housing Benefit: 98 Persons Assisted
3	Planning and Administration	2020	2024	Administration		Planning and Administration	CDBG: $305,606 HOME: $66,847	Other: 2 Other
4	Improve and Increase supply of affordable housing	2020	2024	Affordable Housing		Increase Supply and Access to and Quality of Affordable Housing	CDBG: $164,432 HOME: $601,630	Rental units rehabilitated: 60 Household Housing Unit Rental units constructed: 3 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Improve Infrastructure and Public Facilities
	Goal Description	Improvements to infrastructure and public facilities that serve low- and moderate-income clientele and/or are located in low- and moderate-income areas.
2	**Goal Name**	Provide public services including homelessness
	Goal Description	Provision of public services to low- and moderate-income clientele including persons experiencing homelessness by providing services and facilities to address these needs
3	**Goal Name**	Planning and Administration
	Goal Description	Administration and planning conducted to operate the CDBG program successfully.
4	**Goal Name**	Improve and Increase supply of affordable housing
	Goal Description	Creation/preservation of affordable housing through rehabilitation and new construction and homeownership opportunities.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following projects will be funded with CDBG and HOME funds in FY2023.

Projects

#	Project Name
1	2023 HOPE House Shelter-Reduced
2	2023 YMCA Middle School Program
3	2023 Public Facilities-Increased
4	2023 City of Leesburg Mispah Simmons
5	2023 CDBG Program Administration
6	2023 HOME Program Administration
7	2023 HOME CHDO
8	2023 HOME Affordable Housing Development
9	2023 Public Housing Modernization-Eustis Housing Authority-Canceled

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Not all of the housing and community development needs identified in the County can be addressed over the next year, due primarily to the limited resources available. Therefore, the County has established priorities to ensure that scarce funds are directed to the most pressing needs. Review of each project application for funding includes a review of a project's eligibility under 24 CFR 570.201 and appropriateness of the service area and its ability to meet a National Objective as defined at 24 CFR 570.208. If a project meets these threshold criteria, further evaluation of the project's readiness to proceed, availability of other funding, timeline for completion and how well the project meets the County's needs and goals identified in the Consolidated Plan, Comprehensive Plan, and Housing strategy is completed. While every effort is made to award funds to all Urban County Partners, HUD timeliness standards encourage awarding funds to projects that are ready to proceed and can be completed in a timely manner.

The selection of non-housing community development priorities within income-eligible areas reflects the County's desire to create appreciable and lasting living environment improvements. To overcome obstacles in addressing underserved needs, the County will continue to support and partner with local service providers to meet the needs of the community given the limited resources.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	2023 HOPE House Shelter
	Target Area	Countywide
	Goals Supported	Provide public services including homelessness
	Needs Addressed	Provide Public Services
	Funding	CDBG: $116,998.05-Reduced
	Description	Hope House serves 8 men in a limited -time shelter and provides case management, counseling and behavioral health assessments, vocational training, and other services. Funds support staff that also provide services to the Open Door walk-in facility
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	8 individual men experiencing homelessness for Permanent Supportive Housing and 490 homeless persons who access Open Door services.
	Location Description	Lake County wide
	Planned Activities	Hope House serves 8 men in a limited -time shelter and provides case management, counseling and behavioral health assessments, vocational training, and other services. Funds support staff that also provide services to the Open Door walk-in facility. Matrix Code 03T
2	**Project Name**	2023 YMCA Middle School Program
	Target Area	Countywide
	Goals Supported	Provide public services including homelessness
	Needs Addressed	Provide Public Services
	Funding	CDBG: $63,325

	Description	YMCA of Central Florida will focus on providing a fully subsidized after school program located on campus at Gray, Mount Dora and Tavares and Umatilla Middle School. The goal of the afterschool program is for student grades and attendance to improve, and to give a hopeful, brighter future to students as a result of the after-school experience. Students spend their afternoons reinforcing critical academic content, developing healthy lifestyles, exploring careers, and discovering how to be productive citizens through service learning.
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	50 children
	Location Description	Gray, Mount Dora, Tavares, and Umatilla middle schools.
	Planned Activities	Youth programs Matrix Code 05D
3	**Project Name**	2023 Public Facilities-Increased
	Target Area	Countywide
	Goals Supported	Improve Infrastructure and Public Facilities
	Needs Addressed	Improve Public Infrastructure and Facilities
	Funding	CDBG: $877,669.95
	Description	Improvements to public facilities such as community centers and public libraries. Improvements also include ADA accessibility improvements at publicly owned facilities.
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	13,018 individuals
	Location Description	Improvements county wide; Astor, Okahumpka

	Planned Activities	Public/Neighborhood facilities Matrix Codes 03E, 03F Astor Community Association $32,500.00-Reduced Astor Library $328,108 Lake County Facilities Dept. $229,751.94-Increased Okahumpka Community Club $287,310
4	**Project Name**	2023 City of Leesburg Mispah Simmons
	Target Area	N/A
	Goals Supported	Improve and Increase supply of affordable housing
	Needs Addressed	Increase Supply and Access to and Quality of Affordable Housing
	Funding	CDBG: $164,432
	Description	Fence replacement and parking improvements at Mispah Simmons Apartments
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	8 low income households will benefit from the proposed activity.
	Location Description	City of Leesburg
	Planned Activities	Rehab of rental units Matrix Code 14B
5	**Project Name**	2023 CDBG Program Administration
	Target Area	N/A
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: $305,606
	Description	Administration of federal CDBG programs.
	Target Date	9/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	N/A Admin
	Location Description	Countywide
	Planned Activities	General Program Admin Matrix Code 21A
6	**Project Name**	2023 HOME Program Administration
	Target Area	N/A
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: $66,847
	Description	HOME Program Administration
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A Admin
	Location Description	Countywide
	Planned Activities	HOME Program Administration
7	**Project Name**	2023 HOME CHDO
	Target Area	Undetermined
	Goals Supported	Improve and Increase supply of affordable housing
	Needs Addressed	Increase Supply and Access to and Quality of Affordable Housing
	Funding	HOME: $100,272
	Description	A minimum 15% of the County's allocation is reserved for CHDO eligible projects. A project has yet to be determined.
	Target Date	9/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	Approximately one household will benefit from 2023 HOME CHDO funds.
	Location Description	undetermined
	Planned Activities	CHDO Set-aside activities; it is expected the funds will be utilized for the creation of affordable rental units, but no CHDO project has been identified.
8	**Project Name**	2023 HOME Affordable Housing Development
	Target Area	Undetermined
	Goals Supported	Improve and Increase supply of affordable housing
	Needs Addressed	Increase Supply and Access to and Quality of Affordable Housing
	Funding	HOME: $501,359
	Description	Funds for the development of affordable rental units
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 3 units will be created with 2023 HOME funds.
	Location Description	Undetermined
	Planned Activities	Affordable rental development
9	**Project Name**	2023 Public Housing Modernization-Eustis Housing Authority-CANCELED
	Target Area	
	Goals Supported	Improve and Increase supply of affordable housing
	Needs Addressed	Increase Supply and Access to and Quality of Affordable Housing
	Funding	CDBG: $0
	Description	Improvements to public housing units owned by the Eustis Housing Authority
	Target Date	9/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City of Eustis
	Planned Activities	Public Housing Modernization Matrix Code 14C

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

There are no geographic target areas identified; funds will be invested throughout the Urban County.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not all of the housing and community development needs identified in this plan can be addressed over the next year, due primarily to the limited resources available. Therefore, the County has established priorities to ensure that scarce funds are directed to the most pressing needs. The selection of non-housing community development priorities within income-eligible areas reflects the County's desire to create appreciable and lasting living environment improvements. The county has not targeted geographic areas; therefore, the table above is blank.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The following tables represent the number of persons that are expected to benefit from CDBG funding and new units expected to be constructed using HOME funding.

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	71
Special-Needs	
Total	71

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	3
Rehab of Existing Units	68
Acquisition of Existing Units	
Total	71

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

It is expected that the County's 2023 HOME allocation will be used for the creation of three affordable rental units. CDBG funds will be used to improve 68 low income housing units.

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing.

There are no public housing units in the Urban County.

Actions to encourage public housing residents to become more involved in management and participate in homeownership.

There are no public housing units in the Urban County.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance.

Not applicable.

Discussion

The County does not own or manage public housing units. The Eustis Housing Authority, located in the City of Eustis indicated a need for improvements to the laundry facilities in their public housing development, which the County will support with CDBG funding.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The CoC continues to recruit nonprofit, and faith-based organizations, healthcare agencies and appropriate government agencies into the CoC network of service providers. The CoC utilized a Coordinated Entry process to access the needs of persons who are experiencing homelessness or who are at risk of homelessness. The United Way of Lake County operates 2-1-1, which is a free hotline that operate 24/7/365 and provides confidential support for persons to find the health and human service program that are needed. For example, callers can learn about:

- **Basic human needs services**: food banks, shelters, clothing, financial aid, and utility assistance
- **Physical and mental health services:** healthcare, Medicaid, Medicare, prenatal care, children's health insurance, crisis intervention, support groups, counseling, drug and alcohol treatment, intervention/rehabilitation
- **Older Adult Services:** adult day care, Meals on Wheels, respite care, home health care, transportation, nutrition, senior centers
- **Employment and Income Services:** support, job training, job search, education, public assistance
- **Children, Youth and Family Childcare Services**: after-school programs, family resource centers, camps/recreation programs, mentoring, tutoring, protective services
- **Volunteering:** opportunities to volunteer and to donate
- **Community/Government:** times, locations of city council meetings; information about community events; how to contact government offices and officials.
- **Events/Occurrences:** updates about emergency situations (ex. power outages and community-wide issues)

The CoC and various service agencies also participate in the annual Point in Time Count and will assess the needs of sheltered and unsheltered persons during that time.

Additionally, agencies such as the Mid-Florida Homeless Coalition, which covers four counties including Lake, keeps an updated by-name list to maintain contact with and reach out to persons in need.

Addressing the emergency shelter and transitional housing needs of homeless persons

The number of Lake County residents that meet the definition of homeless under 24 CFR 91.5 was derived from *The Lake County Roadmap to Address Homelessness.* Lake County has a significant unsheltered adult population. Unsheltered homelessness means that people are sleeping in places not

meant for human habitation (e.g., in encampments or cars). Out of a total of 139 single adult households, 100 households are unsheltered. In contrast, 92% of families with children are in emergency shelter or transitional housing. Eighty-four percent of households experiencing homelessness are adults without children. Families with children comprise only 16% of the total households experiencing homelessness. The 2022 Point in Time identified 141 sheltered homeless individuals in Lake County.

The Roadmap also identified shelter and street outreach services as unmet needs in Lake County. While the County utilizes CARES Act resources for outreach, there is still a need for additional resources to assist in connecting unsheltered populations with immediate housing and other services. Stakeholders interviewed during the development of the Lake County Roadmap report indicated insufficient shelter resources for people experiencing homelessness, and this was reiterated during consultations. Shelter providers also indicated that many facilities (shelters) are not equipped to assist someone with SMI and consumers don't commit to level of care that they need in an inpatient facility. Overall, there is insufficient housing for populations with mental health/substance misuse and other disabling conditions. Affordable inventory is low in general, but supportive housing and housing with supervision is needed for these populations.

While there are several agencies that strive to meet the needs of persons experiencing homelessness, there is a lack of funding and resources to fully meet the needs of the community. The Hope House Open Door provides shelter resources and will receive 2023 CDBG funds.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CoC models their strategy after Home Together, the federal strategic plan to prevent and end homelessness. The Mid Florida Homeless Coalition homeless service system effectively provides services, support, and housing to all sub-populations within Citrus, Hernando, Lake, and Sumter's homeless community. The primary focus is on moving individuals and families out of homelessness. The ultimate goal of the CoC is to create a homeless service system that achieves reduction in new instances of, length of, and returns to homelessness and meets the varying needs of homeless sub-populations such as unaccompanied youth, veterans, and families with children.

The CoC implements best practices outlined in the Federal Strategic Plan to Prevent and End Homelessness, such as the Rapid Rehousing Program (RRH). The RRH program is an effective tool which allows the CoC to help persons experiencing homelessness make the transition to permanent housing. The CoC is actively working on improving the RRH program by utilizing data and determining

strategies to better rehouse families with children within 30 days. The CoC also has a goal to reduce the length of time persons remain homeless. This will allow the CoC to ensure homelessness is rare, brief, and non-recurring for all populations.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Lake County Roadmap prepared by the Florida Housing Coalition indicated that homelessness prevention assistance was readily available within the county. The United Way currently administers prevention funding from a variety of sources. Prevention assistance is currently funded in the county through private grants, TANF, ESG, ERA, and SHIP. Though prevention resources are available, the Roadmap indicated that diversion is not currently widely implemented in Lake County, but could be an effective strategy in Lake County, particularly given the insufficient affordable housing inventory. Providing stabilization services, landlord mediation, and/or financial assistance are needed in order to effectively implement a prevention strategy in the County.

Consultations reported that accessibility to services is a challenge. While many consumers are difficult to engage, location of services and transportation options to get to services make access to the services difficult. Location is everything and coupling together resources/uses in a way that is smart, safe, and conducive to recovery is ideal. Services for households being placed in housing are a need, but they are critical to housing stability and preventing returns to homelessness.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

To assist in reducing barriers to affordable housing, the County has implemented various programs targeted towards low- and moderate-income households. For example, the County funds and promotes homeownership opportunities, housing rehabilitation to bring units up to code, and reduced lead-paint hazards. These programs also assisted in eliminating barriers to affordable housing by providing economic opportunities and minimizing overall household expenses.

Additionally, the County continues to provide technical assistance to several local non-profit developers to become certified as a Community Based Development Organization (CBDO) such that CDBG funds could be used to in new affordable housing construction projects. The County, as a new HOME recipient, will also be working with local agencies to achieve the Community Housing Development Organization (CHDO) designation.

Lastly, the County will be working toward implementation of the action items described in the Analysis of Impediments to Fair Housing (AI). The AI identified a lack of affordable rental units and proposed the creation of a Community Land Trust, to develop an action plan for affordable housing in Opportunity Zones and eliminate the collection of impact fees for Accessory Dwelling Units.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

There are various elements that produce obstacles to meeting needs within the community. Addressing all housing, homeless, and community development needs is an impossible task due to restricted funding. However, the County utilizes all possible resources and continues to seek leveraging sources to meet as many underserved needs as possible. The current housing market and economic environment also serve as barriers to meeting needs. The lack of high wage jobs adds to the number of families and individuals needing access to services, and many times the capacity to fund and implement existing or additional programs is limited. The County and its Urban County Partners will continue to utilize CDBG funds to the fullest extent possible to assist in meeting underserved needs. Leveraging efforts with public and private funding agencies will also be made to supplement federal funds and increase the resources available to address community needs.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to meeting underserved needs is inadequate resources. The jurisdiction receives Supportive Housing Program funds, Federal Emergency Management Agency (FEMA) funds and financial resources from the Florida State Department of Children and Families to assist Lake County residents with rent and utility assistance. These funding sources can only address a small portion of the homeless and affordable housing needs in the County.

The Lake County Board of Commissioners has dedicated ARPA resources for the development of affordable housing to address some of these issues.

Lake County work with Lake County Community Action, United Way of Lake & Sumter Counties, Salvation Army of Lake & Sumter County and Mid Florida Homeless Coalition through the Continuum of Care (CoC) to understand and provide assistance to the growing homeless population. Extensive HUD programmatic grant requirements do not always coincide with determined local needs and or agency capacity to implement. The continued effects of the pandemic further exacerbate the issues as the demand for housing assistance significantly exceeds the supply.

However, Lake County continues to work with agencies to build support and advocacy for needy populations and areas that are underserved. The County will continue to focus the funding efforts on populations and areas of high need.

Actions planned to foster and maintain affordable housing

Lake County's relationships with housing non-profits and developers are strengthening with HUD's decision to provide the County with HOME funds. Collaborations on future affordable housing opportunities is beginning to show rewards. Also, the County utilizes SHIP funds to assist in the

development of new affordable housing and to rehabilitate existing homeowner housing for low- and moderate-income households. The County provides technical assistance to two local groups to become designated Community Based Development Organizations (CBDO) to develop affordable housing and as a step in becoming a CHDO, which is important to Lake County's new status as a HOME entitlement grantee in 2021. As mentioned previously, the Lake County Board of Commissioners has allocated HOME-ARP and ARPA resources for the development of affordable housing.

Actions planned to reduce lead-based paint hazards

Lake County consults with the Lake County Health Department to review lead data, educate the public and mitigate housing units in which lead has been found. All children eligible for Medicaid and All Kids insurance are required to have a blood lead test beginning at six months of age, even if they live in a low-risk ZIP code. If a child's blood test reveals high lead blood levels, then the case is referred to the Childhood Lead Poisoning Prevention Program. Staff will follow state and program guidelines to conduct lead investigations for referred children. If the home that the child lives in was built in 1978 or prior, an inspector certified in lead paint assessment completes the testing for the presence of lead and provides the homeowner with the EPA Lead Awareness brochure. To date, none of the housing projects in Lake County have tested positive for lead.

Actions planned to reduce the number of poverty-level families

Poverty is a function of income, which is related to education, job training and employment. The County has developed several approaches to addressing poverty issues, focusing on employment opportunities and job training, as well as youth development. In PY 2023 CDBG funds have been allocated to programs and facilities that support youth development and infrastructure improvements and affordable housing initiatives.

The County continues to support homelessness prevention activities, to preserve and improve affordable housing options, and to support case management services needed at shelter operations. Additionally, there are many organizations and agencies that are part of the institutional delivery system that provide emergency food assistance, emergency financial assistance, legal assistance for evictions and foreclosures, rental and utility deposit assistance, workforce development activities including building hard and soft skills, retraining programs for persons with disabilities, utility assistance, homelessness prevention services, healthcare and outreach services for veterans and case management, emergency sheltering and substance abuse treatment programs.

Actions planned to develop institutional structure

Lake County coordinates with various public, private, and non-profit agencies in carrying out its activities. Collaboration between local, county, and state agencies is important in successfully carrying out the goals and objectives identified in the Consolidated Plan and addressing community needs. It is

essential that the County and Urban Partners foster and maintain partnerships with other public and private agencies for the successful delivery of its housing and community development programs.

Private entities can effectively support the delivery of programs and services by offering additional resources that can be leveraged to supplement existing services or fill in gaps. Lake County and the Urban County Partner cities continue to seek additional funding sources for housing and community development activities when possible.

Lake County's housing and community development activities are carried out through a combination of public, private, and non-profit organizations, many of which participate in the citizen participation process.

Actions planned to enhance coordination between public and private housing and social service agencies

Several steps are taken to ensure coordination between public and private housing and social service agencies during the program year. Each of these steps will help facilitate information exchange among the County, cities, and those providing public services. A technical assistance workshop is held at the beginning of each grant year to educate the County's Urban County Partners on the grant funds, application process, eligible uses, and additional requirements when utilizing these funds and long-term conditions on their use.

Additionally, the County's Human Services grant program collaborates and coordinates with Housing and Community Development to identify the self-sufficiency areas most in need so that public funds can be targeted by the County's non-profits to assist those most in need.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

There are no other forms of investment planned.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Lake County's Recapture Policy is attached in the Unique Appendix.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired

with HOME funds. See 24 CFR 92.254(a)(4) are as follows:

Lake County's Recapture Policy is attached in the Unique Appendix.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The County will not use HOME funds to refinance existing debt secured by multifamily housing previously funded with HOME funds as there was no previous HOME funding to invest. It's expected that the funds will be used for rental construction.

Lake County will not use 2023 funds to undertake the development of a new homebuyer assistance or owner-occupied single-family housing rehabilitation program. Should the County decide to fund homeownership programs, they will abide by affordable homeownership limits for the area provided by HUD, but the County does not expect to use HOME funds for this purpose presently.

The County issues RFPs for affordable housing development annually. Information may be obtained by visiting the County's website or contacting the Office of Housing and Community Services.

Lake County does not have a Neighborhood Revitalization Strategy Plan and currently does not identify geographic target areas.

Budget Adjustment

Agenda Item #: **42879**

Line	Org	Object	Project	Account Description	Increase	Decrease
1	2082250	880820	20068	Aids - Private Orgs		7,500.00
2	2082250	880820	20070	Aids - Private Orgs		214,000.00
3	2082250	880820	20304	Aids - Private Orgs		8,252.00
4	2082210	860630	40043	Improvements Other Than Buildings	229,752.00	
					229,752.00	**229,752.00**

Description:

Budget transfer to reallocate funds from the Astor Community Association, Eustis Housing Authority, and Lifestream Hope House to the Butler Street Boat Ramp.

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

DATE: 04/16/2026

MEETING DATE: 6/9/2026

ITEM TYPE: Consent Item

ITEM ID: 42915

TO: Jennifer Barker, County Manager

THRU: Maria AbdoulKarim, Office of Housing & Community Services Director

BY: Amy Elliott, Associate Director of Housing and Community Services

SUBJECT: Substantial Amendment to Community Development Block Grant Fiscal Year 2024-2025 Annual Action Plan

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of a Substantial Amendment of the Community Development Block Grant (CDBG) Fiscal Year 2024-2025 Annual Action Plan; and
2. To authorize the Office of Housing and Community Services Director to execute any documents required by the U.S. Department of Housing and Urban Development; and
3. Of a corresponding authorizing Resolution that adopts the Substantial Amendment to the CDBG Fiscal Year 2024-2025 Action Plan; and
4. Of a budget transfer in the amount of $346,000 reallocating CDBG funds from CDBG Capital Projects and Community Projects to CDBG Capital Projects.

The fiscal impact is $391,300 (expenditure - grant funded).

BACKGROUND SUMMARY: On July 23, 2024, the Board of County Commissioners (Board) approved the Community Development Block Grant (CDBG) FY 2024-2025 Annual Action Plan. This Substantial Amendment to the CDBG FY 2024-2025 Annual Action Plan outlines the proposed new allocations for this funding. A draft of the Substantial Amendment was on display from April 20, 2026, to May 20, 2026. A public hearing was held on May 6, 2026, and no comments were received.

Unspent funding from the Lake County Roads Astor 1 Project in the amount of $45,300 and the Stuckey Community Center Project in the amount of $346,000 will be reallocated to the Butler Street Boat Ramp and new Lake County Roads Projects in the amount of $129,217 and $262,083, respectively.

Fiscal Impact: $391,300 (expenditure — 100 percent grant funded)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount

CDBG Fund	1200	2082210	860630	40043	$129,217
CDBG Fund	1200	2082210	860670		$262,083

Advertised Date: April 19, 2026

Paper: The Daily Commercial

Attachments:

1.	2024-2025 AAP Substantial Amendment 2 May 2026
2.	Resolution
3.	BUA 42915

STAFF APPROVALS AND DATES:

Amy Elliott	Created/Initiated - 04/16/2026
Leslie Kivi	Approved - 04/16/2026
Maria AbdoulKarim	Approved - 04/27/2026
Mariellie Alvarez	Approved - 05/19/2026
Miranda Lanoue	Approved - 05/20/2026
Karen Maxwell	Approved - 05/20/2026
Cari Christian	Approved - 05/26/2026
Alexis Clark	Approved - 05/27/2026
Ron Falanga	Approved - 05/27/2026
Kandace Pourbaix	Approved - 05/27/2026
Miranda Lanoue	Approved - 05/27/2026
Jaime Stewart	Approved - 05/27/2026
Melanie Marsh	Approved - 05/28/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

ACTION TAKEN BY BOARD:

Continued/Deferred Until:

Action: New

Other:



Lake County 2024-2025

Annual Action Plan

Community Development Block Grant (CDBG)
HOME Investment Partnerships Program
(HOME)

Lake County Office of Housing and Community Services

2008 Classique Lane, P.O. Box 7800

Tavares, FL 32778

April 2025 Amendment cancels the Stuckey Community Center Improvement projects and redirects the funds to rental rehabilitation at New Beginnings ($54,000). The remainder will be reallocated at a future date.

May 2026 Amendment re-directs $346,000 unallocated funds and excess funds from Astor Roads Phase I ($45,299.50) to the existing Butler Street Boat Ramp project ($129,217) and the remaining to County Roads ($262,082.50).

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Lake County, Florida 2024 Annual Action Plan ("Plan") is mandated by federal law and regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) for the County to receive federal funding for affordable housing and community development initiatives benefitting primarily low- and moderate-income persons. The Plan must be prepared and submitted to HUD on an annual basis and refer to the Five-Year Consolidated Plan. This plan covers FY 2024 and describes the selected projects to be funded with Community Development Block Grant (CDBG) and HOME Partnership Program (HOME) funds.

This is the fourth year that Lake County qualified as a HOME grantee. The Five-Year Plan was updated in 2021 to reflect the use of HOME funding.

The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low- and moderate-income levels. Funds can be used for a wide array of activities, including housing rehabilitation, homeownership assistance, lead-based paint detection and removal, construction or rehabilitation of public facilities and infrastructure, removal of architectural barriers, public services, rehabilitation of commercial or industrial buildings, and loans or grants to businesses. The primary objective of the HOME program is to construct, rehabilitate and otherwise increase access and availability of affordable housing for low- and moderate-income residents.

For 2024, Lake County expects to receive $1,900,542 in CDBG funds and $751,926.67 in HOME funding. Lake County's 2024-2025 Annual Action Plan covers the period October 1, 2024-September 30, 2025.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Objectives. The Consolidated Plan three overarching objectives guiding proposed activities are:
- Providing Decent Affordable Housing
- Creating Suitable Living Environments
- Creating Economic Opportunities

Goals. All activities funded will support at least one objective and one outcome. The County's framework for realizing the objectives and outcomes include the following goals:
- Provide Decent, Affordable Housing
- Provide a Suitable Living Environment
- Increase Homeownership

Anticipated Outcomes. Outcomes or accomplishments show how programs and activities benefit low- and moderate- income areas of a community or the people served. The three outcomes anticipated are:
- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The following evaluation of past performance is from the program year 2022 (October 1, 2022-September 30, 2023) Consolidated Annual Performance and Evaluation (CAPER) report. During FY 2022, Lake County addressed the following priorities and specific objectives from its Five-Year Consolidated Plan:

- Life Stream: Hope House Shelter provided services for individuals experiencing homelessness, and those at risk of homelessness.
- Community Healthcare Outreach Worker: Provided improved access to services by assisting high-risk families and families with language barriers in accessing healthcare, financial, and food assistance.
- Wooten Wonderland playground ADA improvements in the City of Tavares.
- Construction began on the Astor Library Project and is currently underway.
- County road resurfacing projects provide improvements to existing roads are underway.

Lake County Received CAREA Act funding for the prevention of, preparation for, and response to

coronavirus. Lake County allocated CARES Act funds and implemented projects during FY 2022, including:

• Food Assistance to provide a steady supply of nutritious food for those in need.
• Rent and mortgage assistance to help 47 households that lost income during COVID.
• Personal Protective Equipment (PPE) was provided to the County's public services workers.

Additional CDBG and CDBG-CV funds were used for planning and administration purposes as well.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The County's goal for citizen and resident participation is to ensure broad participation of County residents; housing and other service providers; County departments; nonprofit organizations; local economic development groups; and other stakeholders in the planning and implementation of community development and housing programs. The County's Citizen Participation Plan (CPP) supports that goal by providing residents meaningful information about the document's contents, and ways to comment on and participate in the creation of the document. The process for the 2024 Plan was to engage with stakeholder agencies, to hold an initial public meeting, a 30-day display, and a second public meeting.

A public needs meeting was held on April 10, 2024. A second hearing was held July July 8, 2024, to review the plan and proposed projects. The Plan was also placed on public display for 30 days for members of the public to review and comment. Notice of these hearings was distributed to a wide range of stakeholders such as housing and service providers serving vulnerable populations including those experiencing homelessness, who are food insecure, and in need of health services and other needs.

There were no comments received during the public hearings, and any comments received during the 30-day public comment period will be included in the submission of the plan to HUD.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

There were no public comments received during the public hearings held or during the 30-day public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments that were not accepted.

7. Summary

See above.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	LAKE COUNTY	
CDBG Administrator	LAKE COUNTY	Office of Housing & Community Services
HOPWA Administrator		
HOME Administrator	LAKE COUNTY	Office of Housing & Community Services
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The lead agency for the Consolidated Plan is the Lake County Office of Housing and Community Services, which administers the federal CDBG and HOME programs and Florida's SHIP Housing program, which is used in conjunction with HOME funds.

Consolidated Plan Public Contact Information

Maria AbdoulKarim, Director
Office of Housing and Community Services
2008 Classique Lane, Tavares, FL 32778
352-742-6540
maria.abdoulkarim@lakecountyfl.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

This section outlines the consultation process utilized in the development of the 2024 Annual Action Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The Lake County Office of Housing and Community Services (OHCS) administers a Housing Choice Voucher program and emergency rental assistance programs. Coordination with service providers throughout the County is a critical component to ensure housing stability. Lake County is a member of the Continuum of Care, whose clients are often referred to various governmental agencies, health and mental health services, food assistance, and many other types of service providers.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The OHCS works in collaboration with the Mid Florida Homeless Coalition (MFHC) to ensure that all federal and State funds available for homelessness are used to address highest priority needs of the chronically homeless, homeless families, children aging out of foster care, homeless veterans and domestic violence victims who become homeless. Residents in need of assistance can call 2-1-1 for information and referrals to services.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The OHCS and MFHC work collaboratively to ensure that all federal and State funds available for homelessness are used to address highest priority needs of the chronically homeless. The MFHC is charged with the responsibility of preparing the County's homeless strategy and the Lead agency for the continuum of care. The members of the MFHC meet monthly to discuss and strategize with each member and all the other social service agencies in the region.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	LifeStream Behavioral Center
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency participated in ongoing consultation throughout the program year.
2	**Agency/Group/Organization**	FL-520 Mid Florida Homeless Coalition
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The OHCS continuously communicates and coordinates with MFHC to implement the County's homeless strategy. OHCS utilized recent reports on homelessness to inform priorities and goals for the 2023 program year.

3	**Agency/Group/Organization**	Eustis Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Eustis Housing Authority participated in consultations during the preparation of the HOME-ARP plan, which provided insight on the needs of the public housing stock.

Identify any Agency Types not consulted and provide rationale for not consulting

County broadband providers did not participate in stakeholder or needs meetings. The County instead consulted PolicyMap data for available broadband providers, availability of coverage and estimates of households with subscriptions to broadband service. This data was used in the development of the five-year Consolidated Plan. No update was prepared for the 2024 AAP.

The County Department of Public Safety did not participate in stakeholder or needs meetings during the annual planning process; however, the County's public safety plan was used in the development of the five-year Consolidated Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Lake County Coalition for the Homeless	Strategic Planning & Performance Planning.
Lake County Roadmap to Address Homelessness	Florida Housing Coalition	This plan was used to identify homeless priorities and strategies.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The County's goal for citizen and resident participation is to ensure broad participation of County residents; housing and other service providers; County departments; nonprofit organizations; local economic development groups; and other stakeholders in the planning and implementation of community development and housing programs. The County's Citizen Participation Plan (CPP) supports that goal by providing residents meaningful information about the document's contents, and ways to comment on and participate in the creation of the document. The process for the 2024 Plan was to engage with stakeholder agencies, to hold an initial public meeting, a 30-day display, and a second public meeting.

A public needs meeting was held on April 10, 2024. A second hearing was held July 8, 2024, to review the plan and proposed projects. The Plan was also placed on public display for 30 days for members of the public to review and comment. Notice of these hearings was distributed to a wide range of stakeholders such as housing and service providers serving vulnerable populations including those experiencing homelessness, who are food insecure, and in need of health services and other needs. There were no comments received during the consultation process.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	There were no comments received	There were no comments received	N/A	
2	Public Hearing	Non-targeted/broad community	There was one attendee present.	There were no comments received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	Non-targeted/broad community	There were no comments received	There were no comments received	N/A	
4	Public Meeting	Non-targeted/broad community	There were no citizens in attendance at the 2nd public hearing held on July 8, 2024.	No comments were received.	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,900,542.00	0.00	0.00	1,900,542.00	0.00	No prior year resources are being allocated to 2024 projects. This is the 5th and final year of the 2020-2024 Consolidated Plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	751,926.67	0.00	0.00	751,926.67	0.00	No prior year resources are being allocated to 2024 projects. This is the 5th and final year of the 2020-2024 Consolidated Plan.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The County does not require all sub-recipients to provide matching funds. However, sub-recipients typically have additional funding sources and fund-raising activities that allows their agencies and organizations to effectively leverage federal funds awarded. In addition to CDBG funds, the County also has SHIP funds from the state of Florida that will be used in the development and rehabilitation of affordable housing. HOME subrecipients and developers will be required to contribute 25% match. Specific HOME projects have not been identified for 2024 in this plan. SHIP funds may be used to meet the HOME matching requirement where funds are used for HOME-eligible affordable housing.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Board of Commissioners donated a parcel of land to the local Habitat for Humanity chapter for a mixed use development that will include approximately 60 affordable housing units.

In the rare instances in which the County acquires parcels adequate in size and location for development, a process has been established to evaluate the suitability for improvement. If the acquired property does not meet the County's need it shall initially be offered to the municipalities, non-profit developers and finally offered to the public as surplus land.

Discussion

Please see above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve and Increase supply of affordable housing	2020	2024	Affordable Housing		Increase Supply and Access To and Quality of Affor	HOME: $676,734.00	Rental units constructed: 1 Household Housing Unit Rental units rehabilitated: 26 Household Housing Unit
2	Improve Infrastructure and Public Facilities	2020	2024	Non-Housing Community Development		Improve Public Infrastructure and Facilities	CDBG: $1,235,353.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7815 Persons Assisted
3	Provide public services including homelessness	2020	2024	Homeless Non-Housing Community Development		Provide Public Services	CDBG: $285,081.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
5	Planning and Administration	2020	2024	Administration		Planning and Administration	CDBG: $380,108.00 HOME: $75,192.67	Other: 2 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Improve and Increase supply of affordable housing
	Goal Description	Creation/preservation of affordable housing through rehabilitation and new construction and homeownership opportunities.
2	**Goal Name**	Improve Infrastructure and Public Facilities
	Goal Description	Improvements to infrastructure and public facilities that serve low- and moderate-income clientele and/or or located in low- and moderate-income areas.
3	**Goal Name**	Provide public services including homelessness
	Goal Description	Provision of public services to low- and moderate-income clientele including persons experiencing homelessness by providing services and facilities to address these needs.
5	**Goal Name**	Planning and Administration
	Goal Description	Administration and planning conducted to operate the CDBG program successfully.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following projects will be funded with CDBG and HOME funds in FY 2024.

Projects

#	Project Name
1	2024 YMCA After School Program
2	2024 HOPE House Shelter
3	2024 Community Health Worker
4	2024 Stuckey Community Center Improvements-Canceled
5	2024 Butler Street Boat Ramp Parking Improvements-Increased
6	2024 Road Improvement- Astor 1-Reduced
7	2024 Coolidge Street Stormwater Improvement
8	2024 CDBG Administration
9	2024 HOME Program Administration
10	2024 Affordable Rental Housing
11	2024 HOME CHDO
12	2024 Public Housing Modernization-Eustis Housing Authority-Canceled

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Limitations on resources requires that projects be prioritized, and not all goals addressed in the strategic plan will be addressed during FY 2024. The County has included projects based upon these priorities to ensure that scarce funds are directed to the most pressing needs. Review of each project application for funding includes a review of a project's eligibility under 24 CFR 570.201 and its ability to meet a National Objective as defined at 24 CFR 570.208. If a project meets these threshold criteria, further evaluation of the project's readiness to proceed, availability of other funding, timeline for completion and how well the project meets the County's needs and goals identified in the Consolidated Plan. While every effort is made to award funds to all interested partner agencies, HUD timeliness standards encourage awarding funds to projects that are ready to proceed and can be completed in a timely manner. The selection of non-housing community development priorities within income-eligible areas reflects the County's desire to create appreciable and lasting living environment improvements. To overcome obstacles in addressing underserved needs, the County will continue to support and partner with local service

providers to meet the needs of the community given the limited resources.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	2024 YMCA After School Program
	Target Area	
	Goals Supported	Provide public services including homelessness
	Needs Addressed	Provide Public Services
	Funding	CDBG: $100,000.00
	Description	Provision of funds to support after school program at 4 Lake County middles schools.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 300 low- and moderate-income persons will benefit.
	Location Description	Location includes Gray, Mt. Dora, Tavares, and Umatilla Middle schools in Lake County.
	Planned Activities	Youth programs Matrix Code 05D
2	**Project Name**	2024 HOPE House Shelter
	Target Area	
	Goals Supported	Provide public services including homelessness
	Needs Addressed	Provide Public Services
	Funding	CDBG: $130,000.00
	Description	Provision of funds to support homeless shelter operating costs, including case management, counseling, and outreach.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 500 low- and moderate-income persons will benefit.
	Location Description	Lake Countywide
	Planned Activities	Hope House serves 8 men in a limited -time shelter and provides case management, counseling and behavioral health assessments, vocational training and other services. Funds support staff that also provide services to the Open Door walk in facility. Matrix Code 03T

3	**Project Name**	2024 Community Health Worker
	Target Area	
	Goals Supported	Provide public services including homelessness
	Needs Addressed	Provide Public Services
	Funding	CDBG: $55,081.00
	Description	Funds provided to support a community healthcare outreach program to provide assistance to high-risk families with language barriers in accessing healthcare, financial, and food assistance.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	500 low- and moderate-income persons will benefit
	Location Description	Countywide
	Planned Activities	CDBG funds will support the expense of a community healthcare outreach worker with salary and fringe, and include any expenses necessary for service delivery.
4	**Project Name**	2024 Stuckey Community Center Improvements-Canceled
	Target Area	
	Goals Supported	Improve Infrastructure and Public Facilities
	Needs Addressed	Improve Public Infrastructure and Facilities
	Funding	:
	Description	Provision of funds for public facilities improvements to create community center with playground and basketball courts. May 2025 Amendment cancels this project.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	A total of 2,810 low- and moderate-income persons will benefit.
	Location Description	15749 Stuckey Loop, Groveland FL 34736

	Planned Activities	Public facilities improvements to create community center with playground and basketball courts.
5	**Project Name**	2024 Butler Street Boat Ramp Parking Improvements-Increased
	Target Area	
	Goals Supported	Improve Infrastructure and Public Facilities
	Needs Addressed	Improve Public Infrastructure and Facilities
	Funding	CDBG: $390,530.60
	Description	Improvements to boat ramp public facility including ADA sidewalks, dumpster, lighting, storm water improvements, and other site improvements.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	1,160 low- or moderate-income persons will benefit
	Location Description	5524 Front Street, Astor FL
	Planned Activities	Provision of funds for improvements to the public facility including ADA sidewalks, lighting, storm water improvements, and other site improvements.
6	**Project Name**	2024 Road Improvement- Astor 1-Reduced
	Target Area	
	Goals Supported	Improve Infrastructure and Public Facilities
	Needs Addressed	Improve Public Infrastructure and Facilities
	Funding	CDBG: $128,739.50
	Description	Street improvements to restructure roadway to improve deteriorated conditions, restructuring of roadway shoulder to enhance pedestrian safety.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	1,160 low- and moderate-income persons will benefit.

	Location Description	5th Street, Astor
	Planned Activities	Roadway restructuring and reworking of shoulder to improve deteriorated condition, increase traffic safety, and enhance safety for pedestrians.
7	**Project Name**	2024 Coolidge Street Stormwater Improvement
	Target Area	
	Goals Supported	Improve Infrastructure and Public Facilities
	Needs Addressed	Improve Public Infrastructure and Facilities
	Funding	CDBG: $400,000.00
	Description	Road improvements to include paving of non-paved segment of roadway and installation of sidewalks with accompanying stormwater improvements.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 2,685 low- or moderate-income persons will benefit.
	Location Description	Coolidge Street, Eustis
	Planned Activities	Street improvements including paving of non-paved segment of roadway, installation of sidewalks, and stormwater improvements.
8	**Project Name**	2024 CDBG Administration
	Target Area	
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: $380,108.00
	Description	Planning and administration activities for the implementation of the CDBG program.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A

	Location Description	Countywide
	Planned Activities	General Program Admin Matrix Code 21A
9	**Project Name**	2024 HOME Program Administration
	Target Area	
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: $75,192.00
	Description	Administration of the HOME program.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Countywide
	Planned Activities	HOME program administration. The actual budget for this project is $75,192.67, however the estimated amount has been adjusted to prevent rounding up and overstating the budget.
10	**Project Name**	2024 Affordable Rental Housing
	Target Area	
	Goals Supported	Improve and Increase supply of affordable housing
	Needs Addressed	Increase Supply and Access To and Quality of Affordable Housing
	Funding	HOME: $563,945.00
	Description	Provision of funds for the rehabilitation of affordable rental units that serve low- and moderate-income persons and those that are experiencing homelessness. May 2025 Amendment adds $54,800 CDBG funds for rehabilitation/electrical upgrades at Find Feed Restore and $54,000 to rehabilitation/roof replacement activities at New Beginnings.
	Target Date	9/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that a total of 26 affordable rental units will be rehabbed.
	Location Description	Various locations Countywide.
	Planned Activities	Rehabilitation of affordable rental housing to increase the habitability for low- and moderate-income persons, and those experiencing homelessness. Improvements may include electrical upgrades, roof replacement, and rehabilitation of existing buildings to create affordable rental units.
11	**Project Name**	2024 HOME CHDO
	Target Area	
	Goals Supported	Improve and Increase supply of affordable housing
	Needs Addressed	Increase Supply and Access To and Quality of Affordable Housing
	Funding	HOME: $112,789.00
	Description	A minimum of 15% of the County's annual allocation is reserved for a CHDO eligible project yet to be identified.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 1 low- or moderate income family will be assisted through the CHDO housing development activity.
	Location Description	Countywide
	Planned Activities	The CHDO set-aside activity is expected to be utilized for the creation of affordable rental units, but a project has not been identified.
12	**Project Name**	2024 Public Housing Modernization-Eustis Housing Authority-Canceled
	Target Area	
	Goals Supported	Improve and Increase supply of affordable housing
	Needs Addressed	Increase Supply and Access To and Quality of Affordable Housing
	Funding	CDBG: $0
	Description	Improvements to public housing units owned by the Eustis Housing Authority, including creation of laundry facilities.

	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	177 public housing residents
	Location Description	City of Eustis
	Planned Activities	Public Housing Modernization Matrix Code 14C
7	**Project Name**	County Road Improvements-Added
	Target Area	County-wide
	Goals Supported	Improve Infrastructure and Public Facilities
	Needs Addressed	Improve Public Infrastructure and Facilities
	Funding	CDBG: $316,082.90
	Description	Street improvements to restructure roadway to improve deteriorated conditions, restructuring of roadway shoulder to enhance pedestrian safety.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	1,160 low- and moderate-income persons will benefit.
	Location Description	County-wide
	Planned Activities	Roadway restructuring and reworking of shoulder to improve deteriorated condition, increase traffic safety, and enhance safety for pedestrians.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There are no geographic target areas identified in the Consolidated Plan; funds will be invested throughout the Urban County. Projects selected for 2024 are located in Astor, Leesburg, Okahumpka and Umatilla. Public service projects serve participants County-wide.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not all of the housing and community development needs identified in this plan can be addressed over the next year, due primarily to the limited resources available. Therefore, the County has established priorities to ensure that scarce funds are directed to the most pressing needs. The selection of non-housing community development priorities within income-eligible areas reflects the County's desire to create appreciable and lasting living environment improvements. The county has not targeted geographic areas; therefore, the table above is blank.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

HOME funds will be utilized for the rehabilitation of rental units to increase the supply of affordable quality housing for low- and moderate-income individuals and families, and those experiencing homelessness.

One Year Goals for the Number of Households to be Supported	
Homeless	26
Non-Homeless	1
Special-Needs	0
Total	27

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	26
Acquisition of Existing Units	0
Total	27

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

It is expected that the County's 2024 HOME allocation will be used for the rehabilitation of rental housing units and the creation of a new rental housing unit.

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

There are no projects planned for public housing improvements for the 2024 plan year. The Eustis Housing Authority is implementing a project funded in the prior fiscal year.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Eustis Housing Authority has an active resident council that reviews agency plans and provides input on any planned capital improvements and services.

EHA does not have Housing Choice Vouchers for use in a homeownerhsip program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The County does not own or manage public housing units. The Eustis Housing Authority, located in the City of Eustis indicated a need for improvements to the laundry facilities in their public housing development, which the County will support with CDBG funding.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The CoC continues to recruit nonprofit, and faith-based organizations, healthcare agencies and appropriate government agencies into the CoC network of service providers. The CoC utilized a Coordinated Entry process to access the needs of persons who are experiencing homelessness or who are at risk of homelessness. The United Way of Lake County operates 2-1-1, which is a free hotline that operate 24/7/365 and provides confidential support for persons to find the health and human service program that are needed. For example, callers can learn about:

- Basic human needs services: food banks, shelters, clothing, financial aid, and utility assistance
- Physical and mental health services: healthcare, Medicaid, Medicare, prenatal care, children's health insurance, crisis intervention, support groups, counseling, drug and alcohol treatment, intervention/rehabilitation
- Older Adult Services: adult day care, Meals on Wheels, respite care, home health care, transportation, nutrition, senior centers
- Employment and Income Services: support, job training, job search, education, public assistance
- Children, Youth and Family Childcare Services: after-school programs, family resource centers, camps/recreation programs, mentoring, tutoring, protective services
- Volunteering: opportunities to volunteer and to donate
- Community/Government: times, locations of city council meetings; information about community events; how to contact government offices and officials.
- Events/Occurrences: updates about emergency situations (ex. power outages and community-wide issues)

The CoC and various service agencies also participate in the annual Point in Time Count and will assess the needs of sheltered and unsheltered persons during that time.

Additionally, agencies such as the Mid-Florida Homeless Coalition, which covers four counties including Lake, keeps an updated by-name list to maintain contact with and reach out to persons in need.

Addressing the emergency shelter and transitional housing needs of homeless persons

The number of Lake County residents that meet the definition of homeless under 24 CFR 91.5 was derived from The Lake County Roadmap to Address Homelessness. Lake County has a significant

unsheltered adult population. Unsheltered homelessness means that people are sleeping in places not

meant for human habitation (e.g., in encampments or cars). Out of a total of 139 single adult households, 100 households are unsheltered. In contrast, 92% of families with children are in emergency shelter or transitional housing. Eighty-four percent of households experiencing homelessness are adults without children. Families with children comprise only 16% of the total households experiencing homelessness. The 2022 Point in Time identified 141 sheltered homeless individuals in Lake County.

The Roadmap also identified shelter and street outreach services as unmet needs in Lake County. While the County utilizes CARES Act resources for outreach, there is still a need for additional resources to assist in connecting unsheltered populations with immediate housing and other services. Stakeholders interviewed during the development of the Lake County Roadmap report indicated insufficient shelter resources for people experiencing homelessness, and this was reiterated during consultations. Shelter providers also indicated that many facilities (shelters) are not equipped to assist someone with SMI and consumers don't commit to level of care that they need in an inpatient facility. Overall, there is insufficient housing for populations with mental health/substance misuse and other disabling conditions. Affordable inventory is low in general, but supportive housing and housing with supervision is needed for these populations.

While there are several agencies that strive to meet the needs of persons experiencing homelessness, there is a lack of funding and resources to fully meet the needs of the community. The Hope House Open Door provides shelter resources and will receive 2024 CDBG funds.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CoC models their strategy after Home Together, the federal strategic plan to prevent and end homelessness. The Mid Florida Homeless Coalition homeless service system effectively provides services, support, and housing to all sub-populations within Citrus, Hernando, Lake, and Sumter's homeless community. The primary focus is on moving individuals and families out of homelessness. The ultimate goal of the CoC is to create a homeless service system that achieves reduction in new instances of, length of, and returns to homelessness and meets the varying needs of homeless sub-populations such as unaccompanied youth, veterans, and families with children.

The CoC implements best practices outlined in the Federal Strategic Plan to Prevent and End Homelessness, such as the Rapid Rehousing Program (RRH). The RRH program is an effective tool which allows the CoC to help persons experiencing homelessness make the transition to permanent housing. The CoC is actively working on improving the RRH program by utilizing data and determining strategies to better rehouse families with children within 30 days. The CoC also has a goal to reduce the length of

time persons remain homeless. This will allow the CoC to ensure homelessness is rare, brief, and non-recurring for all populations.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Lake County Roadmap prepared by the Florida Housing Coalition indicated that homelessness prevention assistance was readily available within the county. The United Way currently administers prevention funding from a variety of sources. Prevention assistance is currently funded in the county through private grants, TANF, ESG, ERA, and SHIP. Though prevention resources are available, the Roadmap indicated that diversion is not currently widely implemented in Lake County, but could be an effective strategy in Lake County, particularly given the insufficient affordable housing inventory. Providing stabilization services, landlord mediation, and/or financial assistance are needed in order to effectively implement a prevention strategy in the County.

Consultations reported that accessibility to services is a challenge. While many consumers are difficult to engage, location of services and transportation options to get to services make access to the services difficult. Location is everything and coupling together resources/uses in a way that is smart, safe, and conducive to recovery is ideal. Services for households being placed in housing are a need, but they are critical to housing stability and preventing returns to homelessness.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To assist in reducing barriers to affordable housing, the County has implemented various programs targeted towards low- and moderate-income households. For example, the County funds and promotes homeownership opportunities, housing rehabilitation to bring units up to code, and reduced lead-paint hazards. These programs also assisted in eliminating barriers to affordable housing by providing economic opportunities and minimizing overall household expenses.

Additionally, the County continues to provide technical assistance to several local non-profit developers to become certified as a Community Based Development Organization (CBDO) such that CDBG funds could be used to in new affordable housing construction projects. The County, as a new HOME recipient, will also be working with local agencies to achieve the Community Housing Development Organization (CHDO) designation.

Lastly, the County will be working toward implementation of the action items described in the Analysis of Impediments to Fair Housing (AI). The AI identified a lack of affordable rental units and proposed the creation of a Community Land Trust, to develop an action plan for affordable housing in Opportunity Zones and eliminate the collection of impact fees for Accessory Dwelling Units.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

There are various elements that produce obstacles to meeting needs within the community. Addressing all housing, homeless, and community development needs is an impossible task due to restricted funding. However, the County utilizes all possible resources and continues to seek leveraging sources to meet as many underserved needs as possible. The current housing market and economic environment also serve as barriers to meeting needs. The lack of high wage jobs adds to the number of families and individuals needing access to services, and many times the capacity to fund and implement existing or additional programs is limited. The County and its Urban County Partners will continue to utilize CDBG funds to the fullest extent possible to assist in meeting underserved needs. Leveraging efforts with public and private funding agencies will also be made to supplement federal funds and increase the resources available to address community needs.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to meeting underserved needs is inadequate resources. The jurisdiction receives Supportive Housing Program funds, Federal Emergency Management Agency (FEMA) funds and financial resources from the Florida State Department of Children and Families to assist Lake County residents with rent and utility assistance. These funding sources can only address a small portion of the homeless and affordable housing needs in the County.

The Lake County Board of Commissioners has dedicated ARPA resources for the development of affordable housing to address some of these issues.

Lake County work with Lake County Community Action, United Way of Lake & Sumter Counties, Salvation Army of Lake & Sumter County and Mid Florida Homeless Coalition through the Continuum of Care (CoC) to understand and provide assistance to the growing homeless population. Extensive HUD programmatic grant requirements do not always coincide with determined local needs and or agency capacity to implement. The continued effects of the pandemic further exacerbate the issues as the demand for housing assistance significantly exceeds the supply.

However, Lake County continues to work with agencies to build support and advocacy for needy populations and areas that are underserved. The County will continue to focus the funding efforts on populations and areas of high need.

Actions planned to foster and maintain affordable housing

Lake County's relationships with housing non-profits and developers are strengthening with HUD's decision to provide the County with HOME funds. Collaborations on future affordable housing opportunities is beginning to show rewards. Also, the County utilizes SHIP funds to assist in the development of new affordable housing and to rehabilitate existing homeowner housing for low- and moderate-income households. The County provides technical assistance to two local groups to become designated Community Based Development Organizations (CBDO) to develop affordable

housing and as a step in becoming a CHDO, which is important to Lake County's new status as a HOME entitlement grantee in 2021. As mentioned previously, the Lake County Board of Commissioners has allocated HOME-ARP and ARPA resources for the development of affordable housing.

Actions planned to reduce lead-based paint hazards

Lake County consults with the Lake County Health Department to review lead data, educate the public and mitigate housing units in which lead has been found. All children eligible for Medicaid and All Kids insurance are required to have a blood lead test beginning at six months of age, even if they live in a low-risk ZIP code. If a child's blood test reveals high lead blood levels, then the case is referred to the Childhood Lead Poisoning Prevention Program. Staff will follow state and program guidelines to conduct lead investigations for referred children. If the home that the child lives in was built in 1978 or prior, an inspector certified in lead paint assessment completes the testing for the presence of lead and provides the homeowner with the EPA Lead Awareness brochure. To date, none of the housing projects in Lake County have tested positive for lead.

Actions planned to reduce the number of poverty-level families

Poverty is a function of income, which is related to education, job training and employment. The County has developed several approaches to addressing poverty issues, focusing on employment opportunities and job training, as well as youth development. In PY 2024 CDBG funds have been allocated to programs and facilities that support youth development, infrastructure improvements, and affordable housing initiatives.

The County continues to support homelessness prevention activities, to preserve and improve affordable housing options, and to support case management services needed at shelter operations. Additionally, there are many organizations and agencies that are part of the institutional delivery system that provide emergency food assistance, emergency financial assistance, legal assistance for evictions and foreclosures, rental and utility deposit assistance, workforce development activities including building hard and soft skills, retraining programs for persons with disabilities, utility assistance, homelessness prevention services, healthcare and outreach services for veterans and case management, emergency sheltering and substance abuse treatment programs.

Actions planned to develop institutional structure

Lake County coordinates with various public, private, and non-profit agencies in carrying out its activities. Collaboration between local, county, and state agencies is important in successfully carrying out the goals and objectives identified in the Consolidated Plan and addressing community needs. It is essential that the County and Urban Partners foster and maintain partnerships with other public and private agencies for the successful delivery of its housing and community development programs.

Private entities can effectively support the delivery of programs and services by offering additional

resources that can be leveraged to supplement existing services or fill in gaps. Lake County and the Urban County Partner cities continue to seek additional funding sources for housing and community development activities when possible. Lake County and the Urban County Partner cities continue to seek additional funding sources for housing and community development activities when possible.

Lake County's housing and community development activities are carried out through a combination of public, private, and non-profit organizations, many of which participate in the citizen participation process.

Actions planned to enhance coordination between public and private housing and social service agencies

Several steps are taken to ensure coordination between public and private housing and social service agencies during the program year. Each of these steps will help facilitate information exchange among the County, cities, and those providing public services. A technical assistance workshop is held at the beginning of each grant year to educate the County's Urban County Partners on the grant funds, application process, eligible uses, and additional requirements when utilizing these funds and long-term conditions on their use.

Additionally, the County's Human Services grant program collaborates and coordinates with Housing and Community Development to identify the self-sufficiency areas most in need so that public funds can be targeted by the County's non-profits to assist those most in need.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   There are no other forms of investment planned.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   Lake County's Recapture Policy is attached in the Unique Appendix.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   Lake County’s Recapture Policy is attached in the Unique Appendix.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The County will not use HOME funds to refinance existing debt secured by multifamily housing previously funded with HOME funds as there was no previous HOME funding to invest. It's expected that the funds will be used for rental construction.
   Lake County will not use 2023 funds to undertake the development of a new homebuyer assistance or owner-occupied single-family housing rehabilitation program. Should the County decide to fund homeownership programs, they will abide by affordable homeownership limits for the area provided by HUD, but the County does not expect to use HOME funds for this purpose presently.

   The County issues RFPs for affordable housing development annually. Information may be obtained by visiting the County's website or contacting the Office of Housing and Community Services.

   Lake County does not have a Neighborhood Revitalization Strategy Plan and currently does not identify geographic target areas.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   N/A

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services

received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

N/A

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   N/A

RESOLUTION NO. 2026 -_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LAKE COUNTY, FLORIDA, APPROVING A SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR (FY) 2024-2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the elimination or prevention of slums or urban blight, or activities which will benefit low and moderate-income persons or other urgent community development needs; and

WHEREAS, the U.S. Department of Housing and Urban Development has identified Lake County, Florida as an entitlement grantee, and Lake County elected to accept its status as an entitlement grantee and therefore took the required steps in order to receive the CDBG FY 2024-2025 funding; and

WHEREAS, to expedite and implement several activities in a timely manner as a substantial amendment is required to make certain adjustments to the funding of several existing projects; and

WHEREAS, the Office of Housing and Community Services held a public hearing on the Substantial Amendment on May 6, 2026; and

WHEREAS, the Office of Housing and Community Services prepared and made available for public review for a thirty (30) day period a draft of the Substantial Amendment; and

WHEREAS, Lake County is required to submit the Substantial Amendment to the CDBG FY 2024-25 Action Plan to the U.S. Department of Housing and Urban Development; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County as follows:

Section 1. Recitals. The above 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. Approval. The Board of County Commissioners of Lake County, Florida hereby approves the attached Substantial Amendment to the CDBG FY 2024-2025 Annual Action Plan.

Section 3. Acknowledgment. That it is cognizant of the conditions that are imposed in the undertaking and carrying out of community development activities with federal financial assistance, including those relating to the relocation of site occupants and, the prohibition of

discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and other assurances as set forth under the certifications.

Section 4. Authorization. Maria AbdoulKarim, Director of the Office of Housing and Community Services, or her designee is authorized to sign the Substantial Amendment to the County's CDBG FY 2024-2025 Annual Action Plan, application, certifications, assurances, reimbursement invoices, warranties, agreements, and any other required documents, and purchase equipment, and expend grant funds pursuant to a grant award after acceptance of the grant by Board of County Commissioners. 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 relating to the Substantial Amendment to the County's CDBG FY 2024-2025 Annual Action Plan.

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 shall take effect upon its adoption.

PASSED AND ADOPTED this_____day of_____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

ATTEST:

_____
Leslie Campione, Chairman

_____
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 #: **42915**

Line	Org	Object	Project	Account Description	Increase	Decrease
1	2082250	880820		Aids - Private Orgs		346,000.00
3	2082210	860630	40043	Improvements Other Than Buildings	129,217.00	
4	2082210	860670		Infrastructure	216,783.00	
					346,000.00	**346,000.00**

Description:

Budget transfer to reallocate unspent funds from the Lake County Roads Astor 1, and Stuckey Community Center Projects, to the Butler Street Boat Ramp and new Lake County Roads Projects.

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

DATE: 05/11/2026

MEETING DATE: 6/9/2026

ITEM TYPE: Consent Item

ITEM ID: 42961

TO: Jennifer Barker, County Manager

THRU: Maria AbdoulKarim, Office of Housing & Community Services Director

BY: Leslie Kivi, Financial Coordinator

SUBJECT: Community Development Block Grant (CDBG) FY 2025-2026 URR

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval of an Unanticipated Revenue Resolution (URR) to accept and appropriate $2,713,646 for the FY 2025-1026 Community Development Block Grant (CDBG) Annual Action Plan.

The fiscal impact is $2,713,646 (revenue/expenditure - grant funded).

BACKGROUND SUMMARY: On August 12, 2025, the Board approved the Fiscal Year 2025-2026 Community Development Block Grant (CDBG) Proposed Projects and Annual Action Plan through Resolution 2025-99.

The FY 2025-2026 funding cycle began with both the 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan being placed on display for a 30-day public comment period. Public hearings were held on April 21, 2025, and July 24, 2025, to provide opportunities for public comment. No comments were received.

The 2025-2029 CDBG 5-Year Consolidated Plan and the 2025-2026 Annual Action Plan must be delivered to HUD by August 15, 2025. The 2025-2029 Consolidated Plan includes broad goals and objectives to address priority needs with resources available from the U.S. Department of Housing and Urban Development (HUD).

Lake County will receive $1,848,798 in Community Development Block Grant (CDBG) funding for the FY 2025-2026 funding cycle (2025-2026 Annual Action Plan) with funds available after October 1, 2025.

The FY 2025-26 CDBG Budget of $1,848,798 includes the following recommended projects:

- Episcopal Children's Services - Head Start Program: $100,000.00
- LifeStream - Hope House Shelter: $126,450.00

- SALT Outreach, Inc. - Mobile Drop-In Center: $50,869.00
- City of Leesburg - Beecher Street Sidewalk Improvements: $96,514.71
- City of Leesburg - Baker Street Sidewalk Improvements: $45,640.42
- Lake County Roads - Royal Trails: $725,000.33
- Lake County Roads - Mount Dora: $334,564.54
- 2025 CDBG Administration: $369,759.00

Lake County's FY 2025-2026 Home Allocation is $697,813.13 from the HOME Investment Partnerships (HOME) Program and includes the following:

HOME Program Administration:	$ 69,781.31
Community Housing Development Organization	$ 35,890.65
Affordable Housing Development (TBD)	$592,141.17

Additionally, Lake County received $167,034 from the Emergency Solutions Grant (ESG) Program for FY 2025-2026. The recommended projects for the ESG program funding have not yet been determined.

Fiscal Impact: $2,713,646 (revenue/expenditure - 100 percent grant funded)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CDBG Fund	1200	2082100	331540		-$1,848,798
HOME Investment Partnerships	1200	2082370	331545		-$697,814
Emergency Solutions Grant	1200	2082380	331530		-$167,034
CDBG Fund	1200	2082100	830490		$369,759
CDBG Fund	1200	2082210	860670		$1,059,565
CDBG Fund	1200	2082220	880810	20043	$142,155
CDBG Fund	1200	2082250	880820		$100,000
CDBG Fund	1200	2082250	880820	20304	$126,450
CDBG Fund	1200	2082250	880820	20325	$50,869
HOME Investment Partnerships	1200	2082370	830490		$69,782
Emergency Solutions Grant	1200	2082380	880820		$167,034
HOME Investment Partnerships	1200	2082370	880820		$628,032

Advertised Date: Paper:
Attachments:

1.	Agenda Item 38456
2.	Resolution 2025-99
3.	URR for FY25-26 CDBG Funds

STAFF APPROVALS AND DATES:

Leslie Kivi	Created/Initiated - 05/11/2026
Amy Elliott	Approved - 05/14/2026
Maria AbdoulKarim	Approved - 05/21/2026
Mariellie Alvarez	Approved - 05/21/2026
Miranda Lanoue	Approved - 05/28/2026
Karen Maxwell	Approved - 05/28/2026
Cari Christian	Approved - 05/28/2026
Alexis Clark	Approved - 05/28/2026
Ron Falanga	Approved - 05/28/2026
Kandace Pourbaix	Approved - 05/28/2026
Miranda Lanoue	Approved - 05/28/2026
Jaime Stewart	Approved - 05/28/2026
Melanie Marsh	Approved - 05/28/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

ACTION TAKEN BY BOARD:

Action: New

Other:

Continued/Deferred Until:

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

DATE: 07/21/2025

MEETING DATE: 8/12/2025

ITEM TYPE: Consent Item

ITEM ID: 38456

TO: Jennifer Barker, County Manager

THRU: Maria AbdoulKarim, Office Of Housing & Community Services Director

BY: Amy Elliott, Community Development Coordinator

SUBJECT: 2025-2029 Community Development Block Grant (CDBG) Consolidated Plan and 2025-2026 Annual Action Plan

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of the 2025-2029 Consolidated Plan; and
2. Of the Fiscal Year 2025-2026 Community Development Block Grant (CDBG) Proposed Projects and Annual Action Plan; and
3. To authorize the Office of Housing & Community Services Director to execute and submit any documents required by the U.S. Department of Housing and Urban Development (HUD) related to the 2025-2029 Consolidated Plan; and
4. To authorize the Office of Housing & Community Services Director to execute and submit any documents required by HUD related to the Fiscal Year 2025-2026 Annual Action Plan; and
5. Of a corresponding authorization Resolution that also adopts the 2025-2026 Annual Action Plan for CBDG; and
6. Authorizing the County Manager to execute the awarded respective CDBG Program Subrecipient Agreements and amendments that do not have a change in the fiscal impact.

The fiscal impact is $2,713,645.13 (revenue/expenditure - grant funded) and will be included in the Fiscal Year 2026 Budget.

BACKGROUND SUMMARY: The FY 2025-2026 funding cycle began with both the 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan being placed on display for a 30-day public comment period. Public hearings were held on April 21, 2025, and July 24, 2025, to provide opportunities for public comment. No comments were received.

The 2025-2029 CDBG 5-Year Consolidated Plan and the 2025-2026 Annual Action Plan must be delivered to HUD by August 15, 2025. The 2025-2029 Consolidated Plan includes broad goals and objectives to address priority needs with resources available from the U.S. Department of Housing and Urban Development (HUD).

Lake County will receive $1,848,798 in Community Development Block Grant (CDBG) funding for the FY 2025-2026 funding cycle (2025-2026 Annual Action Plan) with funds available after October 1, 2025.

The FY 2025-26 CDBG Budget of $1,848,798 includes the following recommended projects:

- Episcopal Children's Services - Head Start Program: $100,000.00
- LifeStream - Hope House Shelter: $126,450.00
- SALT Outreach, Inc. - Mobile Drop-In Center: $50,869.00
- City of Leesburg - Beecher Street Sidewalk Improvements: $96,514.71
- City of Leesburg - Baker Street Sidewalk Improvements: $45,640.42
- Lake County Roads - Royal Trails: $725,000.33
- Lake County Roads - Mount Dora: $334,564.54
- 2025 CDBG Administration: $369,759.00

Lake County's FY 2025-2026 Home Allocation is $697,813.13 from the HOME Investment Partnerships (HOME) Program and includes the following:

HOME Program Administration:	$ 69,781.31
Community Housing Development Organization	$ 35,890.65
Affordable Housing Development (TBD)	$592,141.17

Additionally, Lake County received $167,034 from the Emergency Solutions Grant (ESG) Program for FY 2025-2026. The recommended projects for the ESG program funding have not yet been determined.

Fiscal Impact: $2,713,645.13 (revenue/expenditure - grant funded)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CDBG Fund	1200	2082100	331540		-$1,848,798.00
CDBG Fund	1200	2082250			$100,000.00
CDBG Fund	1200	2082250	880822		$126,450
CDBG Fund	1200	2082250	2082250		$50,869
CDBG Fund	1200	2082220			$96,514.71
CDBG Fund	1200	2082220			$45,640.42
CDBG Fund	1200	2082210	860670		$725,000.33
CDBG Fund	1200	2082210	860670		$334,564.54

CDBG Fund	1200	2082100			$369,759.
HOME Fund	2082370				-$697,813.13
HOME Fund	1200	2082370			$697,813.13
ESG Fund	1200	2082490	331530		-$167,034
ESG Fund	1200	2082490	331530		$167,034.00

Advertised Date: June 30, 2025

Paper: The Daily Commercial

Attachments:

1.	Lake County's CDBG PY 2025-29 Consolidated Plan, FY 2025-26 Annual Action Plan & Project List
2.	CDBG 2025-29 Consolidated Plan & 2025-26 Annual Action Plan Approval Resolution_7.24.2025

STAFF APPROVALS AND DATES:

Amy Elliott	Created/Initiated - 07/21/2025
Maria AbdoulKarim	Approved - 07/21/2025
Mariellie Alvarez	Approved - 07/21/2025
Alexis Clark	Approved - 07/24/2025
Shelly Williams	Approved - 07/24/2025
Karen Maxwell	Approved - 07/24/2025
Cari Christian	Approved - 07/24/2025
Ron Falanga	Approved - 07/25/2025
Kandace Pourbaix	Approved - 07/25/2025
Miranda Lanoue	Approved - 07/25/2025
Allison Teslia	Approved - 07/25/2025
Michelle Wilkinson	Approved - 07/25/2025
Melanie Marsh	Approved - 07/25/2025
Jennifer Barker	Approved - 07/26/2025
Misty Spahn	Final Approval - 07/29/2025

ACTION TAKEN BY BOARD:

Action: New

Other:

Continued/Deferred Until:

RESOLUTION NO. 2025- 99

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; APPROVING THE 2025-2029 CONSOLIDATED PLAN AND THE 2025-2026 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to 24 C.F.R. Part 91, the United States Department of Housing and Urban Development (HUD) requires that every fifth year each jurisdiction participating in the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program, and Emergency Solutions Grant (ESG) Program adopt a Consolidated Plan setting forth the goals and objectives for the use of federal funds and that every year each jurisdiction also adopt an Annual Action Plan that sets forth the jurisdiction's use of the funds and objectives for the upcoming program year; and

WHEREAS, Lake County is an entitlement grantee under the CDBG program; and

WHEREAS, on April 21, 2025, the Lake County Office of Housing and Community Services held a public hearing to identify needs within the Urban County area of Lake County; and

WHEREAS, the Department of Housing and Community Services Division made a draft Consolidated Plan for 2025-2029 and Annual Action Plan for fiscal year 2025-2026, which commences on October 01, 2025, and ends on September 30, 2030, available for public review; and

WHEREAS, on July 24, 2025, the Office of Housing and Community Services held a public hearing to obtain comments of the draft Consolidated Plan for 2025-2029 and Annual Action Plan for 2025-2026; and

WHEREAS, HUD has allotted $1,848,798 from the CDBG program, $697,813.13 from the HOME program, and $167,034 from the ESG program for Lake County's housing and community development and services activities for 2025-2026, which the Office of Housing and Community Services will administer; and

WHEREAS, the Lake County Board of County Commissioners finds that the proposed 2025-2029 Consolidated Plan and the 2025-2026 Annual Action Plan are beneficial to the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. Recitals. The above 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. Approval. The Board of County Commissioners of Lake County, Florida hereby approves for submission to HUD the draft Consolidated Plan for 2025-2029 and Annual Action Plan for 2025-2026 presented to the Board of County Commissioners on August 12, 2025, and which is incorporated into this Resolution.

Section 3. Acknowledgment. That it is cognizant of the conditions that are imposed in the undertaking and carrying out of community development activities with federal financial assistance, including those relating to the relocation of site occupants and, the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and other assurances as set forth under the certifications.

Section 4. Authorization. Maria AbdoulKarim, Director of the Office of Housing and Community Services, or her designee, is authorized to sign all grant applications, certifications, assurances, reimbursement invoices, warranties, agreements, and any other required documents relating to the Consolidated Plan for 2025-2029 and Annual Action Plan for 2025-2026; and accept grant awards, make purchases, and expend grant funds pursuant to a grant award after acceptance of the grant by 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 relating to the County's Consolidated Plan for 2025-2029 and Annual Action Plan for 2025-2026.

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 shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 12th day of August, 2025.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 12th day of August, 2025.

Approved as to form and legality:

8/12/25

Melanie Marsh, County Attorney

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND IN ORDER TO RECEIVE UNANTICIPATED REVENUE FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF $2,713,646 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 $2,713,646 in unanticipated revenue to be received into the Community Development Block Grant Fund for fiscal year 2025-2026; and

WHEREAS, an amendment to the fiscal year 2025-2026 Lake County Budget is required to provide for the receipt and for appropriations of those receipts:

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

Section 1. Amendment of the Budget. The Lake County Community Development Block Grant Fund is hereby amended to increase the total budget for Fiscal Year 2025-2026 to include the unanticipated revenue and new appropriations as follows:

REVENUE (Fund 1200 – Community Development Block Grant Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1200.2082100.331540	Community Development Block Grant	$8,526,960	$1,848,798	$10,375,758
1200.2082370.331545	HOME Investment Partnerships	$3,387,382	$697,814	$4,085,196
1200.2082380.331530	Emergency Solutions Grant	$0	$167,034	$167,034

EXPENDITURE (Fund 1200 – Community Development Block Grant Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1200.2082100.830490	Other Current Charges & Obligations	$400,000	$ 369,759	$ 769,759
1200.2082210.860670	Infrastructure	$302,779	$1,059,565	$1,362,344
1200.2082220.880810.20043	Aids to Government Agencies	$0	$142,155	$142,155
1200.2082250.880820	Aids to Private Organizations	$5,156,303	$100,000	$5,256,303
1200.2082250.880820.20304	Aids to Private Organizations	$151,450	$126,450	$277,900
1200.2082250.880820.20325	Aids to Private Organizations	$0	$50,869	$50,869
1200.2082370.830490	Other Current Charges & Obligations	$14,000	$69,782	$83,782
1200.2082370.880820	Aids to Private Organizations	$3,290,098	$628,032	$3,918,130
1200.2082380.880820	Aids to Private Organizations	$0	$167,034	$167,034

Section 2. Effective Date. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

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

DATE: 05/14/2026 **MEETING DATE:** 6/9/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42966
BY: Michelle Wilkinson, Executive Legal Office Manager/Property Manager
SUBJECT: Second Amendment to Revocable Non-Exclusive License Agreement with Coastal Conservation Association, Inc.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval and execution of a Second Amendment to the Revocable Non-Exclusive License Agreement with Coastal Conservation Association for an oyster shell storage site at the Astatula landfill facility.

There is no fiscal impact. Commission District 3.

BACKGROUND SUMMARY: The Coastal Conservation Association Florida (CCA) is a not-for-profit corporation dedicated to conserving and protecting Florida's marine resources. The initial License Agreement and partnership with CCA to temporarily store oyster shells on the portion of the Central Landfill has been in place since November 8, 2016. The oyster shells are dried out and then re-deployed to Florida's coastal waters to create new oyster habitats. Each oyster filters 50 gallons of water per day, sequesters nitrogen, provides an important refuge for hundreds of marine species, and is a food source for many species. The oyster shells are transported by CCA staff and CCA volunteers utilizing small trailers and/or pick-up trucks. The oyster shells dry out at the landfill for a minimum of three months before they can be re-deployed.

On February 14, 2023, the parties entered into a First Amendment to relocate the oyster drying area to an adjacent location within landfill property that was easier to access and allowed for a concrete pad to be poured at the CCA's expense to enable easier loading and unloading of the shells. The previous and current locations were about the same size at around a half-acre.

CCA now wishes to expand their use of the Licensed Area to include growing mangroves, which will include a six-month trial period and allow them to have a storage unit pursuant to certain terms and conditions, which are outlined in the attached Second Amendment.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:

Attachments:

1.	Map_05-14-2026
2.	Revocable Non-Exclusive License Agreement w Coastal Conservation Association re Oyster Shell Storage-executed
3.	First Amendment to Coastal Conservation License Agreement-executed
4.	Second Amendment to License Agreement - Partially Executed
5.	CCA LAKE COUNTY OYSTER MANGROVE SITE MAP

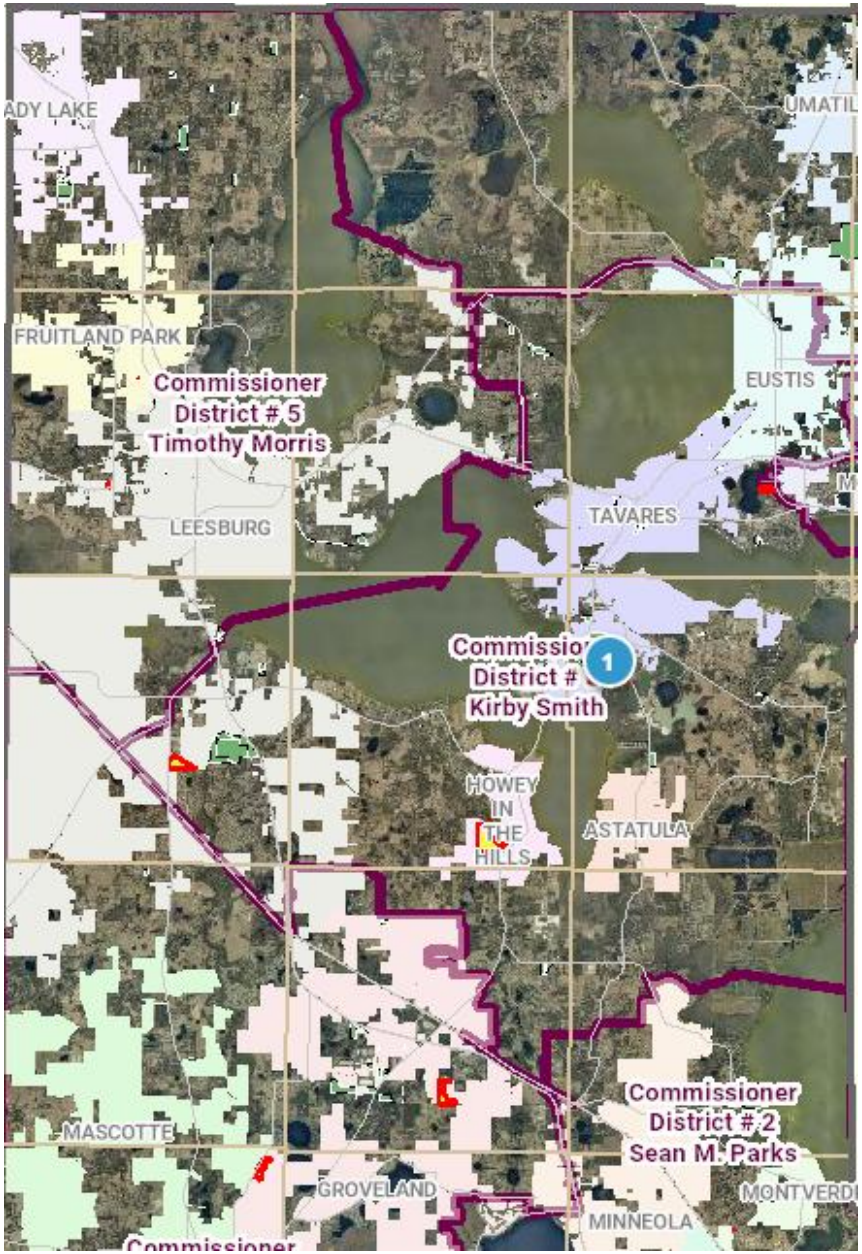
STAFF APPROVALS AND DATES:

Michelle Wilkinson	Created/Initiated - 05/14/2026
Anthony Ellis	Approved - 05/15/2026
David Salinas	Approved - 05/18/2026
Kerri Andrews	Approved - 05/18/2026
Karen Maxwell	Approved - 05/18/2026
Cari Christian	Approved - 05/18/2026
Rachel Grant	Approved - 05/19/2026
Rachel Bartolowits	Approved - 05/20/2026
Ron Falanga	Approved - 05/20/2026
Kandace Pourbaix	Approved - 05/20/2026
Miranda Lanoue	Approved - 05/20/2026
Jaime Stewart	Approved - 05/21/2026
Melanie Marsh	Approved - 05/21/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:


ADY LAKE
UMATIL
FRUITLAND PARK
Commissioner
District # 5
Timothy Morris
EUSTIS
LEESBURG
TAVARES
Commissio
District #
Kirby Smith
1
HOWEY
IN
THE
HILLS
ASTATULA
Commissioner
District # 2
Sean M. Parks
MASCOTTE
GROVELAND
MONTVERDI
MINNEOLA
Commissioner


3915422
LADY OF THE LAKES AVE
8
COUNTY LANDFILL RD
CCA Oyster Site
1111935

REVOCABLE NON-EXCLUSIVE LICENSE AGREEMENT

BETWEEN

LAKE COUNTY

AND

COASTAL CONSERVATION ASSOCIATION, INC.

REGARDING AN OYSTER SHELL STORAGE SITE

AT THE ASTATULA LANDFILL

THIS AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "COUNTY," whose address is Post Office Box 7800, Tavares, Florida 32778, and the Coastal Conservation Association, Inc., a Florida not for profit corporation, hereinafter "CCA," whose address is Post Office Box 568886, Orlando, Florida 32856.

RECITALS

WHEREAS, CCA desires to use a portion of property owned by the COUNTY located at the Astatula Landfill, 13130 County Landfill Road, Tavares, Lake County, Florida (Alt Key 1111935) and more particularly described on Exhibit "A", attached hereto and made a part hereof, hereinafter "Property," as an oyster shell storage site; and

WHEREAS, the COUNTY finds CCA's operations are a benefit to the community and coastal counties and agrees to grant CCA a license to use the Property as an oyster shell storage site.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the COUNTY and CCA hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. By the execution hereof, the COUNTY grants CCA a revocable, non-exclusive license to use the Property as an oyster shell storage and CCA agrees to the following:

A. Calling the Solid Waste Program Manager or other designated County representative during normal County business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) at (352) 343-3776, at least one (1) day in advance to arrange a mutually acceptable time during normal landfill operating hours:

1) Monday, Tuesday, Thursday and Friday - 9:00 a.m. to 5:00 p.m.

2) Wednesday and Saturday - 8:00 a.m. to 4:00 p.m.

B. Transporting oyster shells in and out of the Property by CCA staff and CCA volunteers utilizing small trailer and/or pick-up trucks crossing the scales and;

C. Loading and unloading oyster shells manually utilizing hand tools such as rakes and shovel; and

D. Temporarily storing donated oyster shells in order to dry them out.

3. CCA shall not be permitted to use the Property for any other use other than storing oyster shells without the prior written consent of the COUNTY. CCA shall not commit waste on the Property, and all work performed and use of the Property shall be in accordance with applicable federal, state, and local statues, rules, regulations and ordinances.

4. CCA shall be responsible for arranging and paying for any and all repairs and maintenance costs for the entire Property during the term of this License Agreement.

5. The COUNTY shall have no responsibilities for repairs and maintenance.

6. Within ten (10) business days of execution of this Agreement by the parties, CCA shall provide an original certificate of insurance, indicating that CCA has coverage in accordance with the following:

A. CCA shall provide and maintain at all times during the term of this Agreement, and any renewals, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CCA against any and all claims, demands or causes of action whatsoever, for injuries received or damage to Property relating

to the performance of duties, services and/or obligations of CCA under the terms and provisions of this Agreement. CCA is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of this Agreement.

B. Such policies of insurance, and confirming certificates of insurance, shall insure CCA is in accordance with the following minimum limits:

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
Personal & Adv. Injury	$1,000,000
Contractual Liability	Included

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain worker's compensation insurance, CCA must provide a notarized statement that if a worker or volunteer is injured; he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

C. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

D. The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is CCA's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

E. If it is not possible for CCA to certify compliance, on the certificate of insurance, with all of the above requirements, then CCA is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

F. Certificate holder shall 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

G. Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

H. CCA shall be responsible for any subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CCA evidencing coverage and terms in accordance with the Vendor's requirements. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY.

I. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CCA and/or sub-contractor providing such insurance.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CCA or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve CCA or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

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

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

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 for by law.

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

D. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If CCA transfers all public records to the COUNTY upon completion of this Agreement, CCA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CCA keeps and maintains public records upon completion of the contract, CCA 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.

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

IF THE CCA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS, DANIELLE BENTZEN, LAKE COUNTY PUBLIC WORKS – SOLID WASTE PROGRAM, 352-343-3776, P.O. BOX 7800, TAVARES, FL 32778, OR DBENTZEN@LAKECOUNTYFL.GOV.

8. The COUNTY shall have the right, upon giving sixty (60) days written notice to CCA, to terminate this Agreement for any reason, with or without cause. CCA shall remove all items from the Property and return the Property to the COUNTY in the same or better condition within sixty (60) days of receipt of said notice.

9. All notices, demands, or other writings required to be given or made or sent by either party shall be deemed to have been fully given, made or sent in writing when sent and addressed as follows:

COUNTY

County Manager
Post Office Box 7800
Tavares, FL 32778-7800

CCA

Coastal Conservation Association Florida
Post Office Box 568886
Orlando, Florida 32856

cc:

Property Manager
Post Office Box 7800
Tavares, Florida 32778-7800

10. It is specifically agreed between CCA and COUNTY that this license granted under and pursuant to this Agreement is personal to CCA and shall not inure to the successors or assigns of CCA. No assignment or other transfer of the license granted under this Agreement, or any interest in such license, and no sublicense for any purpose shall be made or granted to CCA without the express, prior, and written consent of the COUNTY.

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

12. This Agreement is non-exclusive, therefore the COUNTY may still use or grant licenses to others to use Property upon giving thirty (30) days written notice to CCA.

13. CCA agrees to protect, defend, indemnify, and hold the COUNTY and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character caused by any negligent act, error or omission of CCA, their successors or assigns or any one claiming under or through or them in the performance of CCA's responsibilities as set forth in this Agreement. Nothing herein will be deemed a waiver of County's sovereign immunity under Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by CCA, signed by its President.

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners of Lake
County, Florida

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Sean M. Parks, Chairman

This 5th day of Dec., 2016.

Approved as to form and legality:

Melanie Marsh
County Attorney

COASTAL CONSERVATION ASSOCIATION, INC.

Brian Gorski, Executive Director

This 9th day of December, 2016.

WITNESSES:

1. Miriam S Askin
Signature

Miriam S ASKIN
Print Name

2.
Signature

Frank J. Gidus, II
Print Name

EXHIBIT A - PAGE 1 OF 2

DESCRIPTION

DESCRIPTION

A portion of the Southeast 1/4 of Section 7, Township 20 South, Range 26 East, also being a portion of that certain parcel described in Official Records Book 1276, Page 144, Inclusive, of the Public Records of Lake County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of said Section 7; thence South 00°16'10" West, along the West line of said Southeast 1/4, a distance of 762.61 feet; thence departing said West line, South 89°43'50" East, a distance of 155.79 feet to the Point of Beginning; thence the following four (4) courses; South 89°38'17" East, 61.16 feet; thence South 00°21'53" West, 356.18 feet; thence North 89°38'17" West, 61.16 feet; thence North 00°21'53" East, 356.18 feet to the Point of Beginning.

Containing 21784 square feet or 0.50 acres more or less

SURVEYORS REPORT:

1. Bearing shown hereon are assumed and based on the West line of the Southeast 1/4 of Section 7, Township 20 South, Range 26 East, being South 00°16'10" West.

2. This "Sketch of Description" was performed without benefit of a Title search. A Title search may reveal additional information affecting the Parcel as shown.

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-17.005-.052 requirements.

4. This sketch and description or the copies thereof are not valid without the signature and the original raised seal 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

LAKE COUNTY
FLORIDA

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
SURVEYING SECTION
350 N. SINCLAIR AVE,
TAVARES, FLORIDA 32778

S. - 7	T. -20S	R. -26E
SURVEYED:	DATE:	
FIELD BOOK:	PAGE:	
DRAWN: RJT	DATE: 9/13/2016	
APPROVED:	DATE:	
REV1	DATE:	
REV2	DATE:	

DESCRIPTION

IN SECTION 7, TOWNSHIP 20 SOUTH, RANGE 26 EAST LAKE COUNTY, FLORIDA (OYSTER BED – ASTATULA SOLID WASTE)

CAD NO: B

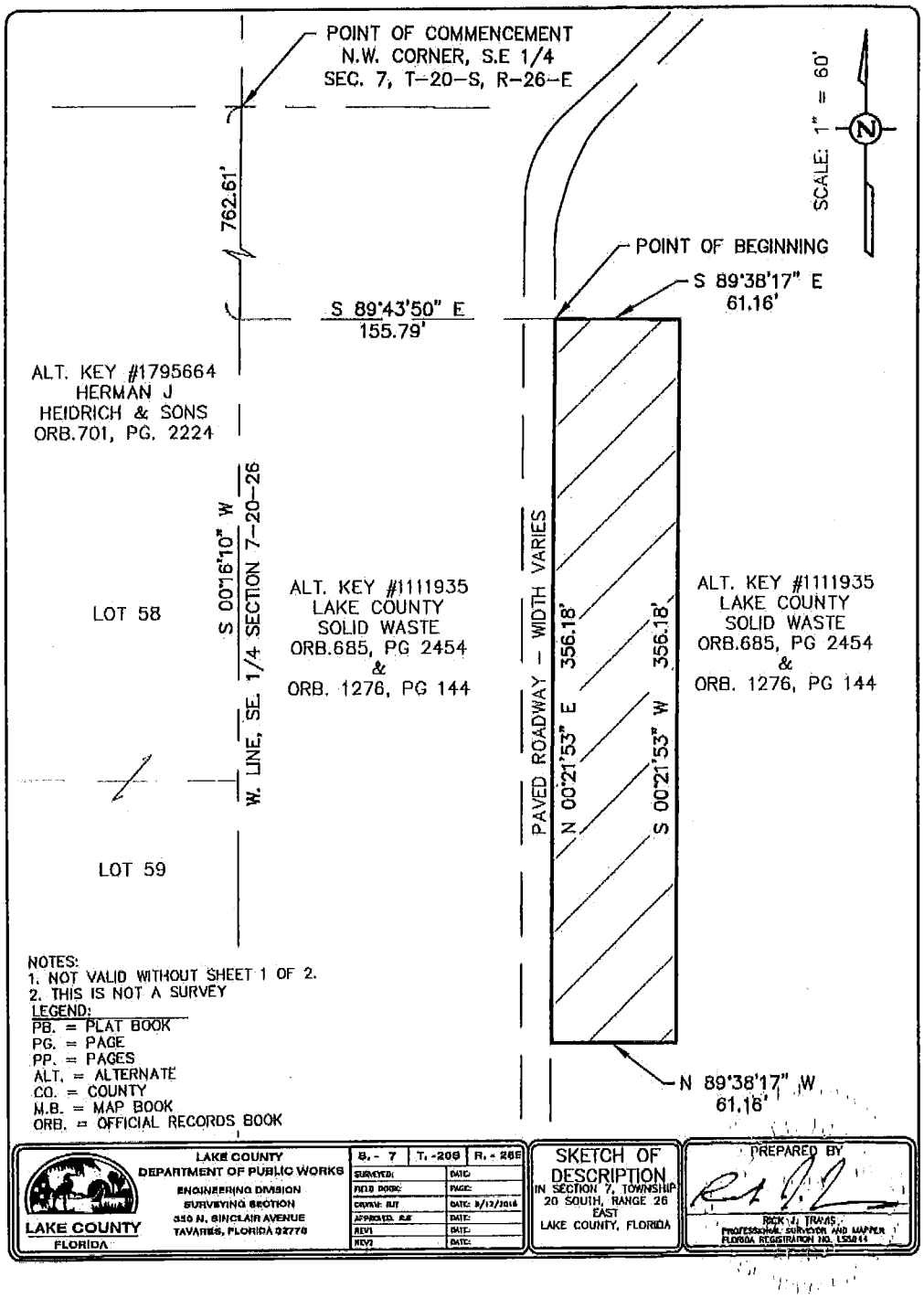
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

PREPARED BY

RICK J. TRAMS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS5911

OYSTER BED – ASTATULA SOLID WASTE

EXHIBIT A – PAGE 2 OF 2



M-2017/0004

FIRST AMENDMENT TO REVOCABLE NON-EXCLUSIVE LICENSE AGREEMENT

BETWEEN

LAKE COUNTY

AND

COASTAL CONSERVATION ASSOCIATION, INC.

REGARDING AN OYSTER SHELL STORAGE SITE

AT THE ASTATULA LANDFILL

THIS FIRST AMENDMENT to the Non-Exclusive License Agreement ("Amendment") is made by and between **Lake County**, Florida, a political subdivision of the State of Florida, hereinafter the "COUNTY," whose address is Post Office Box 7800, Tavares, Florida 32778, and the **Coastal Conservation Association, Inc.**, a Florida not for profit corporation, hereinafter "CCA," whose address is Post Office Box 568886, Orlando, Florida 32856.

RECITALS

WHEREAS, CCA and COUNTY entered into a Revocable Non-Exclusive License Agreement dated December 5, 2016 ("the Agreement"); and

WHEREAS, CCA has been utilizing a portion of property owned by the COUNTY located at the Astatula Landfill, 13130 County Landfill Road, Tavares, Lake County, Florida (Alt Key 1111935) hereinafter "Property," as an oyster shell storage site; and

WHEREAS, both parties now desire to alter the location of the storage site within the Property and therefore wish to amend the Non-Exclusive License Agreement to reflect the change of the location.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the COUNTY and CCA hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Amendment. The parties wish to amend their Agreement to A) move the location of the oyster shell storage site and B) provide for terms by which CCA may construct a concrete pad on the site.

A) **Location:** The Agreement is hereby amended to reflect the survey attached hereto and incorporated herein as **Exhibit A,** as the new location of the oyster shell storage site.

B) **Concrete Pad:**

i. Pursuant to the terms detailed herein, CCA may construct a concrete pad within the bounds of the rectangular area labeled "Oyster Shell Processing Site" on the survey attached as **Exhibit A**.

ii. The concrete pad shall be professionally constructed in a manner compliant with any and all applicable laws, safety practices, and industry standards. CCA shall ensure that construction of the pad does not interfere with the County's operations on the Property in any way. CCA shall be solely responsible to pull any necessary permits and for the costs of construction and maintenance of the concrete pad.

iii. Upon termination of this Agreement, if County requests that the concrete pad be removed, CCA will be solely responsible for the prompt removal of the concrete pad and all costs associated therewith.

3. Effect of Amendment. All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Amendment conflicts with the Agreement, this Amendment will govern.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by CCA, signed by its President.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Kirby Smith, Chairman

This 14th day of February, 2023.

Approved as to form and legality:

Melanie Marsh
County Attorney

COASTAL CONSERVATION ASSOCIATION, INC.

Brian Gorski, Executive Director

This 23rd day of January, 2023.

WITNESSES:

1. _____
Signature

Timothy A Rawl
Print Name

2. _____
Signature

Ron Crowder
Print Name

EXHIBIT A - PAGE 1 OF 2

PROJECT: OYSTER SHELL PROCESSING SITE
OWNER: LAKE COUNTY
PARCEL NO.: 07-20-26-0001-000-00400
ALTERNATE KEY: 1111935

SKETCH OF DESCRIPTION

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 THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N89°30'01"W, ALONG THE NORTH LINE SAID SOUTHEAST 1/4 OF SECTION 7, 332.04 FEET, MORE OR LESS, TO THE CENTERLINE OF LADY OF THE LAKES AVENUE; THENCE S01°24'18"W, ALONG SAID CENTERLINE, 92.58 FEET; THENCE N88°35'42"W, 33.00 FEET, TO THE POINT OF BEGINNING; THENCE S01°24'18"W, 80.00 FEET; THENCE N88°35'42"W, 290.00 FEET; THENCE N01°24'18"E, 80.00 FEET; THENCE S88°35'42"E, 290.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.53260 ACRES (23,200 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 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 26 EAST, BEARING N89°30'01"W.

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.

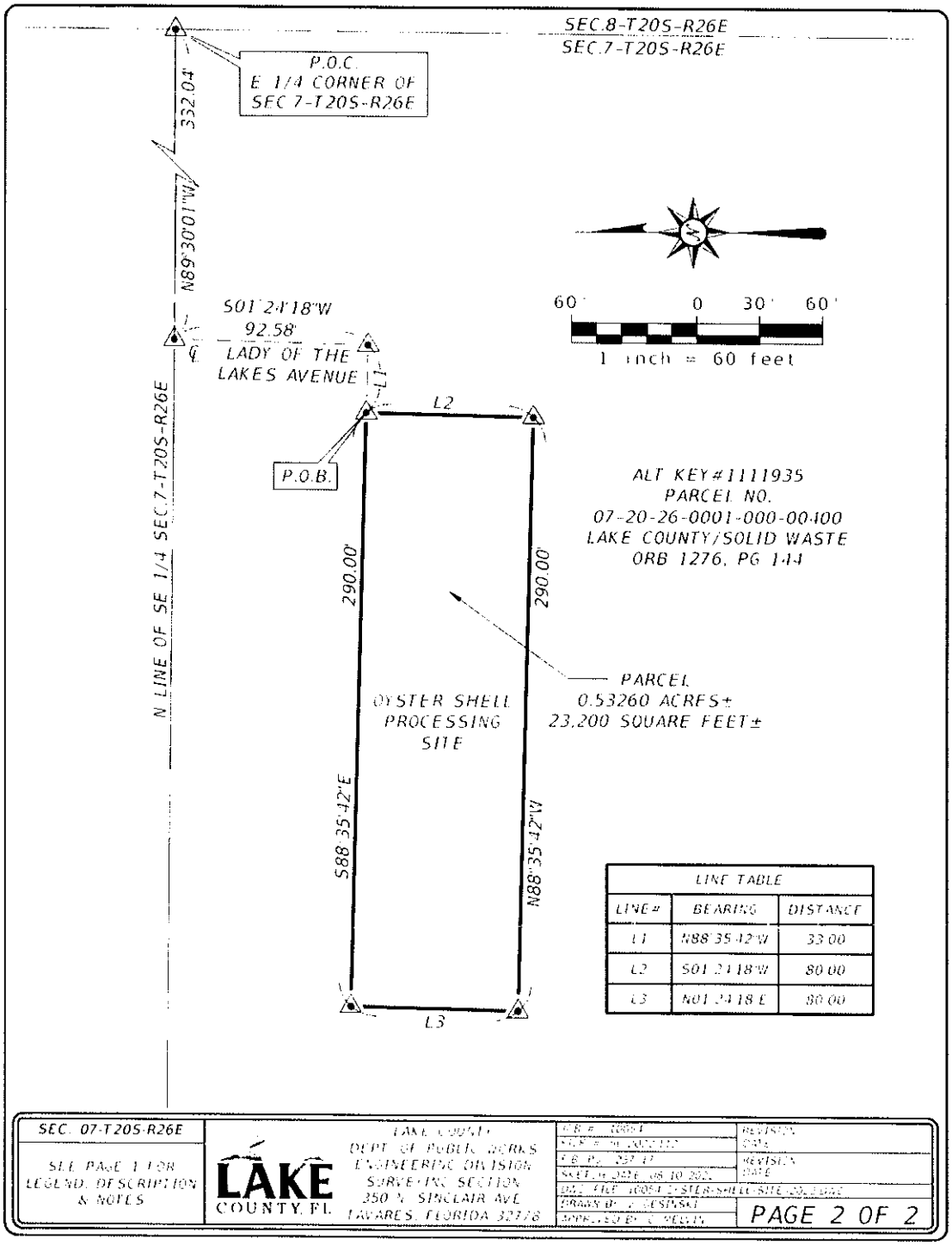
CARY M. MELVIN LICENSE No. 6329 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

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. 07-T20S-R26E	LAKE COUNTY, FL	JOB #: 10054	REVISION DATE:
SEE PAGE 2 FOR SKETCH	LAKE COUNTY DEPT. OF PUBLIC WORKS ENGINEERING DIVISION SURVEYING SECTION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778	FILE #: SL-2022.112	
		F.B./PG.: 237/17	REVISION DATE:
		SKETCH DATE: 08/10/2022	
		DWG. FILE: 10054-OYSTER-SHELL-SITE-2022.DWG	
		DRAWN BY: V. GESINSKI	PAGE 1 OF 2
		APPROVED BY: C. MELVIN	

EXHIBIT A – PAGE 2 OF 2



SECOND AMENDMENT TO REVOCABLE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN LAKE COUNTY AND COASTAL CONSERVATION ASSOCIATION, INC. REGARDING AN OYSTER SHELL STORAGE SITE AT THE ASTATULA LANDFILL

THIS SECOND AMENDMENT to the Non-Exclusive License Agreement ("Amendment") is made by and between **Lake County**, Florida, a political subdivision of the State of Florida, hereinafter the "COUNTY," whose address is Post Office Box 7800, Tavares, Florida 32778, and the **Coastal Conservation Association, Inc.**, a Florida not for profit corporation, hereinafter "CCA," whose address is Post Office Box 568886, Orlando, Florida 32856.

RECITALS

WHEREAS, CCA and COUNTY entered into a Revocable Non-Exclusive License Agreement dated December 5, 2016 ("the Agreement"), to utilize a portion of property owned by the COUNTY located at the Astatula Landfill, 13130 County Landfill Road, Tavares, Lake County, Florida (Alternate Key 1111935) hereinafter "Property," as an oyster shell storage site; and

WHEREAS, on February 14, 2023, the parties entered into a First Amendment to the Agreement changing the location of the oyster shell storage site (the "Licensed Area" as depicted on **Exhibit A**, attached hereto and incorporated herein) within the Property and to allow for construction of a concrete pad within the Licensed Area; and

WHEREAS, CCA now wishes to expand their use of the Licensed Area to include growing mangroves within the Property ("Mangrove Project") and the parties wish to amend the Non-Exclusive License Agreement to reflect the additional project.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the COUNTY and CCA hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Amendment.** The parties wish to amend the Agreement to include the Mangrove Project within the Property, which includes the following conditions:

A) Mangrove Project.

i. The Mangrove Project is being conducted on the Property as a test site due

to the sensitive nature of mangroves for a period of six (6) months from the date of this Second Amendment and will be conducted fully within the boundaries of the Licensed Area. Approximately half of the Licensed Area will continue to be used as an Oyster Shell Storage Site. CCA anticipates that the co-location of the two projects shall be an efficient use of property and shall not negatively impact either project. The mangroves will be in small clay pots and no additional water or electricity will be needed. CCA will continue to comply with all indemnification and liability insurance requirements as set forth in the Agreement and First Amendment. If any fencing is required, CCA will install and maintain any fencing at its sole cost.

ii. Should the Property prove to be conducive for the Mangrove Project as determined by the COUNTY after the conclusion of the test period, the COUNTY agrees to file a rezoning application requesting horticulture uses on the Property and CCA agrees to provide any necessary documents (site plans, survey, etc.) required, at its sole cost, to facilitate the rezoning for the Mangrove Project. However, should the rezoning application be denied by the Board of County Commissioners, CCA agrees to stop the Mangrove Project immediately and remove any items related to the project at its sole cost.

B) Storage Container or Greenhouse. Pursuant to the terms detailed herein, CCA may add a storage container, greenhouse or shed ("Storage Unit"), within the bounds of the rectangular area previously labeled "Oyster Shell Processing Site" on the survey attached as **Exhibit A**, with the following conditions:

i. The Storage Unit shall be professionally constructed in a manner compliant with any and all applicable laws, safety practices, and industry standards. CCA shall ensure that construction does not interfere with the COUNTY's operations on the Property in any way. CCA shall be solely responsible for obtaining any necessary permits, and for all costs of construction, engineering, surveying, and maintenance that may be required. COUNTY will assist in executing any necessary permit applications to facilitate the Storage Unit. However, should CCA be unable to obtain the necessary permits, CCA agrees to remove any unpermitted structures.

ii. Upon termination of this Agreement, if County requests that the Storage Unit be removed, CCA will be solely responsible for the prompt removal of the Storage Unit associated therewith.

3. Effect of Second Amendment. All other provisions of the Agreement and First Amendment will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Amendment conflicts with the Agreement, this Amendment will govern.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by CCA, signed by its President.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
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

COASTAL CONSERVATION ASSOCIATION, INC.

Brian Gorski, Executive Director

This 29 day of April, 2026.

WITNESSES:

1. _____
Signature

ADAM Miller
Print Name

2. _____
Signature

Zack Battley
Print Name

EXHIBIT A - PAGE 1 OF 2

PROJECT: OYSTER SHELL PROCESSING SITE
OWNER: LAKE COUNTY
PARCEL NO.: 07-20-26-0001-000-00400
ALTERNATE KEY: 1111935

SKETCH OF DESCRIPTION

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 THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N89°30'01"W, ALONG THE NORTH LINE SAID SOUTHEAST 1/4 OF SECTION 7, 332.04 FEET, MORE OR LESS, TO THE CENTERLINE OF LADY OF THE LAKES AVENUE; THENCE S01°24'18"W, ALONG SAID CENTERLINE, 92.58 FEET; THENCE N88°35'42"W, 33.00 FEET, TO THE POINT OF BEGINNING; THENCE S01°24'18"W, 80.00 FEET; THENCE N88°35'42"W, 290.00 FEET; THENCE N01°24'18"E, 80.00 FEET; THENCE S88°35'42"E, 290.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.53260 ACRES (23,200 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 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 26 EAST, BEARING N89°30'01"W.
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.

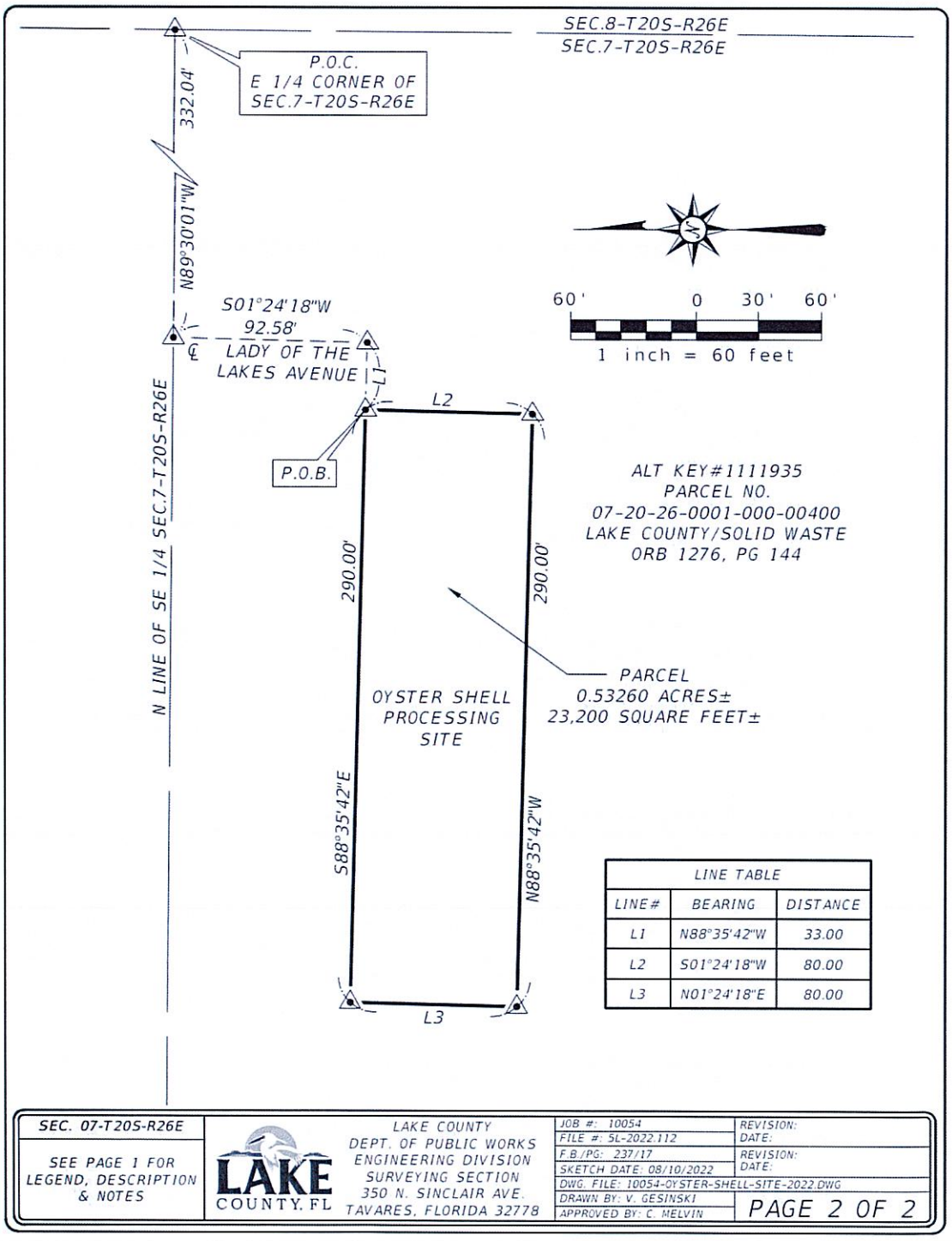
CARY M. MELVIN LICENSE No. 6329 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

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. 07-T20S-R26E	LAKE COUNTY DEPT. OF PUBLIC WORKS ENGINEERING DIVISION SURVEYING SECTION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778	JOB #: 10054	REVISION: DATE:
SEE PAGE 2 FOR SKETCH	LAKE COUNTY, FL	FILE #: 5L-2022.112	
		F.B./PG: 237/17	REVISION: DATE:
		SKETCH DATE: 08/10/2022	
		DWG. FILE: 10054-OYSTER-SHELL-SITE-2022.DWG	
		DRAWN BY: V. GESINSKI	PAGE 1 OF 2
		APPROVED BY: C. MELVIN	

EXHIBIT A – PAGE 2 OF 2

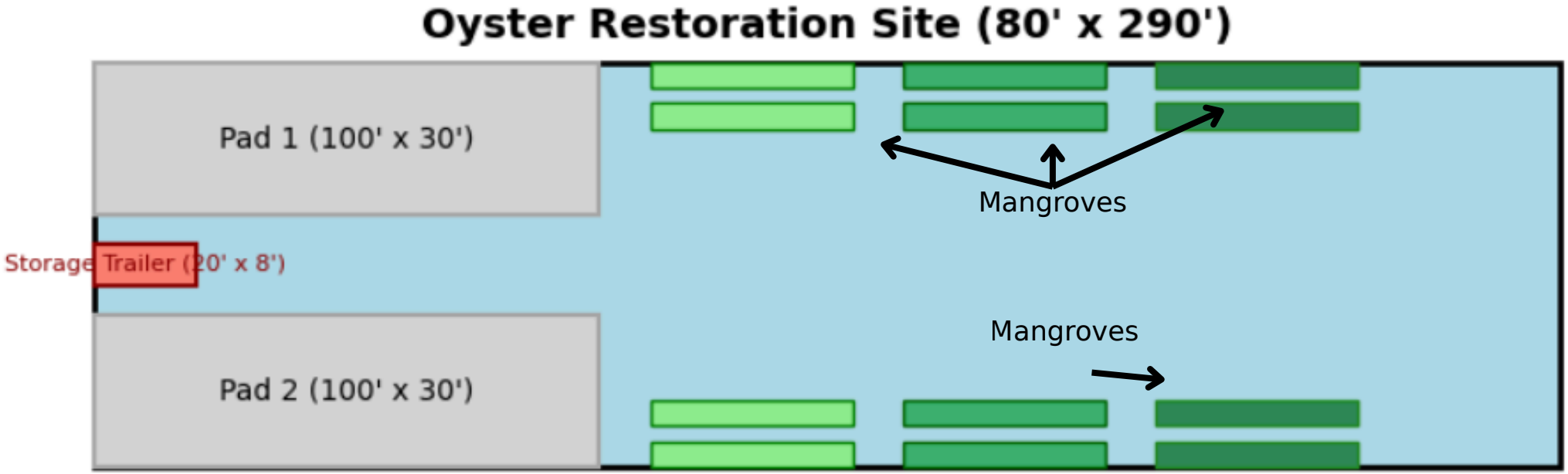


LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N88°35'42"W	33.00
L2	S01°24'18"W	80.00
L3	N01°24'18"E	80.00

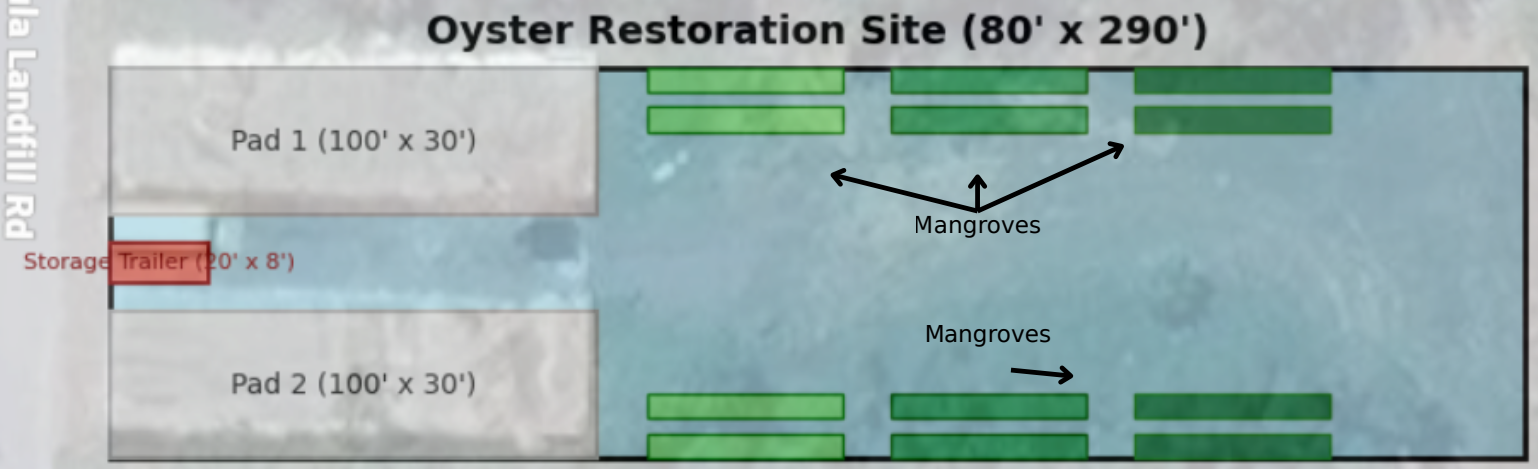
SEC. 07-T20S-R26E	LAKE COUNTY DEPT. OF PUBLIC WORKS ENGINEERING DIVISION SURVEYING SECTION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778	JOB #: 10054	REVISION:
		FILE #: SL-2022.112	DATE:
SEE PAGE 1 FOR LEGEND, DESCRIPTION & NOTES		F.B./PG: 237/17	REVISION:
		SKETCH DATE: 08/10/2022	DATE:
		DWG. FILE: 10054-OYSTER-SHELL-SITE-2022.DWG	
		DRAWN BY: V. GESINSKI	PAGE 2 OF 2
		APPROVED BY: C. MELVIN	

LAKE COUNTY, FL

Current CCA Florida Lake County Oyster Restoration Site with proposed mangrove expansion and one storage trailer. (80' x 290')



CCA FLORIDA



Astatula Landfill Rd
Astatula Landfill Rd
CCA
FLORIDA

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

DATE: 05/18/2026 **MEETING DATE:** 6/9/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42968
Louis DeLeon, Office of Facilities Management Director
BY: Bill Ponko, Senior Procurement Agent
SUBJECT: HVAC Preventative Maintenance and Repair Services

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 25-921 for HVAC Preventative Maintenance and Repair Services to NASH Plumbing and Mechanical, LLC (Belleview, FL) servicing 237 County-wide HVAC systems; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is $600,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in conjunction with the Office of Facilities Management, issued Invitation to Bid (ITB) 25-921 for HVAC preventative maintenance and repair services. The contract provides for an initial one-year term, and provides for two option periods of two years each. The contract includes semi-annual inspections of the County's HVAC systems, replacement of filters at Fire Rescue locations, and on-call repairs for HVAC systems at outlying locations.

Eight responses were received as shown on the attached tabulation sheet. Staff recommends the award to NASH Plumbing and Mechanical, LLC, the company who provided the lowest responsive and responsible submittal to include both the preventative maintenance and repair services ensuring the continuity of services.

Information in this agenda item is limited as portions of the contract are exempt per Section 119.071(3)(e)1.b., Florida Statutes.

Fiscal Impact: $600,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
General Fund - Facilities	0010	0851420	830460		$600,000.00

Advertised Date: Paper:

Attachments:

1.	Price Tabulation 25-921
2.	Award Recommendation 25-921
3.	Contract 25-921_portions exempt_119.071(3)(e)1.b. FS_NASH signed

STAFF APPROVALS AND DATES:

Bill Ponko	Created/Initiated - 05/18/2026
Ron Falanga	Approved - 05/18/2026
Louis DeLeon	Approved - 05/18/2026
Angela Harrold	Approved - 05/19/2026
Grace Burgos	Approved - 05/19/2026
Kerri Andrews	Approved - 05/20/2026
Roberto Bonilla	Approved - 05/21/2026
Alexis Clark	Approved - 05/21/2026
Kandace Pourbaix	Approved - 05/21/2026
Miranda Lanoue	Approved - 05/21/2026
Jaime Stewart	Approved - 05/21/2026
Melanie Marsh	Approved - 05/26/2026
Jennifer Barker	Approved - 05/27/2026
Marisol Saldana	Final Approval - 05/28/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Bid Tabulation
Solicitation 25-921
HVAC Preventative Maintenance and Repair Services
Bid Opening Date: October 2, 2025
Contracting Officer: Bill Ponko, CPPO, CPPB

County Personnel have recommended to keep the requested repair and maintenance services under the same contract

	Apple A.C. & Heating 13511 Granville Avenue Clermont, FL 34711	E.R.Reeves Corporation d/b/a All Seasons Air Conditioning 871 Cynthianna Circle Altamonte Springs, FL 32701	Hill York Service Co. LLC 3490 SW 30th Avenue Dania Beach, FL 33312	Kalos Services, Inc. 236 Hatteras Avenue Clermont, FL 34711
Preventative Maintenance Total Cost	$75,335.00	$77,935.00	$338,449.09	$136,805.00
Lead worker - regular business hours (8am to 5pm) - Cost per hour	$90.00	$95.00	$150.00	$120.00
Helper - regular business hours (8am to 5pm) - Cost per hour	$90.00	$75.00	$115.00	$75.00
Lead worker - after regular business hours - cost per hour	$135.00	$150.00	$217.00	$180.00
Helper - after regular business hours - cost per hour	$135.00	$95.00	$165.00	$112.50
Materials to be supplied at actual cost plus Contractor's mark-up percentage	15-30%	20%	20%	40%
Percentage of the rate is directly attributed to the cost of fuel?	8%	2%	3%	2%
Which does the firm use: Diesel fuel or Gasoline?	Gasoline	Gasoline	Gasoline	Gasoline
Percentage of the rate is directly attributed to the cost of wages?	40%	40%	60%	2%
Percentage of the rate is directly attributed to the cost of materials?	10%	10%	5%	2%

Bid Tabulation
Solicitation 25-921
HVAC Preventative Maintenance and Repair Services
Bid Opening Date: October 2, 2025
Contracting Officer: Bill Ponko, CPPO, CPPB

County Personnel have recommended to keep the requested repair and maintenance services under the same contract

	Mechancial Management, Inc. PO Box 435 Windermere, FL 34786	NASH Plumbing & Mechanical 5460 SE 133rd Place Belleview, FL 34420	Pilar Services, Inc. 10200 NW 25 Street, Suite 202 Doral, FL 33172	QuesTec Mechanical 1899 Porter Lake Drive Sarasota, FL 34240
Preventative Maintenance Total Cost	71,600.00	$72,780.00	$68,810.00	$105,055.00
Lead worker - regular business hours (8am to 5pm) - Cost per hour	N/A	$95.00	N/A	$117.00
Helper - regular business hours (8am to 5pm) - Cost per hour	N/A	$95.00	N/A	N/A
Lead worker - after regular business hours - cost per hour	N/A	$142.50	N/A	$175.50
Helper - after regular business hours - cost per hour	N/A	$142.50	N/A	N/A
Materials to be supplied at actual cost plus Contractor's mark-up percentage	N/A	15%	N/A	20%
Percentage of the rate is directly attributed to the cost of fuel	N/A	1.50%	N/A	5%
Which does the firm use: Diesel fuel or Gasoline?	N/A	Gasoline	N/A	Gasoline
Percentage of the rate is directly attributed to the cost of wages?	N/A	67%	N/A	60%
Percentage of the rate is directly attributed to the cost of materials?	N/A	2%	N/A	10%

Award Recommendation Number AR-25-921-1

Solicitation Number: 25-921

Title: HVAC Preventative Maintenance and Repair Services

Recommended Vendor: NASH Plumbing and Mechanical, LLC

Total number of responses: 8
Total number of acceptable responses received: 8

Contract Type: Term Contract

Is this purchase related to Information Technology? No
Vehicle Purchase? No
Is Federal or Grant Funded? No

Award Recommendation Type: ITB
Award Recommendation Basis: Total Bid
Comments:

Contracting Officer Comments:

Funding sources:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount	Federal Or Grant Funded
GENERAL FUND - FAC	0010	0851420	830460	N/A	$600,000.00	No

Last Fiscal Year Spend $1,237,628.49 **Fiscal Year Budget** $600,000.00

Initiator Name: Bill Ponko Date: 10/27/2025 2:45:01 PM

Step 3 - Financial Approval: Grace Burgos Date: 11/16/2025 8:00:08 AM

Step 4 - Division Manager: Christina Shelton Date: 11/17/2025 9:04:02 AM

Step 5 - Department Director: Angela Harrold Date: 11/17/2025 9:55:15 AM

Step 10 - Contracting Officer Review: Bill Ponko Date: 11/18/2025 10:46:53 AM

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

DATE: 03/16/2026
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42817
Roberto Bonilla, Assistant County Manager
BY: Bill Ponko, Senior Procurement Agent
SUBJECT: Aboveground Fuel and Fluid Storage Services

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 26-911 with JF Acquisition, LLC, d/b/a JF Petroleum Group (Morrisville, NC) to provide aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at $250,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Annual expenditures will not exceed available funding in future Fiscal Year Budgets.

BACKGROUND SUMMARY: On November 18, 2025, the Sourcewell Cooperative awarded Contract 0981524-JFA (based on a Request for Proposal) to JF Acquisition, LLC, d/b/a JF Petroleum Group (Morrisville, NC) to provide aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services. The Office of Procurement Services, in coordination with the Office of Fleet Management, has identified Contract 081524-JFA's scope of work includes services currently sought by Lake County at competitive pricing.

Contract 26-911 adopts the Sourcewell Cooperative Contract 081524-JFA and will replace expiring Lake County contract 24-725.

Fiscal Impact: $250,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Fleet	5400	0524300	830460		$250,000.00

Advertised Date: Paper:
Attachments:

1.	26-911 - Adoption and Amendment of Soucewell Contract 08154

STAFF APPROVALS AND DATES:

Bill Ponko	Created/Initiated - 03/16/2026
Ron Falanga	Approved - 03/16/2026
Donald Vintilla	Approved - 03/16/2026
Kerri Andrews	Approved - 03/17/2026
Grace Burgos	Approved - 05/01/2026
Paul Rade	Approved - 05/01/2026
Roberto Bonilla	Approved - 05/05/2026
Nickolas Clarke	Approved - 05/05/2026
Rachel Bartolowits	Approved - 05/18/2026
Kandace Pourbaix	Approved - 05/18/2026
Miranda Lanoue	Approved - 05/19/2026
Jaime Stewart	Approved - 05/19/2026
Melanie Marsh	Approved - 05/20/2026
Jennifer Barker	Approved - 05/27/2026
Marisol Saldana	Final Approval - 05/28/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

ADOPTION AND AMENDMENT OF
ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE, SOFTWARE, AND SERVICES

This contract is for the Adoption and Amendment by Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, under the cooperative purchasing agreement for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services, Master Agreement #081524 ("Sourcewell Contract"), entered into between Sourcewell, a Minnesota local government agency and service cooperative created under the laws of the State of Minnesota, (SOURCEWELL) and JF Acquisition LLC dba JF Petroleum Group, a foreign profit limited liability company authorized to do business in the State of Florida (VENDOR).

WITNESSETH:

WHEREAS, on or about November 18, 2024, after complying with a competitive procurement process, SOURCEWELL entered into the Sourcewell Contract incorporated herein as **Exhibit A**, for aboveground fuel and fluid storage with related hardware, software, and services; and

WHEREAS, the Sourcewell Contract between SOURCEWELL and the VENDOR is effective until November 18, 2028; and

WHEREAS, VENDOR is willing to honor the terms, conditions, and pricing of the Sourcewell Contract to provide aboveground fuel and fluid storage with related hardware, software, and services to the COUNTY; and

WHEREAS, the COUNTY and the VENDOR want to enter into this Adoption and Amendment to specify the application of the Sourcewell Contract to the COUNTY and comply with the COUNTY'S procedures; and

WHEREAS, executing this Adoption and Amendment is in the best interests of the COUNTY and the residents of Lake County.

NOW, THEREFORE, the Parties agree as follows:

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

2. Term; Modifications.

A. This Adoption and Amendment shall become effective on the date under the last signature (the "Effective Date") and shall continue for the remainder of the term of the Sourcewell Contract, until the expiration date of November 18, 2028, or until the earlier termination of the Sourcewell Contract by VENDOR or SOURCEWELL. Renewals are contingent upon renewal of the underlying Sourcewell Contract, as well as mutual written agreement of the Parties hereto. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of VENDOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

B. This Adoption and Amendment will remain in effect until completion of all Parties' obligations stated herein and expiration of all express and implied warranty periods.

3. Payment and Invoices.

A. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

B. VENDOR will submit an original invoice to the COUNTY after each service has been completed, or on such other basis as the Parties mutually agree to in writing.

C. VENDOR will honor the pricing and terms set forth in the Sourcewell Contract included in **Exhibit B**, as full and complete payment for services rendered to the COUNTY under this Agreement for Purchase.

4. Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the VENDOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the VENDOR'S office or facility. The VENDOR will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the VENDOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, VENDOR will comply with the Florida Public Records' laws, and will:

i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

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

iii. 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 VENDOR does not transfer the records to the COUNTY.

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

C. IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADOPTION AND AMENDMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT

SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, VENDOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If VENDOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the VENDOR shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Requests to inspect or copy public records relating to the COUNTY'S Contract for services must be made directly to the COUNTY. If VENDOR receives any such request, VENDOR shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the VENDOR of such request, and the VENDOR must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. VENDOR 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. VENDOR 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. VENDOR shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the VENDOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by VENDOR'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. VENDOR authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against VENDOR from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

5. Information Technology/Data Security. With respect to the System and environment the VENDOR uses to provide services, including those for data storage and transmission, VENDOR agrees as follows:

A. Ownership of County Data. Lake County is the owner of its data, data compilations and reports or compilations of its data generated from use of the Licensed System ("County Data"). Notwithstanding anything to the contrary contained in the contract, the COUNTY will have the right to use the VENDOR'S Licensed System to access and have unfettered use of such data, reports, compilations, or information derived from or resulting from the use of the Licensed System or to generate reports from such data, files, or information. VENDOR acknowledges and agrees that the COUNTY is the owner and custodian of the data, compilations, and information, whether or not such is electronically retained and regardless of the retention media and that the use of the Licensed System in relation to such information or data does not in any way restrict COUNTY in the COUNTY'S rights of disclosure of its data and information.

B. County Proprietary Information. VENDOR shall take necessary security measures to ensure that the COUNTY proprietary information cannot be downloaded to or printed from any devices that its employees, contractors, or subcontractors use, including, and without limitation, desktops, laptops, and USB flash drives.

C. County Data. In storing or processing the County Data, VENDOR shall not comingle the County Data with any data from Contractor's other clients.

D. Security Operating Protocols. VENDOR shall employ generally accepted industry security methods and internal security operating protocols to prevent intrusion into the service the VENDOR provides to the COUNTY or interception of data or communications by unauthorized third parties. Such practices must include, without limitation: encryption of data for storage and for transmission; firewall protection; password protection; review of firewall logs and intrusion detection notifications on a daily basis; and update of virus definitions and security patches on an as-needed basis.

E. Hosting Provider. VENDOR shall only use servers located in secure facilities in the U.S. and administered by a third-party hosting provider ("Hosting Provider") to provide services to the COUNTY. VENDOR represents and warrants that each Hosting Provider used by the VENDOR will cause to be conducted, on at least an annual basis, an SSAE 16 Type II (or equivalent) security audit by a reputable security specialist who must identify in a written report (a copy of which must be promptly delivered to the COUNTY upon request and which must be the VENDOR'S Proprietary Information) any readily identifiable security vulnerabilities in connection with the applicable Hosting Provider's services that VENDOR uses and the operating environment.

F. County Data Location. Except for sending the County Data to the COUNTY, VENDOR shall keep the County Data solely in its Hosting Provider's facility or facilities located in the United States and shall not allow such data to leave such facility or facilities in any form.

G. Confidentiality of Data. All VENDOR staff, including any sub-contractors, who may have access to or potential access to any confidential County Data must protect this data from unauthorized access. Under no circumstances may confidential COUNTY employee data be disclosed to parties outside the contract or used for purposes other than the fulfillment of the contract.

H. Confidential and/or Exempt Information. VENDOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, VENDOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. VENDOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed. VENDOR shall be responsible for ensuring that confidential and/or exempt information is provided to its subcontractors only when necessary to complete the Service and shall be responsible for ensuring that confidential and/or exempt information provided to its subcontractors is handled in a manner that preserves its confidentiality and/or exempt information nature. VENDOR shall ensure that all materials provided to subcontractors are returned as required under this provision. VENDOR must include confidentiality provisions no less stringent than those herein in its agreements with subcontractors.

I. Backup Materials. VENDOR shall maintain backup servers as well as a complete and current backup copy of the System that the VENDOR uses to provide services to the COUNTY and the data processed through the System ("Backup Materials"). Backup Materials must be maintained at a separate physical location in the United States. If access or use of the service is interrupted, the appropriate backup must be activated within four (4) hours to minimize disruptions.

J. Security Breach Notification. VENDOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance Contractor experiences or learns of that

either compromises or could reasonably be expected to comprise County Data through unauthorized use, disclosure, or acquisition of County Data ("Security Breach"), VENDOR shall immediately notify COUNTY of its discovery. After such notification, VENDOR shall, at its own expense, immediately:

i. Investigate to determine the nature and extent of the Security Breach.

ii. Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

iii. Report to COUNTY the nature of the Security Breach, the County Data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what VENDOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action VENDOR has taken or will take to prevent future similar unauthorized use or disclosure.

6. **Application to Lake County**. All terms applicable to the Sourcewell Contract shall apply to COUNTY and all references to "Supplier" in the Sourcewell Contract will be construed as referring to the VENDOR under this Adoption and Amendment.

7. **Notices.** The VENDOR shall provide any notices to the COUNTY as required under this Adoption and Amendment to the following locations:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:
County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

8. **Insurance**. VENDOR shall, at minimum, have and maintain the types and amounts of insurance outlined in the Sourcewell Contract.

A. VENDOR shall also list the COUNTY as an additional insured:

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FLORIDA 32778-7800

9. **ADA Requirements**. VENDOR shall ensure that all deliverables, including without limitation websites, web applications, mobile applications, software, electronic documents, multimedia content, digital platforms, and any related user interfaces or content made available to end users by VENDOR for use by COUNTY under this Adoption and Amendment, are Accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level

AA, as amended. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. VENDOR shall promptly remediate any nonconformance discovered or reported, at no additional cost to County. This duty to remediate at VENDOR's cost shall survive the termination of this Agreement. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this Adoption and Amendment and VENDOR being held liable for any damages or costs incurred by COUNTY as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

10. Effect of Amendment. All other provisions of the contract and any amendments thereto will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Adoption and Amendment conflicts with the Sourcewell Contract, this Adoption and Amendment will govern.

11. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Adoption and Amendment is governed by the laws of the State of Florida. Any and all legal action arising out of this Adoption and Amendment will have its venue in Lake County and the contract will be interpreted according to the laws of Florida. Arbitration will not be used as a means for dispute resolution. BOTH PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM THIS ADOPTION AND AMENDMENT.

12. Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statues, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY that (1) it is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) it is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

13. Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and shall provide the COUNTY with a signed affidavit.

14. Scope of Contract for Adoption & Amendment. This Adoption and Amendment is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Adoption and Amendment, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Adoption and Amendment will need to be added via written addendum, and pricing negotiated based on final specifications. This Adoption and Amendment includes the following terms and attachments, all of which are incorporated herein:

Exhibit A..... Sourcewell Contract with JF Acquisition LLC
Exhibit B..... Pricing Sheet

IN WITNESS WHEREOF, the Parties have signed this contract through their duly authorized representatives on the date under each signature.

VENDOR

JF ACQUISITION LLC

By: _____

Steve Bernstein, Vice President, Commercial Sales

This 13th day of MARCH, 2026.

COUNTY

LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

Exhibit A

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081524-JFA

MASTER AGREEMENT #081524
CATEGORY: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services
SUPPLIER: JF Acquisition, LLC dba JF Petroleum Group

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and JF Acquisition LLC dba JF Petroleum Group, 100 Perimeter Park Drive, Suite H, Morrisville, NC 27560 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 18, 2028, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 081524 to Participating Entities. In Scope solutions include: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services including, but not limited to:

   A. Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids;

   B. Mobile fuel, fluid, and gas storage solutions;

   C. Hardware related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. and b. above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories;

   D. Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. - c. above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed; and,

   E. Services related to the solutions described in subsections 1.a. – d. above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

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conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

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contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

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certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission or willful misconduct in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of

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the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to the other party's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

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2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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081524-JFA

Sourcewell	JF Acquisition, LLC dba JF Petroleum Group
Signed by: Jeremy Schwartz C0FD2A139D06489... By: _____	DocuSigned by: Steve Bernstein 187400F73F1446A... By: _____
Jeremy Schwartz	Steve Bernstein
Title: Chief Procurement Officer	Title: Commercial Sales Vice President
Date: 11/18/2024 | 9:52 AM CST	Date: 11/18/2024 | 10:25 AM EST

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RFP 081524 - Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

Vendor Details

Company Name:	JF PETROLEUM GROUP
Does your company conduct business under any other name? If yes, please state:	JF ACQUISITION, LLC (dba JONES & FRANK)
Address:	6701 NORTHPARK BLVD SUITE B CHARLOTTE, NC 28216
Contact:	Bryant Corpening
Email:	bcorpening@jfpetrogroup.com
Phone:	704-777-7961
HST#:	01-0937618

Submission Details

Created On:	Friday June 28, 2024 14:18:58
Submitted On:	Thursday August 15, 2024 13:11:14
Submitted By:	Bryant Corpening
Email:	bcorpening@jfpetrogroup.com
Transaction #:	5b27148e-80f7-420a-9d66-218b081ae8f4
Submitter's IP Address:	24.199.136.42

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Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	JF Acquisition, LLC dba JF Petroleum Group
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	5L285
5	Provide your NAICS code applicable to Solutions proposed.	423830
6	Proposer Physical Address:	100 Perimeter Park Drive, Suite H, Morrisville, NC 27560
7	Proposer website address (or addresses):	www.jfpetrogroup.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Steve Bernstein, Commercial Sales Vice President, 6701-B Northpark Blvd, Charlotte, NC 28216 sbernstein@jfpetrogroup.com 704-393-8542 x1305
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Bernstein, Commercial Sales Vice President, 6701-B Northpark Blvd, Charlotte, NC 28216 sbernstein@jfpetrogroup.com 704-393-8542 x1305
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bryant Corpening, Commercial Sales Project Bid Coordinator, 6701-B Northpark Blvd, Charlotte, NC 28216 bcorpening@jfpetrogroup.com 704-393-8542 x1316

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *

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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	JF Petroleum Group started in the year 1945 in Hampton, VA providing aboveground fuel and fluid storage tank products and services. Since 1945, the company has grown organically and through acquisitions. Today, JF Petroleum Group is the nation's largest fuel and fluids storage systems with related hardware, software, and services turnkey solutions provider to the North American fueling infrastructure industry. The company distributes, installs and services aboveground fuel and fluids storage equipment and services for retail fueling stations, commercial and government fleets, and emergency power customers. JF Petroleum operates a network of 46 branch offices and 5 distribution centers (new California 6th distribution center opens in 2 months) with over 1,700 employees across the United States. We have provided a HISTORY OF JF in the financial strength and stability folder. BUSINESS PHILOSOPY: MISSION STATEMENT To be a trusted partner, offering the most comprehensive range of products and services at the highest quality and a great value. VISION STATEMENT To enhance convenience and the quality of life of the people in the communities we serve by providing intelligent & sustainable energy solutions enabling a more prosperous, safe and greener future. PROVIDE. BUILD. SERVE. CORE VALUES We are... A Trusted Parner - We are a Trusted Partner to our customers and suppliers. A Higher Quality - We are committed to providing the highest degree of Quality in every product, service and solutions we offer. A Team - Teamwork is essential to success. Therefore, we work together to ensure our customers have the best experience. Innovators - We are Innovators and Change Leaders who dare to be different. We challenge the old ways of doing business and offer creative solutions powered by the best enabling technologies. Positive Citizens - We care about our communities and the environment and believe it is our duty to be socially and environmentally responsible. Passionate - We love what we do and push ourselves to be our best every day. JF has a plethora of tenured experts with over 20 years of industry experience. Our unparalleled expertise and experience is used in providing customer solutions.
12	What are your company's expectations in the event of an award?	JF has a current Sourcewell contract. We had an extremely slow start, as the contract started during Covid. Our third year started with traction. Year two growth over year one (2021) was over 50%. Year three growth over year two was approximately 600%. Year four (2024) growth will probably be around 50%. We are building up a lot of positive momentum. Our expectations are to substantially increase sales in SLED government, education, and non-profit sectors. Such an award will position us to capture detailed national market segment focus, allowing us to provide quality aboveground fuel and fluid storage products, services, and turnkey solutions to existing and new Sourcewell customers. Additionally, we expect large growth of accretive revenue, thereby bringing a lot of new customers in to ultimately help strengthen Sourcewell's customer base.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	JF is a privately held company. We are the largest company of what we do in the industry. We included our high bonding capacities level letter; certificate of insurance with very high insurance levels ($15M), letter on financials (well above $500M), and a company national strength and breadth presentation (uploaded in strength folder). We are the largest company of fuel and fluid storage systems and services solutions in our industry. JF routinely performs multi-million-dollar projects. JF is the largest distributor customer for the industry's best in class manufacturers including Gilbarco, Veeder Root, Gasboy, OPW, Franklin, Bravo and others. Trade reference contacts have been provided (uploaded in strength folder). JF has a commitment to customer satisfaction, which results in a preferential business partnership with customers.
14	What is your US market share for the solutions that you are proposing?	Less than10% (industry market size guestimate is $15-20B) There is no empirical data available for validating the market size. This is based on conversations with industry leaders. JF has the capability to provide our services and solution in US territories that are Sourcewell members.
15	What is your Canadian market share for the solutions that you are proposing?	0% JF has the capability to provide our services and solutions in Canada. We are looking forward to growth opportunities in Canada.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None (N/A)

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17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company focus is both unique and we offer many diverse solutions. We are both a distributor and a turnkey solutions services provider. We are the largest distributors for the best-in-class industry manufacturers. We have a robust e-commerce replacement parts platform. We perform design-build, integrated turnkey storage solutions and provide warranty and ongoing break-fix maintenance. JF Petroleum Group is rapidly growing as a much larger self-performing, national turnkey solutions provider. (a). The JF Petroleum Group line card is a testament to our distributorship authorization, as we distribute hundreds of fuel and fluid storage system products. (b). We directly service over 2/3 of the United States and use a combination of our in-house teams, our national projects group and a network of third-party industry firms in other states to provide turnkey services nationally.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	JF is licensed to do business in all 50 states and Puerto Rico. Different licenses are required - some states require a general contractors license, some require a state tank contractor's license, some require a servicing contractor's license; some a third-party certification and some don't require any licensing/certification. We have the licenses where we routinely perform work and utilize properly licensed firms if we do not currently hold the license ourselves. We belong to the Petroleum Equipment Institute and have aligned ourselves with peers across the country where we need to perform services in areas we are not currently licensed.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None (N/A)
20	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None (N/A)
21	Describe any relevant industry awards or recognition that your company has received in the past five years	Vendor of the Year Award – NC Petroleum & Convenience Marketers (NCPCM) – 2019 50 Year Membership Award – NC Petroleum & Convenience Marketers (NCPCM) – 2019 Multiple Years - Distributor of the Year / Circles of Excellence - Gilbarco/Veeder Root/Gasboy Dover Fueling Solutions - 2023 Sales Excellence Award Petroleum Equipment Institute: Committee Chair * Recommended Practices for the Design, Installation, Operation and Maintenance of Compressed Natural Gas Vehicle Fueling Facilities * Recommended Practices for the Installation of Aboveground Storage Systems for Motor-Vehicle Fueling 2022 Saint Jude Research Hospital - Golf Sponsor Award
22	What percentage of your sales are to the governmental sector in the past three years	< 10% JF's entire sales are massive. We sell far more outside of government entity sales.
23	What percentage of your sales are to the education sector in the past three years	< 5% JF's entire sales are massive. We sell far more outside of educational sector.
24	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Texas Buy Board - Approx. $300,000 (JF acquired a Texas based company that has a Texas Buy Board contract) 791 Co-op - $0 (EVSE supply contract) We are most interested in utilizing Sourcewell.
25	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None (N/A)

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Table 2A: References/Testimonials

Line Item 26. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Charlotte, NC	Doug Pierotti	704-432-5212	*
Spartanburg County, SC	Randy Spake	864-706-6605	*
Craven County, NC	Gene Hodges	252-636-6600	*
Wharton Smith, FL (Port St. Lucie Schools)	Donald Williams	561-748-5956	
Santee Cooper, SC	Melanie Goings	843-761-8000	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
27	Sales force.	JF Petroleum Group has more offices and more coverage allowing us to provide quality solutions and services to more customers. This business model has enabled us to provide expert consultative solutions to address customer needs. JF has over 60 sales personnel with over 25% specifically focused on the commercial market segment of government, education and non-profit entities. Other JF sales personnel also have municipal customers. We also have 8 CSRs/SSS, several Project Bid Coordinators who assist with sales pricing, and 11 dedicated personnel on our E-commerce Team. This sales model allows us to provide coverage anywhere and respond quickly. JF has 1700 direct employees, many of whom touch customers daily. We have over 800 field, installation and service personnel, allowing us to cover anywhere quickly. These personnel regularly interact with multiple customers daily. Sales and service personnel interact internally to assure proper solutions and services for our customers.	*
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	JF Petroleum Group sells directly to government, educational, and non-profit entities and does not use a dealer network. JF utilizes in-house personnel in providing as many solutions as possible. In certain geographical areas, JF has a network of third-party providers available to supplement and deliver our solutions.	*
29	Service force.	JF Petroleum Group has over 800 trained field services personnel with applicable certifications and a national projects group. This allows broad coverage anywhere, allowing us to respond quickly. In certain geographical areas, JF has a network of third-party service providers available to supplement our service team. JF has centralized dispatch for handling service calls and dispatches. Multiple levels of service management ensure customer satisfaction. JF provides KPI metrics relative to SLAs. Our vehicles are equipped with GPS and forward-facing cameras.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are processed and handled directly with JF Petroleum Group. If a customer does not already have an account with us, a new account is established for them. An assigned salesperson in conjunction with a specialty CSR/SSS will process the order. Depending on if it is parts or equipment only order, or if it is a turnkey service solution order, a process administrator or other team member(s) will also be engaged with order fulfillment. Parts orders received by 3pm are shipped out the same day from one of our 5 (soon to be 6) distribution centers.	*

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31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	A special Sourcewell member email address is utilized. JF Petroleum Group assigns a Sourcewell Account Manager for equipment/system needs. This will include needs analysis and customer pricing. A customer account is established. Once a purchase order from a Sourcewell member is received, we will verify all information for accuracy and send an order confirmation to the member. A project manager will subsequently be assigned to the member where installation services apply. JF Petroleum Group uses Procore for turnkey installation activities and scheduling. All inquiries are generally responded to the same day, but no later than the next business day. E-commerce team is staffed to help with replacement parts questions and parts ordering. E-commerce parts orders for in-stock parts received before 3pm are shipped the same day. Live chat and phone communications are available with our E-commerce personnel to address immediate needs. KPI metrics on shipping and order fulfillment quality are tracked and reported on daily. For service needs, we have a dedicated Customer Care contact number and email portal to our Central Dispatch group for scheduling warranty, PM or break-fix service needs. Generally, we will respond on-site within four hours in an emergency (P1) and twenty-four to forty-eight hours on a routine service call (P2) on a non-emergency call, unless otherwise specified or requested. We have an escalated service response process through service managers to reginal service directors to our national service director. JF provides SLA (service level agreements) to customers establishing response times and commitments. KPI metrics are reported on monthly, including response time, first time fix, correct parts, etc.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Based on our size, JF Petroleum Group is fully able and willing to provide products and services throughout the United States and its territories to all Sourcewell participating entities. JF has 1700 personnel to directly provide products and services and a supplemental network of peers where needed. We offer 24/7 service.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	JF Petroleum Group is able and willing to provide products and services in Canada. Peer network subcontractors will be utilized to help provide these solutions to ensure compliance with CUL and AHJ requirements. Transactions will be done in US dollars. Pricing will exclude any government taxes, special inspections, etc.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. JF will fully service all geographical areas of the US and Canada.
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None. JF Petroleum Group will be fully servicing all Sourcewell participating entity sectors.
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Special travel, tool and transportation charges would apply. These would be identified to the members as part of the pricing process on our detailed quotes.
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. JF will extend terms of any awarded master agreement to non-profit entities.

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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	JF Petroleum Group has a current Sourcewell contract. We included an updated marketing plan as an attachment, along with samples of our marketing materials. Our strategy includes a dedicated Sourcewell account manager, introductory Sourcewell sales team meetings, email blasts, trade shows, personal sales calls, website promotions, key vendor and partner notification, among others. We will implement greater utilization of social media. We will continue to add our awarded Sourcewell contract logo to our email signature line and to all marketing materials.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	JF regularly (ie. daily) utilizes Linked-In, X (formerly Twitter), Facebook, and Instagram. Our use of technology would include posts, E-blasts, search engine optimization and multiple social media venues, among others. We will also utilize a Sourcewell landing page on JF website. We would like to see what Sourcewell has available and has used that may also assist us in this endeavor.	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We would request access to Sourcewell member mailing lists and contact information, tradeshow promotional materials with Sourcewell logo, introductory sales training and Sourcewell indoctrination program to utilize as relative to JF Petroleum Group company culture and our sales process. We would expect any inbound inquiries or leads to be forwarded. Initial and ongoing Sourcewell training will occur throughout contract deployment. JF will integrate a Sourcewell awarded agreement into our sales process by our sales personnel bringing up Sourcewell in all conversions with SLED and various other entities. We will also include the awarded Sourcewell contract logo in email signature lines. Pipeline calls are conducted weekly, reinforcing Sourcewell contract utilization.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, replacement parts are available through our E-commerce website. Our website is robust and similar to leading online companies today. Our customers create a personal login and password to take advantage of our user-friendly intuitive system. A uniquely customized catalog and personalized shopping experience can be created for customer. We have a dedicated parts team for user support. The E-commerce website is available 24/7/365 and is very mobile friendly, and also includes live chat.	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	JF Petroleum Group provides as standard, the commissioning and startup/operator training. Costs are noted and included as part of our installation services. We also provide maintenance discussions and operator/maintenance documentation. JF can provide PM program and inspection/regulatory compliance services, or other customer requested services at additional cost. This additional cost is based on site-specific needs. JF provides product, equipment, maintenance and operator training at time of commissioning/start-up. Additional or return trip training can be provided at an additional charge. Contact JF for additional information.	*
43	Describe any technological advances that your proposed Solutions offer.	JF technological advances and solutions far surpass the competition. Remote monitoring/diagnostics, web security, carbon footprint reduction, passive fueling/RFID, and idle reducing technologies are some of the technological advances offered. Our pass tools enable real-time inspection and compliance data. JF implemented SentryTech technology allowing us to perform remote diagnostics and reduce unnecessary nuisance service calls, lowering costs and increasing up-time. Additionally, alternative fueling systems with remote diagnostics (ie. CNG, Hydrogen, EV, Propane, etc...) are available. JF vehicles utilize GPS for allowing quick response, especially in emergency situations (ie. site down, can't dispense product). JF vehicles utilize forward facing cameras to enhance safety and help reduce our insurance costs. We utilize Service Max ERP leading technology platform, enabling us to provide stellar KPI metric reporting capabilities. This allows us to conduct periodic reviews with customers on SLA performance.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Steel from tank systems is a recyclable material. Gasoline storage systems are equipped with EPA stage one vapor recovery systems to reduce atmospheric emissions. JF's manufacturers, several of whom carry an ISO 9001 rating, also recycle excess metals, such as brass, iron, and steel in their production processes. Additionally, JF's alternative fuel systems such as Hydrogen, CNG, Propane, EVSE, etc. reduce EPA NOX. Materials such as cardboard, paper, plastic and glass are also recycled. JF provides systems for recycling used oils and waste coolants, amongst others. JF also provides customized systems utilizing solar power. JF also provides rainwater harvesting solutions. Our solutions provide for greatly increased fuel efficiency and idle time reduction in addition to reducing NOX emissions. JF provides all types of UL listed LED lighting, meeting EPA energy efficiency standards.	*

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45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Several of our vendors are ISO 9001 rated. Additionally, ignitable liquid products and other system products are rated as listed/approved by various organizations such as UL, cUL, FM, ETL, CSA, CE. Some of our energy efficiency products include LED lighting, utilization of incorporating solar panels, water reclamation and harvesting and gray water storage systems and premanufactured grass turf (no water needed). There are obvious industry recognized benefits for an owner utilizing alternative fuel storage systems for alternative vehicle fueling (ie. E-85, Bio Diesel, EV, Hydrogen, Propane, CNG, etc...). DEF(Diesel Exhaust Fluid/Urea) systems are provided and installed as per ISO 22241 standard.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	JF Petroleum Group has 1700 employees and is the largest solutions provider in our industry. We are uniquely poised to provide turnkey solutions to all Sourcewell members in all geographical areas. JF is licensed and conducts business in all 50 states and Puerto Rico. JF is the only national sole-source, turnkey services provider, usually self-performed. We offer a broad depth of experience and expertise with fuel and fluids storage systems. Also, we have a focused VP and Sales & Services division in the Sourcewell member marketplace. JF has industry leading products from 200+ suppliers. We also have a large Disaster Relief Team geographically deployed in events such as hurricanes and other weather-related events. Where required, JF complies with Buy America / Buy American Requirements. We are a one-stop shop, handling any customer need. We have 8 training centers nationally, 5 distribution centers (soon to be 6), and 46 offices across the United States. JF has full-service offices on the west coast, central US and east coast fully servicing the US. We are a unique turnkey Fuel and Fluid Hardware, Software and Services specialty company and we are the largest industry services provider in North America. We are a specialty Hardware, Software and Services Systems Integrator We are growing substantially throughout the United States. We have 45 offices, 5 national distribution centers (+ our new large California 6th distribution center opens in 2 months), 1700 employees (GOO technicians/200 field construction) and provide equipment distribution, 24/7 service, installation, construction, general contracting, environmental compliance, regulatory compliance and indirections, heavy maintenance and many other offerings. Our fuel/fluid solutions are turnkey with equipment and installation, including, but are not limited to tanks/pumps/tank monitoring/leak detection/fuel management/fluids management/fluid handling/air & reel equipment/compressed air/shop equipment/DEF-urea, systems engineering, and alternative fuel solutions including propane/compressed natural gas/hydrogen/solar/EV. (Note that due to the engineer needed, CNG, Hydrogen, Solar and EV are typically customized turnkey solutions based on a customer's site specific needs). Canopies, fuel islands, bulk loading systems, storage buildings, generators, lighting, fencing, storage racks, ancillary shop equipment and even fuel would be provided for a true turnkey solution. We also provide underground tank systems, oil water separators and can tie these into the same systems as Aboveground tanks. We provide equipment shops with tanks and pumps for various new and used fluids along with air systems and exhaust systems. Reels are used to dispense various products and we have software that ties fuels,fluids and alternative fuels/EV in 1software program or separate, if the customer wants. These software programs export data into the customers' fleet maintenance packages. Fleet tracking hardware and software is also available. Many SLEDs include, but not limited to, fleets, school busses, municipal transit, public transit, sanitation, landfills, central energy plants, marinas, parks & rec, water-wastewater treatment plants; boilers/generators, data centers, emergency evacuation facilities, police/sheriff, fire, emergency rescue/EMS, correction facilities, water/sewer, hospitals, housing, etc, etc, along with tribal/non-profit entities that have needs for our solutions offerings Deployment: JFPG would also work with other Awarded Sourcewell Contract Vendors to fully integrate turnkey solutions; examples include other equipment manufacturers, fuel providers, generator providers, GPS providers, etc) to integrate with our turnkey solutions Leasing would be offered thru NCL We provide and perform design-build turnkey/regulatory compliance/systems inspections/systems related software (ie, tank monitoring; leak detection; fuels/fluids/alt fuels/EV/management systems, etc. software); spare/replacement parts.

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47	Describe the security system in place for protecting and controlling access to your solutions.	JF security systems include the following: * Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems). * Limit information system access to the types of transactions and functions that authorized users are permitted to execute. * Verify and control/limit connections to and use of external information systems. * Control information posted or processed on publicly accessible information systems. * Identify information system users, processes acting on behalf of users, or devices. * Authenticate (or verify) the identities of those users, processes, or devices as prerequisite to allowing access to organizational information systems. * Sanitize or destroy information system media containing sensitive information before disposal or release for reuse. * Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals. * Escort visitors and monitor visitor activity; maintain audit log physical access; and control and manage physical access devices.
48	Describe how you will secure any participating entities' data captured during transactions.	All data stored in 365 is protected by firewalls, encryption, multi-factor authentication, identity management, patch management, logging and antivirus. Our policies are written to specifically address our data, data of customers, and personally identifiable information (PII); including, the technical, procedural and physical controls required to protect data, and which meets regulatory requirements. All public-facing systems have multi-layered defenses; including: multi-tier firewall system, host-based intrusion detection, intrusion prevention, logging, 24x7 monitoring and alerting. All employees and/or 3rd parties who will have access to ESG systems or data have unique IDs that provide individual accountability to all systems. Systemic controls are in place requiring passwords to meet the following requirements: 1) at least 8 characters in length, 2) include alpha, numeric & special characters, 3) changed at least every 90 days, and 4) cannot be the same as any of previous 12 passwords All privileged access is granted on a least privileged basis, activities are logged and reviewed, activities can be attributed to the individual performing the action, access requirements are reviewed at least quarterly, and direct access to data is restricted. Our typical solution is SOC2 compliant for data protection on a secured cellular connection. A LAN connection uses port forwarding rules and protocols for protection measures.
49	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	JF fuel and fluid management system solutions provide efficiency via increased and enhanced throughput by process automation resulting in time and cost savings. Alerts and alarms can be remotely communicated, thus enabling quick action to reduce risk and liability issues. Siting for new installation maximizes utilization and throughput efficiencies. JF's equipment solutions allow for fueling of multiple vehicles simultaneously, reducing fueling time. JF has high volume pumping and dispensing systems available to enhance throughput. Customer's fuel and fluid delivery vehicles receive faster turn-around, shortening delivery cycles. JF can provide tanks up to 70,000 gallons, allowing customer fuel and fluid buying efficiencies. JF provides energy efficient LED lighting systems for canopies, buildings, and yards. High level shut-off and alarms are provided to prevent overfill situations. Level indication is provided to ascertain ullage. Passive fueling systems are also available to further save time and data collection, and ensure on-time equipment maintenance, thus preventing excessive costs for improperly maintained equipment. JF provides solar and turf providing energy efficiency in the siting of systems. JF oil water separators and rainwater harvesting systems will also provide fuel and fluid site system efficiencies. Utilizing JF provided equipment and systems will enhance uptime, reduce costs, save money, save time, reduce risk and liability, providing safe and efficient fuel and fluid storage and dispensing systems.
50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	JF has great relationships with local code AHJs as we routinely work with them. JF experts have consultative code expertise and engage regularly with multiple parties to ensure code and environmental regulations, and best practices are followed. Participating entities include, but are not limited to JF licensed engineers, manufacturers, PEI (Petroleum Equipment Institute) industry recommended practices, state and local regulators and regulations, fire/building codes etc..., 40 CFR 110/112 Oil Discharge Act, EPA 40 CFR 280 as applicable, manufacturers' recommended installation and maintenance instructions, as well as any other LRPPs (laws, regulations, policies and procedures).

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51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	JF is a full service, turnkey aboveground fuel and fluid storage with related hardware, software, and services company. This includes site assessments, design engineering, permitting, installation activities, related pavement and site/utility work. JF also provides engineered SPCC plans. Our installations are generally self-performed; vetted third-party vendor partners are sometimes utilized in local geographic areas and are managed by a JF tenured PM. JF has over 800 field personnel providing installations and related services and maintenance. JF provides equipment submittal packages for customer review, comment and acceptance. The process starts with a site visit, customer consultation, developing a comprehensive detailed quote, receiving an order, engaging our services teams as needed. JF conducts internal office pre-con meetings as a QC check prior to ordering equipment. JF starts all projects with safety reviews and processes including PTP, JHA, lift plans, site-specific health and safety, and quality management procedures. It is standard process for JF to obtain permits for all project work. A schedule is provided for all projects as required. An on-site preconstruction meeting is held for all stake holders. Job sites are properly secured for safety with barricade or fencing. A final cleanup of site debris generated by JF crew is performed. Site commissioning and customer training are performed. Project closeout documentation including applicable O&Ms are provided. JF is a turnkey systems integrator providing one stop shop solutions for meeting customer needs and preferences. JF performs all installations in accordance with all code requirements and regulations. JF includes key installation subcontractors where needed and where work such as electrical is not performed in-house.
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None (N/A)

Table 5A: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	JF is a large business. JF endeavors to use local MBE, WBE, DOBE, VBE, SDVOB, SBE, SDB, WOSB, as part of it's installation services. JF will comply with any municipality/Sourcewell member requirements. JF has upstream, downstream partners and local suppliers and subcontractors that can be utilized.
54		Minority Business Enterprise (MBE)	○ Yes ◉ No	JF is a large business. JF endeavors to use local MBE as part of it's installation services. JF will comply with any municipality/Sourcewell member requirements.
55		Women Business Enterprise (WBE)	○ Yes ◉ No	JF is a large business. JF endeavors to use local WBE as part of it's installation services. JF will comply with any municipality/Sourcewell member requirements.
56		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	JF is a large business. JF endeavors to use local DOBE as part of it's installation services. JF will comply with any municipality/Sourcewell member requirements.
57		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	JF is a large business. JF endeavors to use local VBE as part of it's installation services. JF will comply with any municipality/Sourcewell member requirements.
58		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	JF is a large business. JF endeavors to use local SDVOB as part of it's installation services. JF will comply with any municipality/Sourcewell member requirements.
59		Small Business Enterprise (SBE)	○ Yes ◉ No	JF is a large business. JF endeavors to use local SBE as part of it's installation services. JF will comply with any municipality/Sourcewell member requirements.
60		Small Disadvantaged Business (SDB)	○ Yes ◉ No	JF is a large business. JF endeavors to use local SDB as part of it's installation services. JF will comply with any municipality/Sourcewell member requirements.
61		Women-Owned Small Business (WOSB)	○ Yes ◉ No	JF is a large business. JF endeavors to use local WOSB as part of it's installation services. JF will comply with any municipality/Sourcewell member requirements.

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Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Equipment - NET 30 Days; Installation/services invoices/progress payment invoices - NET 30 Days. We accept purchase orders (PO). Complete credit and any tax-exempt information is required with each initial PO. We prefer payment via ACH. We will accept credit cards for purchases under $5,000. Any credit card payments over $5,000 will incur a 3% fee. JF has bill and hold requirements. For example, a tank(s) is built for a customer and the project is delayed or the site is not ready or equipment is staged in a warehouse. JF needs to invoice the customer for the tank(s) and/or staged equipment and it will be stored at an off-site facility or a JF warehouse. Pictures and a COI will be provided. Extended delays may result in storage fees.	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	JF plans to utilize NCL Government Capital (who has a Sourcewell Awarded Contract) for any Sourcewell customer financing needs.	*
64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	JF utilizes a standard proposal form which includes terms and conditions. In the event of a municipality or Sourcewell customer requirement, we will use the Sourcewell standard terms and conditions. JF utilizes customized SLAs to accommodate customer specific requirements. Documents uploaded to additional documents folder.	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, the P-card procurement and payment process is accepted. There is a 3% fee accessed with purchases over $5,000.	*
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	JF Petroleum Group price offering is as follows: For all published current manufacturer's (reference our line card) list pricing (US dollars) – discount is list price less 10% All other systems equipment solutions will be at cost + 18% Freight: FOB Factory Note: Spare/replacement parts orders over $700 shipped via standard ground UPS receive free freight (JFPG Ecommerce program) JF hourly service labor rate is $100 per hour + trip charge. See pricing submission for related charges. All services requiring a Project Manager will be at $175.00/hour + travel expenses Preferred customer pricing applies for all services self-performed (priced by need/requirement) by JFPG All other subcontractor system installations / services will be invoiced at subcontractor's cost + 18%. Note: JF Petroleum Group is a systems integrator. Due to voluminous options available to fuel and fluids storage systems, the fact that we represent well over 200 suppliers and due to file sizes, we are unable to upload all catalogues and price lists. Non-customized and customized fuel and fluid storage solutions are available. Most require site specific configurations and integration into owner specific business systems. Subsequently, a system solution would be priced to a specific application.	*
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	A 10% discount applies to MSRP and all equipment systems published list price sheets. A 5% discount applies to MSRP for EVSE. All other would be at cost plus 18%.	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	Since government, non-profits and educational agencies will have many locations for fleet fueling, we offer volume discounts for any of our turnkey storage systems. Additional discount of 0 to 5% will apply depending on volume selected.	*
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	JF will gladly provide any sourced products or related services (ie. open market or non-contracted items) at cost +18%. We will provide a detailed quote in advance.	*

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70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight, shipping charges, off-loading, taxes, services, project management, training, start-up, inspection, permits, etc.	*
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight terms are FOB factory and will be billed at the actual cost plus 10%. This charge will be quoted in advance so it can be included on the member's PO, and then added to the final invoice for payment.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery to Alaska, Canada, Hawaii and any offshore delivery are at cost plus 10%. The cheapest mode of transportation will be used unless the customer requests otherwise (rail is excluded). Returns will be at the sole discretion of JF Petroleum Group. Every effort will be made to accommodate any shipping preference that a purchasing Sourcewell member in Alaska, Canada, Hawaii and/or any offshore entity.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	JF Petroleum Group has 5 (soon to be 6) warehouses across the US. As part of our distribution network, our largest warehouse is an 80,000 square foot Distribution Center in Dayton, OH, enabling us to ship most of our accessory products to arrive anywhere in the continental US. We utilize UPS or motor freight for shipping. Direct shipments from our vendors may utilize other delivery methods. Our warehouse sizes range from 30,000-80,000 square feet. Orders received by 3pm for in-stock items are shipped out same day.	*
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	JF will utilize an SSS Manager to provide quarterly reports for VP sign-off and for order processing. JF utilizes Microsoft Dynamics BC14 ERP price quoting tool, which automates our quotes for Sourcewell pricing compliance. JF provides customers with itemized pricing with supportive list and/or cost price sheets for proper pricing compliance. Every Sourcewell member order will be entered into our customer invoicing and database system with a cross reference code to track the total Sourcewell revenue generated. Once per quarter report a report will be run and a check for 2% of the net sales amount will be mailed to Sourcewell within 45 days of the close of each reporting quarter. JF Petroleum Group acknowledges and agrees to the audit provisions as described. By designating a specific Sourcewell account manager to manage and handle Sourcewell sales accounting and monthly internal reporting to be reviewed monthly with the VP-Commercial Sales.	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Internal metrics will include weekly calls with sales staff, monthly reviews with sales staff (awarded purchase orders and new opportunities), quarterly reports to Sourcewell, annual reviews with JF's Sourcewell account administrator. Sourcewell sales goals will be established for sales employees.	*
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We are proposing a two percent (2%) fee.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
77	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Sourcewell customer pricing will typically be less.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

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Line Item	Question	Response *
78	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	JF Petroleum Group offers Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services as a turnkey solutions provider. We are a systems integrator and also provide widely diverse customizable solutions. We provide a tremendous variety of aboveground fuel and fluid storage with related hardware, software, and services solutions. This includes but not limited to storage tanks (all kinds) and systems, tank accessories, pumps/dispensers, tank monitoring/gauging, fuel management systems, fluid management systems, piping, tank decal packages, and all related accessories. Includes CNG, hydrogen, EVSE, propane, fuel, alt-fuel, bulk fuel, mobile fuel, temp fuel, fluids pumps, reels, air systems, exhaust systems, shop equipment, lifts, canopies, lighting, oil water separators, and other related services and solutions. Services include design engineering, permit acquisition, site construction, system installation, related mechanical electrical and plumbing installation, paving, utilities, electrical installation, regulatory and compliance services, and all other related aspects for turnkey solutions. Additionally, warranty, brake-fix and PM services are provided. We are a unique turnkey Fuel and Fluid Hardware, Software and Services specialty company and we are the largest industry services provider in North America. We are a specialty Hardware, Software and Services Systems Integrator We are growing substantially throughout the United States. We have 45 offices, 5 national distribution centers (+ our new large California 6th distribution center opens in 2 months), 1700 employees (GOO technicians/200 field construction) and provide equipment distribution, 24/7 service, installation, construction, general contracting, environmental compliance, regulatory compliance and indirections, heavy maintenance and many other offerings. Our fuel/fluid solutions are turnkey with equipment and installation, including, but are not limited to tanks/pumps/tank monitoring/leak detection/fuel management/fluids management/fluid handling/air & reel equipment/compressed air/shop equipment/DEF-urea, systems engineering, and alternative fuel solutions including propane/compressed natural gas/hydrogen/solar/EV. (Note that due to the engineer needed, CNG, Hydrogen, Solar and EV are typically customized turnkey solutions based on a customer's site specific needs). Canopies, fuel islands, bulk loading systems, storage buildings, generators, lighting, fencing, storage racks, ancillary shop equipment and even fuel would be provided for a true turnkey solution. We also provide underground tank systems, oil water separators and can tie these into the same systems as Aboveground tanks. We provide equipment shops with tanks and pumps for various new and used fluids along with air systems and exhaust systems. Reels are used to dispense various products and we have software that ties fuels,fluids and alternative fuels/EV in 1software program or separate, if the customer wants. These software programs export data into the customers' fleet maintenance packages. Fleet tracking hardware and software is also available. Many SLEDs include, but not limited to, fleets, school busses, municipal transit, public transit, sanitation, landfills, central energy plants, marinas, parks & rec, water-wastewater treatment plants; boilers/generators, data centers, emergency evacuation facilities, police/sheriff, fire, emergency rescue/EMS, correction facilities, water/sewer, hospitals, housing, etc, etc, along with tribal/non-profit entities that have needs for our solutions offerings Deployment: JFPG would also work with other Awarded Sourcewell Contract Vendors to fully integrate turnkey solutions; examples include other equipment manufacturers, fuel providers, generator providers, GPS providers, etc) to integrate with our turnkey solutions Leasing would be offered thru NCL We provide and perform design-build turnkey/regulatory compliance/systems inspections/systems related software (ie, tank monitoring; leak detection; fuels/fluids/alt fuels/EV/management systems, etc. software); spare/replacement parts. JF offers extended warranties on equipment, system, and installations. We also offer inspection and preventive maintenance programs and service contracts. JF offers project management services. We provide canopies, lighting, site lighting evaluations, oils and fluids distribution systems, emergency power/marina/aviation and temporary fuel systems. JF provides system closeout documentation including O&M manuals. We provide training both on-site and at our training centers. We provide various

Docusign Envelope ID: 8D2245FA-A612-4855-A8D4-E7ABA8A0E4DA

		equipment and systems for garages and shops. JF provides consultation services. JF also includes related site services including but not limited to geo-tech, horizonal boring, concrete duct banks, electrical switch gear, paving, concrete, asphalt, painting, remodels, upgrades, retrofits, de-watering, and shoring. JF has over 200 suppliers' product that we sell. In summation, we are uniquely poised to be the best business partner and customer solutions provider for aboveground fuel and fluid storage with related hardware, software, and services. JF is willing to sell and provide ancillary items to enhance our value proposition to satisfy customer needs.	
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Tank monitoring, fuel management, dispensers, pump sets, pump skids, submersible pumps, EV, EVSE, CNG, hydrogen, switch gear, fuel islands, pumps, dispensers, air, lube, DEF, tanks, leak detection, lighting, fuel oil facilities, emergency generators, transfer switches, canopies, power management, surge protection, accessories, valves, fittings, filters, hanging hardware, filtration, lube/fluid accessories, shop equipment, kiosks, fluid management, fluids/marina/urea/marina/ water reclamation/oil water separator systems, tank filling options, used oil and coolant, many others.	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	(•) Yes ( ) No	JF also provides many aboveground tanks for many other solutions. JF also provides underground fuel and fluid system solutions. JF also provides tank signage and decaling as required by codes. We also provide related fencing and emergency systems where required by codes.	*
81	Mobile fuel, fluid, and gas storage solutions	(•) Yes ( ) No	JF provides mobile fuel, fluid and gas storage solutions.	*
82	Hardware related to the aboveground storage tanks and mobile storage solutions described in 80 and 81 above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories	(•) Yes ( ) No	JF provides these and many other diverse hardware solutions. We also provide leak detection monitoring equipment and fire suppression systems and fire extinguishers.	*
83	Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in 80-82 above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed	(•) Yes ( ) No	JF provides many types of fuel and fluid management software solutions and also those that are complimentary to the offering of equipment and products being proposed.	*
84	Services related to the solutions described in 80-83 above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.	(•) Yes ( ) No	JF is a full-service turnkey solutions provider. JF provides all these services and more. JF also provides system engineering and engineer sealed fuel system drawings. We also provide maintenance, repair, inspections, regulatory compliance, and other related services complimentary to the offering of equipment and products being proposed.	*

Docusign Envelope ID: 8D2245FA-A612-4855-A8D4-E7ABA8A0E4DA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 1 Combined JF Pricing.pdf - Wednesday August 14, 2024 18:23:53
- Financial Strength and Stability - Combined Financials.pdf - Thursday August 15, 2024 12:38:02
- Marketing Plan/Samples - MARKETING PLAN.docx - Thursday August 15, 2024 08:16:24
- WMBE/MBE/SBE or Related Certificates - DBE LEtter.pdf - Wednesday August 14, 2024 18:12:59
- Standard Transaction Document Samples - JF QUOTE SAMPLE.pdf - Thursday August 15, 2024 12:42:58
- Requested Exceptions - RFP_081524_Master Agreement_Fuel_Fluid_Storage - JFPG Requested Edits.docx - Wednesday August 14, 2024 18:12:10
- Upload Additional Document - Combined Additional Docs.pdf - Wednesday August 14, 2024 18:36:43

Bid Number: RFP 081524 Vendor Name: JF PETROLEUM GROUP

Docusign Envelope ID: 8D2245FA-A612-4855-A8D4-E7ABA8A0E4DA

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bryant Corpening, Project Bid Coordinator, JF Petroleum Group

Bid Number: RFP 081524 Vendor Name: JF PETROLEUM GROUP

Docusign Envelope ID: 8D2245FA-A612-4855-A8D4-E7ABA8A0E4DA

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 1 Fuel Fluid Storage RFP 081524 Thu August 8 2024 07:26 AM	☑	3

Bid Number: RFP 081524 Vendor Name: JF PETROLEUM GROUP

Exhibit B

Sourcewell

JF Petroleum #081524-JFA

Pricing for contract #081524-JFA offers Sourcewell participating agencies the following discounts:

- A 10% discount off MSRP and all equipment systems' published list prices.
- A 5% discount off MSRP for EVSE.
- Cost plus 18% for all others.

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

DATE: 05/19/2026 **MEETING DATE:** 6/9/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42892
BY: Mercedes Ibarra-Sejba, Right-of-Way Agent II
SUBJECT: Approval to Proceed to Close on Deeded Right-of-Way Dedication for Grove at Pine Meadows

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To proceed to closing on a deeded right-of-way dedication for Grove at Pine Meadows (DR-2017), which is in the City of Eustis; 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 4.

BACKGROUND SUMMARY: Grove at Pine Meadows is a single-family residential development located in the City of Eustis and occupies Parcel IDs 26-18-26-0004-000-04301, 26-18-26-0004-000-04300, 35-18-26-0001-000-07200. This development will cover 24.96 acres and has a net buildable area of 20.80 acres due to wetland areas. There will be a total of 60 lots with a minimum lot size of 120’ X 55’.
Said site fronts McKinley Road (#6661) and Orange Avenue (#6762), which are Lake County (County) maintained roads. The site also fronts Pine Meadow Golf Course Road, which is a non-County maintained road, that previously had deeded right of way (ROW) to the County in 1958, and was later transferred to the City of Eustis in 1978. Grove at Pine Meadows, LLC (Grantor) proposes improvements along Orange Avenue which will require dedication for additional ROW to the County. This dedication will be by donation and will include deeded ROW from two parent tracts.

The encumbrances affecting the dedication are as follows:

- Blanket Florida Power Corporation Easement recorded in Deed Book 362, Page 17; however, staff will continue to work with the developer to get a partial release or subordination of the blanket easement.
- Blanket Sumter Electric Cooperative Perpetual Right of Way Easement recorded in O.R. Book 1206, Page 2471; however, staff will continue to work with the developer to get a partial release or subordination of the blanket easement.
- Duke Energy Florida, LLC Easement recorded in O.R. Book 5266, Page 1569.
- Sewer and /or water line easement to City of Eustis recorded in O.R. Book 756, Page 1588.

- Ordinance No. 03-25 recorded in O.R. Book 2356, Page 973; staff will work with the City of Eustis to get partial release of the claim of lien.
- Ordinance No. 03-24 recorded in O.R. Book 2356, Page 968; staff will work with the City of Eustis to get partial release of the claim of lien.
- Easement Agreement for ingress and egress recorded in O.R. Book 1575, Page 812.

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 $800 and will be confirmed at closing.

Orange Avenue is classified as a local road requiring 66 feet of total ROW. Grantor is proposing a 10’ foot deeded ROW dedication to satisfy the minimum width requirement for Orange Avenue and providing a quit claim deed to clear title.

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: $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.	Grove at Pine Meadows Maps

STAFF APPROVALS AND DATES:

Mercedes Ibarra-Sejba	Created/Initiated - 05/19/2026
Eric White	Approved - 05/21/2026
Michelle Wilkinson	Approved - 05/21/2026
David Hill	Approved - 05/21/2026
Kerri Andrews	Approved - 05/21/2026
Jeffrey Earhart	Approved - 05/21/2026
Seth Lynch	Approved - 05/21/2026
Grace Burgos	Approved - 05/21/2026
Roberto Bonilla	Approved - 05/26/2026
Ron Falanga	Approved - 05/26/2026
Kandace Pourbaix	Approved - 05/26/2026
Miranda Lanoue	Approved - 05/26/2026
Jaime Stewart	Approved - 05/26/2026
Rachel Bartolowits	Approved - 05/26/2026

Melanie Marsh	Approved - 05/27/2026
Jennifer Barker	Approved - 05/27/2026
Marisol Saldana	Final Approval - 05/28/2026

ACTION TAKEN BY BOARD:

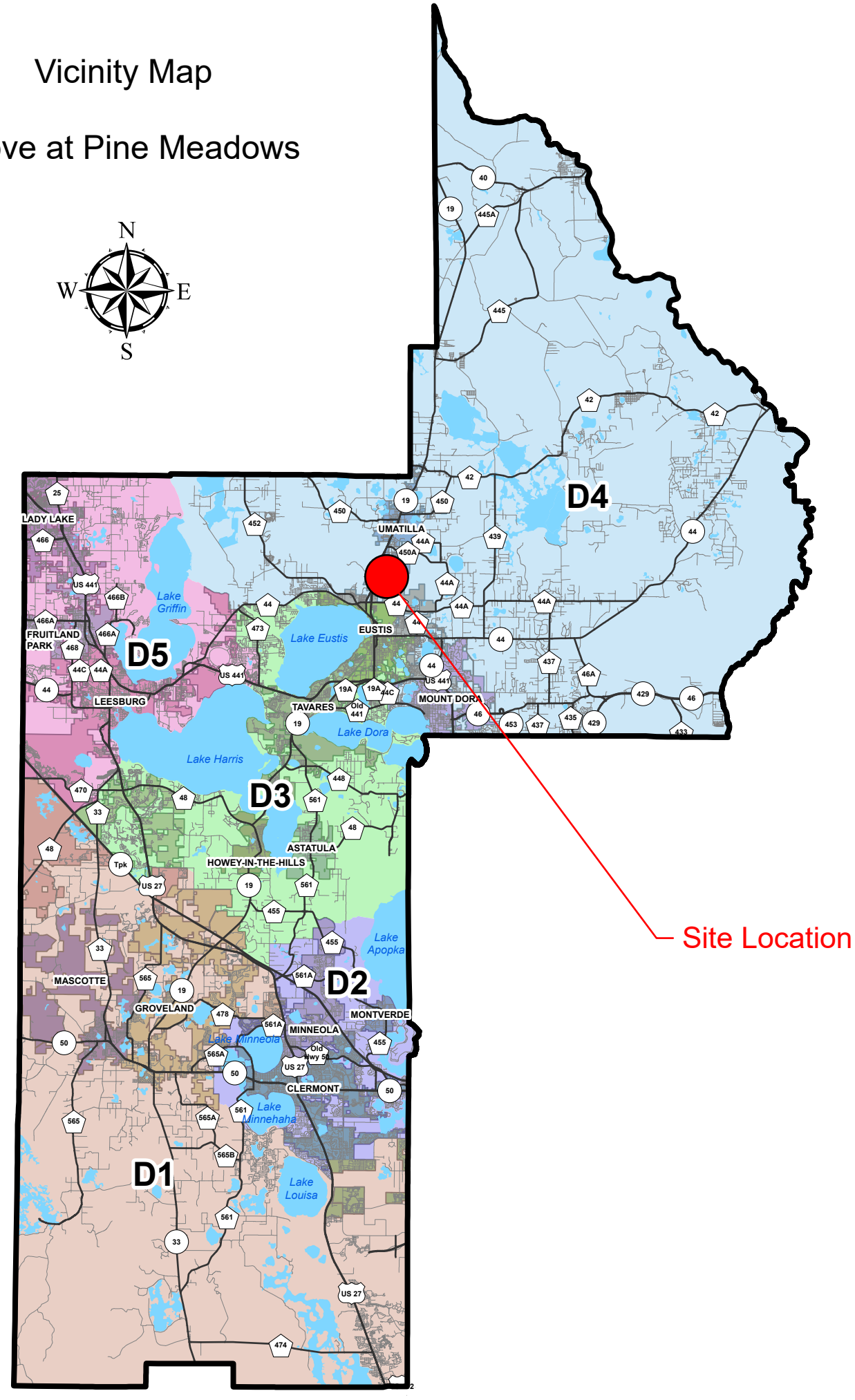
Action: New

Continued/Deferred Until:

Other:

Vicinity Map

Grove at Pine Meadows



Quit Claim Deed
Development Review
Grove at Pine Meadows LLC
City of Eustis
Single Family Residential Development

Statutory Warranty Deed
Development Review
Grove at Pine Meadows LLC
City of Eustis
Single Family Residential Development

UMATILLA

EUSTIS

Commissioner District #4

AK: 1588243

AK: 2831634

SHADY BROOK DR
WHISTLING PINES RD
UMATILLA PL
2ND ST
EUSTIS PL
3RD ST
WALLACE ST
LENORD ST
MULLINS BLVD
FLORIDA AVE
MICHIGAN AVE
WASHINGTON AVE
OAK DR
LOIS AVE
SR 19
OAK ST
NEW YORK AVE
CHICAGO AVE
LOCUST LN
ORANGE AVE
WILEY LN
TROPICAL DR
ST LOUIS AVE
CHURCH ST
OAKLEE RD
LEE ST
LAKESIDE LN
LAKEVIEW AVE
TURNER DR
SUNRISE TER
OAK LN
HOLLY CT
LAKEVIEW CT
MEADOWS LN
EAST RD
CLOVERLEAF DR
HORSE SHOE DR
CUMBERMOORE LN
PINERIDGE DR
PENNY LN
MCKINLEY RD
FREDA LN
POWERS RD
CR 19A
N SR 19
RUSTWOOD LN
FAIRWAY
PINE MEADOWS GOLFCOURSE RD
WILLOW GARDEN LOOP
HALLOW GARDEN RD
TOWN PASTURE DR
BLACKMEADOW FIELD DR
WILD HORSE WAY
ACORN MEA LOOP

SECTION	TOWNSHIP	RANGE
26	18	26

Prepared by: EJW Date: 03/12/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION
THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Grove at Pine Meadows
Deed Map Small Scale

(2022 Aerial)

STRUCTURED MANAGEMENT LLC AK: 1212685

54 ROBINSON CHARMAINE M B AK: 1734827

53 55 56 57 58 59 60 61 62 63 64

GARCIA ANGEL & MARIA G LIFE ESTATE AK: 1127343

HINES INVESTMENT GROUP LLC AK: 1373263

BEACH DR

MC KEON THOMAS AK: 1734835

SILVER LAKE PARK PB 6 PG 16

100 WILSON ELIZABETH AK: 1127386

99 98 EISNOR DWIGHT D & JUDY A AK: 1494681

97 96 GONZALEZ SARA A AK: 3430000

95 91 90 BROWN STEPHEN P AK: 1681031 89

Quit Claim Deed
Development Review
Grove at Pine Meadows LLC
City of Eustis
Single Family Residential Development

Commissioner District # 4

ORANGE AVE

S26 T18 R26

Statutory Warranty Deed
Development Review
Grove at Pine Meadows LLC
City of Eustis
Single Family Residential Development

LIVERANCE SHARON A AK: 2891246

VEST CHRISTI J AK: 2809388

GROVE AT PINE MEADOWS LLC AK: 1588243

EUSTIS

ROONEY JOHN & JO ELLEN AK: 3907759

MYRTLE DR

BLANKENBERG MICHAEL A & DEBRA A LIFE ESTATE AK: 1212316

GROVE AT PINE MEADOWS LLC AK: 2831634

ROE ROGER ELLIS AK: 1212448

ZUBARI MICHAEL Z SR & LAQUOIA T AK: 3816299

SECTION	TOWNSHIP	RANGE
26	18	26

Prepared by: EJW Date: 03/12/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Grove at Pine Meadows Deed Map

(2022 Aerial)

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

DATE: 05/08/2026

MEETING DATE: 6/9/2026

ITEM TYPE: Consent Item

ITEM ID: 42967

TO: Jennifer Barker, County Manager

THRU: Jeffrey Earhart, Engineering & Operations Director - Central District

BY: Jeffrey Earhart, Engineering & Operations Director - Central District

SUBJECT: Distributed Wastewater Treatment Systems (DWTS) Contract Amendment - OnSyte Performance, LLC

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the First Amendment to contract 22-917 with OnSyte Performance, LLC, related to the replacement of traditional septic systems with individual distributed wastewater treatment systems (DWTS) and for operation and maintenance of DWTS.

The fiscal impact cannot be determined at this time.

BACKGROUND SUMMARY: On January 24, 2023, the Board of County Commissioners (Board) approved a contract with OnSyte Performance, LLC, related to Distributed Wastewater Treatment Services, which provides for the installation of Distributed Wastewater Treatment Systems (DWTS) as well as the operation and maintenance of DTWS (Contract 22-917).

The County's DWTS program assists residents in converting their existing septic systems to a distributed wastewater treatment system, which provide increased nutrient reduction and aids the County in meeting its water quality goals. The County was awarded grants totaling $2,500,000 from the Florida Department of Environmental Protection (FDEP) to implement a Distributed Wastewater Treatment System (DWTS) program. The County is approaching the installation of its 100th DWTS under the program and is continuing to accept applications. On December 20, 2022, the Board adopted Ordinance 2022-58 creating Article V, Chapter 21, Lake County Code, to be entitled Distributed Wastewater Treatment System Assessment Procedures, to establish a Municipal Services Taxing/Benefit Unit process to fund the installation and maintenance of distributed wastewater treatment systems.

The First Amendment to Contract 22-917 generally consists of the following changes: (1) providing for additional, future grants to assist in funding the DWTS program; (2) providing that certain "extraordinary costs" related to installation of DWTU will be billed as additional costs to be paid by the property owner and collection by contractor; (3)

updating requirements for Task Orders for the installation of units; (4) clarifying that contractor will be the permittee and providing for transfer to County upon certain occurrences; (5) providing for transfer of source code to County to allow for continuity of services in the event of contractor's bankruptcy or dissolution; (6) increasing price for installation of DWTS from $15,800 to $17,322, and drain field replacement from $4,200 to the cost plus six percent (6%); (7) providing for an annual cost increase of the lesser of four percent (4%) or the Consumer Price Index; and (8) increasing the monthly operation and maintenance fee to from $39.22 to $45.00 for DTWS installed pursuant to applications submitted prior to the effective date of the First Amendment and $50.00 per month DWTS installed pursuant to applications submitted after the effective date of the First Amendment, subject to annual increases.

Fiscal Impact: The fiscal impact cannot be determined at this time.

Account No.:

Advertised Date: Paper:

Attachments:

1.	1.24.23 Agenda Item 21370
2.	22-917_OnSyte_01.18.23_with Modifications 1-3
3.	22-917_OnSyte_DWTS_Amendment 1 Rev_05.14.26_partially executed

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STAFF APPROVALS AND DATES:

Jeffrey Earhart	Created/Initiated - 05/08/2026
Jeffrey Earhart	Approved - 05/08/2026
David Hill	Approved - 05/14/2026
Kerri Andrews	Approved - 05/14/2026
Grace Burgos	Approved - 05/17/2026
Roberto Bonilla	Approved - 05/18/2026
Alexis Clark	Approved - 05/18/2026
Rachel Bartolowits	Approved - 05/18/2026
Ron Falanga	Approved - 05/18/2026
Kandace Pourbaix	Approved - 05/18/2026
Miranda Lanoue	Approved - 05/20/2026
Jaime Stewart	Approved - 05/21/2026
Melanie Marsh	Approved - 05/26/2026
Jennifer Barker	Approved - 05/27/2026
Marisol Saldana	Final Approval - 05/28/2026

ACTION TAKEN BY BOARD:

Continued/Deferred

Action: New Until:

Other:

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

DATE: 01/19/2023
MEETING DATE: 1/24/2023
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 21370
Fred Schneider, Assistant County Manager
BY: Cynthia Rice, Office Associate IV
SUBJECT: Agreement for Individual Distributed Wastewater Treatment Systems, RFP 22-917

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval to award contract 22-917 to OnSyte Performance, LLC (a State of Georgia company), to undertake water quality improvement projects such as the abandonment and replacement of traditional septic systems with individual distributed wastewater treatment systems.

Also, recommend approval of :
1. Installation Agreement with Onsyte Performance, LLC; and
2. Operations and Maintenance Service Agreement with OnSyte Performance, LLC; and
3. Florida Department of Environmental Protection Grant WG070 for Lake County Septic to Sewer Conversion; and
4. Adoption of an unanticipated revenue resolution in the amount of $1,000,000 to receive grant funds from the Florida Department of Environmental Protection to assist in funding the County's septic to sewer conversion.

The fiscal impact is $2,000,000 (expenditure - $1,000,000 FDEP grant and $1,000,000 ARPA funds).

BACKGROUND SUMMARY: The Board of County Commissioners (Board) has discussed on numerous occasions establishing a program that would assist residents in converting their existing septic systems to a distributed wastewater system. When American Rescue Act Funds (ARPA) become available, the Board set aside a portion of the money for this purpose. Additionally, the County was awarded a grant from the Florida Department of Environmental Protection (FDEP) to implement a Distributed Wastewater Treatment System (DWTS) program, which will ultimately require the County to own the individual DWTS units and require the County to hire a licensed wastewater operator to maintain the system.

In July 2021, the County submitted a grant application to FDEP to assist in funding the County's septic to sewer conversion. The County was awarded $1,000,000 by FDEP and the FDEP grant requires a $1,000,000 match, which will be funded with County

ARPA funds.

In January 2022, the County issued a Request for Proposal (RSP) 22-917, for a firm to provide water quality improvement projects such as the abandonment and replacement of traditional septic systems with individual distributed wastewater treatment systems in Lake County. This action was processed in accordance with County procedures and complies with the Board Policies.

One response was received from OnSyte Performance, LLC. The response was deemed responsive, and Installation and Operation contracts were prepared for Onsyte Performance, LLC to perform the requested work.

On December 20, 2022, the Board established an Ordinance creating Article V, Chapter 21, Lake County Code, to be entitled Distributed Wastewater Treatment System Assessment Procedures, to establish a Municipal Services Taxing/Benefit Unit process to fund the installation and maintenance of distributed wastewater treatment systems.

The FDEP grant, OnSyte contracts, and the MSBU are the first steps in creating a county-owned wastewater utility. Additional steps to recruit participants for the program will be needed. As the program grows, additional funding will be requested from FDEP. County management, billing, operational, and maintenance staff will be needed if the program expands in the future.

Fiscal Impact: $2,000,000 (expenditure - $1,000,000 FDEP grant and $1,000,000 ARPA funds)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CSLFRF	1380	9089183	880830		$1,000,000
Fed/State Grant	1300	5056150	331512	50074	-$1,000,000
Fed/State Grant	1300	5056150	860630	50074	$1,000,000

Advertised Date: Paper:

Attachments:

1.	State of Florida DEP Grant Agreement 2023-1-20
2.	22-917 Contract_1_18_23_Complete_OSP Executed
3.	FDEP URR

STAFF APPROVALS AND DATES:

Cynthia Rice	Created/Initiated - 1/19/2023
Kerri Andrews	Approved - 1/19/2023
Miranda Lanoue	Approved - 1/19/2023
Sandy Beckett	Approved - 1/19/2023
Mary Hamilton	Approved - 1/19/2023
Allison Teslia	Approved - 1/19/2023
Melanie Marsh	Approved - 1/20/2023

Jennifer Barker	Approved - 1/20/2023
Misty Spahn	Final Approval - 1/20/2023

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

MODIFICATION OF CONTRACT

Modification Number:Three (3) Effective Date: 3/1/2024	Contract Number: 22-917 Title: Individual Distributed Wastewater Treatment Systems Effective Date: January 24, 2023

CONTRACTOR

Name: OnSyte Performance, LLC
Address: 300 Brogden Road, STE 120, Suwanee, Georgia 30024
ATTENTION: Scott Forester, Vice President

INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.

DESCRIPTION OF MODIFICATION: The purpose of this modification is to provide a three percent (3%) cost adjustment to the contract. The 3% increase to the Operations and Maintenance rate raises the price from $38.10 to $39.22 per month.

ADA Requirements. Contractor shall ensure that all deliverables, including without limitation websites, web applications, mobile applications, software, electronic documents, multimedia content, digital platforms, and any related user interfaces or content made available to end users by Contractor for use by County under this Agreement, are Accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level AA, as amended. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. Contractor shall promptly remediate any nonconformance discovered or reported, at no additional cost to County. This duty to remediate at Contractor's cost shall survive the termination of this Agreement. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this Agreement and Contractor being held liable for any damages or costs incurred by County as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: John Cheslik	Signature: Bill Ponko
Print Name: John Cheslik	Print Name: Bill Ponko
Title: CEO	Title: Senior Contracting Officer
Date: 2/19/2026	Date: 02/19/2026
E-mail: jcheslik@gmail.com	Email: bill.ponko@lakecountyfl.gov
Secondary E-mail: sforrester@onsyte.com	

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 8/25/2025	Contract Number: 22-917 Title: Septic to Individual Distributed Wastewater Treatment Systems Effective Date: 1/24/2023
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	**CONTRACTOR** Name: ONSYTE PERFORMANCE, LLC Address: 303 Brogden Road, STE 120 City: Suwannee, GA 30024 ATTENTION: Scott Forrester, Vice President

INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.

DESCRIPTION OF MODIFICATION: This contract modification adds the abandonment and replacement of traditional septic systems with multi-parcel, single unit systems to Exhibit A - Scope of Work.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Scott Forrester Print Name: Scott Forrester Title: Senior Vice President Date: 09/10/2025 E-mail: sforrester@onsyte.com Secondary E-mail: n/a	Signature: Print Name: Gretchen Bechtel, CPPB, Senior Contracting Officer Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Senior Contracting Officer Date: 2025.09.11 07:34:21 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 7/20/2023	Contract Number: 22-917 Title: Individual Distributed Wastewater Treatment Systems Effective Date: January 24, 2023
Contracting Officer: Ronald A. Falanga, NIGP- CPP, CPPO, CPPB E-mail: Ronald.Falanga@LakeCountyFL.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: ONSYTE PERFORMANCE, LLC Address: 300 Brogdon Road, STE 120 City: Suwanee, GA 30024 ATTENTION: Scott Forrester, Vice President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: This Contract Modification Number One (1) modifies Exhibit A – Scope of Services, Sections 1.1 and 1.2 to now read as follows:

1.1 Initially, 133 residential locations with septic systems will be selected during the contract period to be replaced with IDWTS.

1.2 Fifty out of the 133 replacements will be located at lakefront properties located on impaired waterbodies with the remaining locations that are yet to be determined.

1.2.1. Additional locations may be added at the County's discretion.

No other modifications to the Contract are made.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Scott Forrester	Signature:
Print Name: Scott J. Forrester	Print Name: Ronald A. Falanga
Title: Vice President	Title: Director of Procurement Services
Date: 07/20/2023	Date: 7/20/23
E-mail: sforrester@onsyte.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

P-2023/0070

CONTRACT FOR
INDIVIDUAL DISTRIBUTED WASTEWATER TREATMENT SYSTEMS
RFP #22-917

This is a contract between Lake County, Florida, a political subdivision of the State of Florida, referred to in this contract as COUNTY, and OnSyte Performance, LLC, a foreign limited liability company registered to do business in the State of Florida, its successors and assigns, referred to in this contract as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY publicly advertised a Request for Proposals (RFP) #22-917 seeking firms or individuals qualified to undertake water quality improvement projects such as the abandonment and replacement of traditional septic systems with individual distributed wastewater treatment systems ("IDWTS"); and

WHEREAS, CONTRACTOR wants to perform such services subject to the terms of this contract; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

THEREFORE, the parties agree as follows:

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

2. Purpose: The purpose of this contract is for CONTRACTOR to provide, install, and operate turnkey individual distributed wastewater treatment systems and provide any related services, hereinafter referred to as the "Service."

3. Scope: On the terms and conditions set forth in this contract, COUNTY hereby engages CONTRACTOR to and CONTRACTOR agrees to provide all labor, materials and equipment to complete the service in accordance with the scope of services, attached hereto and incorporated herein as **Exhibit A**, as modified or clarified by the addendums, attached hereto and incorporated herein. CONTRACTOR is required to secure performance and payment bonds as provided in **Exhibit B** attached hereto and incorporated herein. It is understood that the scope of services may be modified by change order as the service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures.

4. Term: This contract will commence on the first day of the next calendar month after approval by the Board of County Commissioners. This contract will remain in effect for an initial term of ten years. The contract prices will prevail for the full duration of the initial term. Prior to, or upon completion, of the initial term, the COUNTY shall have the option to renew this contract for two additional five-year terms. Continuation of the contract beyond the initial term, and any option subsequently exercised, is a COUNTY prerogative, and not a right of CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY. This is an open quantity agreement. The COUNTY does not guarantee to the CONTRACTOR any minimum amount of work throughout the term of this agreement. CONTRACTOR acknowledges and agrees that if work is assigned to CONTRACTOR, each individual project shall have a specific scope agreed to by the parties by way of a task order. All task orders shall be reviewed and approved by the Lake County Office of Procurement Services and the Lake County Attorney's Office for the COUNTY prior to the CONTRACTOR beginning any work on the assigned project or payment being made to CONTRACTOR.

5. Licenses and Permits: CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service, unless modified by the COUNTY in the scope of work. CONTRACTOR will remain appropriately licensed throughout the course of the service. During the term of the operations and maintenance ("OPX") component of this Agreement, the parties acknowledge that this will include any required licensing or certification(s) for CONTRACTOR to be the operator of the IDWTS. Failure to maintain all required licenses will entitle the COUNTY to terminate this contract. CONTRACTOR will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6. 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.

7. Payment: COUNTY shall pay and CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule which is attached as **Exhibit C** and which is made a part of this contract by reference. The rates quoted will be deemed to provide full compensation for labor, equipment use, travel time, and any other element of cost or price. CONTRACTOR shall submit an original invoice to the COUNTY after each service has been completed. Submittal of these invoices shall not exceed 30 calendar days beyond the date the service was completed. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service. All invoices must contain the contract and purchase order number (if applicable), date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

8. Funding: This contract will be funded in whole or in part by federal, state, or other local agency monies. The CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the federal funding clauses is attached hereto as **Exhibit D** and incorporated herein. The parties recognize that this Contract is entered into pursuant to State of Florida Department of Environment Protection Grant Agreement WG070 ("Grant Agreement") and both parties shall comply with all requirements and terms of the Grant Agreement in the performance of this Contract. The Grant Agreement is attached hereto and incorporated herein as **Exhibit E**.

A. Permit Compliance: It shall be the sole responsibility of the CONTRACTOR to ensure compliance with the DEP permit and any other applicable regulatory authority, including but not limited to reporting, sampling, monitoring, and payment of any fines or penalties to DEP or any other agencies that may result from non-compliance with the permit and/or other applicable law or regulation.

9. County Responsibilities.

A. Project Manager: The COUNTY will designate a COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this contract. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

B. The COUNTY will pay in accordance with the provisions set forth in this contract.

C. The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

10. 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 an effort to execute the work in the manner prescribed in the contract documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. 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 the CONTRACTOR during the term of this contract; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this 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.

C. Employment: CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Service 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 on the Service 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, if work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to 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. Criminal Justice Information Services (CJIS): When advised by the COUNTY'S 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. Fingerprinting may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.

E. Notification of Emergency: In the event of an emergency affecting the safety or protection of persons, or the work or property at the service site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR will contact the COUNTY as soon as possible by telephone and email 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 contract documents has occurred. If the COUNTY determines that a change in the contract documents is required as a result 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 contract amount or an extension to the contract time.

11. Business Hours of Operation: Unless otherwise specified in the technical specifications, to the extent a county employee is required to be on site to supervise the work, then all such work performed will be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no such work will be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than 14 days prior to the requested workday. 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 the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may

assess the CONTRACTOR the sum of $250.00 per county employee on site supervising the operation per day for each Saturday, Sunday or recognized Holiday, or night time worked or planned to work. These fees will be deducted from the final invoice.

12. Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the contract will 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.

13. 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 the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by 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 aforementioned 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.

14. Accident Notification: If in the course of completing work as part of this contract there is an accident that involves the public, the CONTRACTOR shall as soon as possible, inform the COUNTY'S Project Manager of the incident by telephone and email. The CONTRACTOR shall follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY'S Project Manager.

15. Protection of Property:

A. The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The CONTRACTOR shall identify all trees and shrubs necessary to be removed for installation of the IDWTS and to ensure that trees on site will not interfere with proper operation of the system. If necessary CONTRACTOR will install root barrier to keep trees with aggressive root growth from damaging the IDWTS. The CONTRACTOR may be responsible for the replacement of all unauthorized cutting or damages to trees, shrubs, and sod, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. During the period of production of work and any warranty periods the CONTRACTOR shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians, as set forth herein. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the COUNTY. The COUNTY shall recover all costs from the CONTRACTOR as set forth herein.

C. The CONTRACTOR shall be responsible for re-grading and re-sodding any areas that are disturbed by the contractor during the course of the work being completed, as well as restoring all disturbed irrigation, where applicable.

16. Risk of Loss: CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property by the COUNTY in accordance with the applicable task order. With respect to a task order, until such delivery and acceptance, CONTRACTOR will immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party. Project Manager shall review for acceptance as soon as reasonably practicable and, in any event, within ten business days of delivery per the applicable task order.

17. Contract Documents.

A. Definitions: For purposes of this contract, the term "contract documents" includes all bid documents, drawings, the Scope of Services, exhibits, attachments, and provisions within this contract, along with any change orders or amendments to this contract. It is the intent of the contract documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result 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 over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Contract Documents: The contract documents and all referenced standards cited therein are essential parts of the contract 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 the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service 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 the COUNTY. CONTRACTOR will immediately notify the COUNTY'S 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 the COUNTY and with any other contractors on the job site. All work will be done in accordance with the contract 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 the COUNTY.

D. Errors and Omissions: CONTRACTOR will not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, CONTRACTOR will immediately notify the 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. This provision should not be construed to permit the inclusion of tasks beyond the Scope of Services in the absence of a written amendment or change order signed by both parties.

18. Changes in the Scope of Services:

A. The COUNTY reserves the right to negotiate for additional services and items similar in nature not known at the time of solicitation. The COUNTY may at any time agree with CONTRACTOR to make changes within the general scope of this Agreement by issuance of a Change Order executed in accordance with the COUNTY'S Purchasing Policies and Procedures. If additional work or other changes are required, an offer will be requested from the CONTRACTOR, and the parties may negotiate the terms of such offer. Upon negotiation of the offer, execution and receipt of the Change Order, the CONTRACTOR shall commence performance of the work as specified.

B. The CONTRACTOR shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the CONTRACTOR performs additional work beyond the specific requirements of this contract without an executed Change Order, it shall be at the CONTRACTOR'S own risk. The COUNTY assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

19. Claims and Disputes:

A. Claims by CONTRACTOR will be made in writing to the COUNTY within five business days after the commencement of the event giving rise to such claim or CONTRACTOR will be deemed to have waived the claim.

B. CONTRACTOR will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by CONTRACTOR will be resolved in the following manner:

(1) Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.

(2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half the expense of mediation. If the COUNTY declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

(3) Claims by the COUNTY against CONTRACTOR will be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. CONTRACTOR will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(2) above.

(4) Arbitration will not be considered as a means of dispute resolution.

(5) No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the 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 the COUNTY. Otherwise,

CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

20. Waiver of Claims: CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the Service, 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 the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

21. Recovery Rights Subsequent to Final Payment: The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of 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 the COUNTY.

22. Termination: This contract may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience: In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONTRACTOR for actual work satisfactorily performed and materials procured pursuant to this Agreement.

B. Termination for Cause: Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be canceled, and CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this contract.

D. Ongoing Contract: The parties recognize that separate duties exist between CONTRACTOR and COUNTY, and that there are two distinct components of this contract as more particularly detailed in the Scope of Services, specifically, the initial construction/installation component (referred to in the Scope as CAPX), and the ongoing operations and maintenance component (referred to in the Scope as OPX, and subject to the Service Agreement attached hereto and incorporated herein as **Exhibit F**). CONTRACTOR shall design, permit, construct, operate, and maintain the IDWTS. The COUNTY may cancel different contracts or portions of this contract at different times pursuant to the applicable terms. The CONTRACTOR shall fully cooperate in good faith with the COUNTY in the event of a termination to transfer responsibilities to a different entity as necessary. Upon installation of one or more units, those units will be included under the negotiated Service Agreement between the parties (Service Agreement and applicable Pricing Schedule attached hereto as **Exhibit F)** which more specifically addresses the ongoing operations and maintenance component of this contract for those then-existing units. Once construction is completed and units are installed with respect to a task order, CONTRACTOR shall submit a completion of construction form (FDEP Form 62-620.910(12)) and Project Manager shall review for acceptance as soon as reasonably practicable and, in any event, within ten business days of receipt. Upon acceptance by COUNTY, then CONTRACTOR may request in writing an adjustment to the financial assurance to remove the construction cost for that unit from the performance bond and allocate financial assurance for the ongoing operations phase as part of a maintenance bond or other County-approved assurance mechanism.

23. Assignment of Contract: This contract will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONTRACTOR of liability and obligations under this contract and all transactions with the COUNTY must be through CONTRACTOR. Unless otherwise stipulated herein, CONTRACTOR will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this contract for default.

24. Insurance:

A. 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. 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 working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. 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

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. 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.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. 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

v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

B. 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 all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. 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

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

25. Indemnity: The CONTRACTOR will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, its personnel, employees, and other person utilized by CONTRACTOR in the performance of this agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The COUNTY reserve the right to defend itself with its own counsel or retained counsel at CONTRACTOR's expense. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

26. Independent Contractor: The CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, or partner of the COUNTY. The CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the

CONTRACTOR to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this contract.

27. Return of Materials: Upon the request of the COUNTY, but in any event upon termination of this contract, CONTRACTOR will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONTRACTOR by the COUNTY pursuant to this contract.

28. Public Entity Crimes: 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 or subcontractor under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

29. Conflict of Interest: CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person will have any such interest at any time during the term of this contract unless approved by the COUNTY.

30. Retaining Other Contractors: Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this contract. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a COUNTY representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor or to acquire the items through a separate solicitation.

31. Accuracy: During this contract, CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

32. Right to Audit: The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The CONTRACTOR shall maintain and retain all books, records, and documents pertaining to this contract in accordance with generally accepted accounting procedures and practices and upon request make them available to the COUNTY for five complete calendar years following expiration of the contract. 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.

33. Force Majeure: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

34. Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

(1) Keep and maintain public records required by the COUNTY to perform the services identified herein.

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

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

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

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY, OFFICE OF PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

35. Prohibition Against Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this contract.

36. 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.

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

38. Contract Modification. This contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

39. Governing Law & Venue. This contract is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie in Lake County, Florida.

40. Assignment. Neither party may assign any rights or obligations under this contract to any other party unless specific written permission from the other party is obtained.

41. Binding Effect. This contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

42. Severability. The invalidity or unenforceability of any particular provision of this contract will not affect the other provisions hereof, and this contract will be construed as if such invalid or unenforceable provisions were omitted.

43. Nonenforcement. The failure of any party hereto at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this contract.

44. Legal Compliance. The CONTRACTOR will comply with all applicable Federal, State and local laws, rules and regulations.

45. Fraud. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

46. Purchases by other Agencies. With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this contract is specific to a County department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at

the contract price(s) established herein. A contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

47. Contractor as Prime. The CONTRACTOR will act as the prime contractor for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

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

If to CONTRACTOR:
Scott Forrester, Vice President
OnSyte Performance, LLC
300 Brogdon Road, Suite 120
Suwanee, Georgia 30024

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

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

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

49. Scope of Contract. This contract is intended by the parties to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.
This contract contains the following attachments, all of which are incorporated in this contract:

Exhibit A	Scope of Services
Exhibit B	Performance & Payment Bonds
Exhibit C	Pricing Sheet for Installation/Construction
Exhibit D	Federal Funding Clauses
Exhibit E	Grant Agreement WG070
Exhibit F	Service Agreement and Pricing Sheet applicable to Operations and Maintenance

IN WITNESS WHEREOF, the parties have signed this contract through their authorized representatives on the dates under each signature (signature pages to follow):

CONTRACTOR:

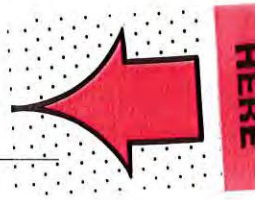
ONSYTE PERFORMANCE, LLC

By: Scott Forrester
Scott J. Forrester, Vice President

This 19 day of January, 2023.

COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA



Kirby Smith, Chairman

This 24th day of January, 2023

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

Type I

EXHIBIT A – SCOPE OF SERVICES **22-917**
INDIVIDUAL DISTRIBUTED WASTEWATER TREATMENT SYSTEMS

1. SCOPE OF SERVICES

Lake County, with a grant from Florida Department of Environmental Protection (FDEP), seeks the implementation of water quality improvement projects such as the abandonment and replacement of up to 133 existing traditional septic systems with Individual Distributed Wastewater Treatment Systems (IDWTS). The FDEP grant dictates retrofit to existing septic tanks near impaired waters (Wekiva, Ocklawaha, Palatlakaha, and Harris TMDL/BMAP).

1.1. The first 50 replacements will be located at lakefront properties located on impaired waterbodies with the remaining locations that are yet to be determined.

1.2. An additional 83 residential locations with septic systems will be selected during the contract period to be replaced with IDWTS.

1.2.1. Additional locations may be added at the County's discretion.

1.3. The anticipated expenditure is $2 million.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide turnkey IDWTS.

2.2. Be responsible for the operation of the IDWTS.

2.3. Be licensed to perform services described and implied.

2.4. Conform to all codes, ordinances, and other regulations.

2.5. At its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all laws, codes, ordinances, and regulations.

2.5.1. At its own expense, obtain any needed inspections.

2.6. Verify the exact location of existing septic tanks and drain fields and other improvements, including underground utilities and irrigation.

2.7. Size the IDWTS based on fixture counts, occupancy, type of use, etc.

2.8. Indemnify the property owner during construction.

2.9. Provide and install all new equipment comprising the IDWTS.

2.10. Inspect drain fields to document the system has adequate capacity to meet the new wastewater treatment performance requirements to function properly once the IDWTS is installed.

2.10.1. Verify the condition of the drain field and plumbing connections to each septic system.

2.10.2. Connect the new IDWTS to the customer's existing, modified, or new drain field.

2.10.3. Provide all labor and materials to make all plumbing and electrical connections for the system to work.

2.10.4. Provide geotechnical and soils investigation necessary to ensure drain field has and will operate according to permit requirements. Ensure that the bottom of the drain field is a minimum of 18 inches above the seasonal high groundwater line as determined by the engineer.

2.11. Make a pre-site visit (site visit prior to developing the task order and fee proposal for County approval) to inspect the drain field. If the drain field fails inspection, then notify the Project Manager of the failure. Replacement of drain fields will be added to task order for such locations as determined by County and Contractor. During this preliminary site visit the Contractor shall identify the locations of other underground utilities, landscape including trees and shrubbery, fencing, and other improvements. The Contractor shall include in the task proposal the cost of repair and replacement of all improvements. The contractor shall also include the list and location of trees and shrubbery to be removed from the project to ensure that operation and maintenance will not be affected by future growth or tree roots.

2.12. Provide pump out services for the septic tank, removal of the existing septic tank, and installation of new IDWTS.

2.13. Total Nitrogen, as reported in the monthly DMR, shall show at least 80% reduction. Supporting documentation shall be provided. Verification of the TN reduction in installed systems will be required in the quarterly progress reports (See Appendix B). Effluent must be able to consistently generate effluent within the limits compliant with the regulations and requirements of FDEP Distributed Wastewater Treatment System Permit, as shown below:

			Reclaimed Water Limitations		Monitoring Requirements			
Parameter	Units	Max. /Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max Max	0.020 Report	Annual Average Monthly Average	Continuous	Flow Meter/ Data logger	FLW-1	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Solids, Total Suspended	mg/L	Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Coliform, Fecal	#/100mL	Max Max	Report Report	Annual Average Single Sample	Monthly	Grab	EFA-1	
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-1	
Nitrogen, Total	mg/L	Max	Report	Single Sample	Monthly	Grab	EFA-1	
Phosphorus, Total (as P)	mg/L	Max	Report	Single Sample	Monthly	Grab	EFA-1	

2.14. After contractor has installed the IDWTS per the manufacturer's specifications and recommendations, the County or designee anticipates owning and operating the system. The

IDWTS will be permitted by FDEP. The septic tank replacements involve two distinct cost components. The one-time capital cost (CAPX) associated with the removal/abandonment of the existing septic tanks and all costs to install the IDWTS. The second component includes operating costs (OPX).

2.15. OPX are the expenses associated with ongoing operation, sampling, and maintenance of the IDWTS within the limits established by the FDEP operating permit.

2.16. Although the County will remain the permittee, it is the intention to subcontract the operation and maintenance of these systems. The selected contractor shall be responsible for both the CAPX and OPX components of the project. This offer extends services to operate, maintain, and monitor the systems for the owner for a period of 10 years with two 5-year extensions to be approved by the Lake County Board of County Commissioners. OPX will include interconnected telemetry capabilities, effluent sampling, and performance reporting services.

2.17. Provide a detailed graphic to County in electronic format providing the location for each existing septic tank, drainfield, any existing improvements including underground utilities, etc, and for each IDWTS unit.

2.18. Provide signed and sealed plans by a Florida licensed professional engineer that meet the requirements in the FDEP Guidance Document for IDWTS.

2.19. Provide a performance bond or escrow agreement sufficient to secure construction cost in such form as is approved by the County, as well as sufficient financial assurance approved by the County to guarantee that the IDWTS will continue to meet the stated FDEP permit requirements for the term of the OPX component of the contract. Multiple units may be covered under one bond.

2.20. Restoration shall consist of restoring the grade to match the pre-construction grade. All excess fill generated is to be spread throughout the job site or removed as requested by the owner. Contractor shall re-sod all disturbed areas as provided in the Agreement.

2.21. Meet the requirements of the FDEP grant funding to the County.

3. COUNTY RESPONSIBILITIES.

3.1. Site location.

4. ACCESS

4.1. A property owner will sign up for an IDWTS with the County.

4.2. The County intends for the sign up packet to include the grant of an access easement to remove the tank and install the IDWTS and the grant of a permanent easement over the IDWTS (and any related structure placed on the property and owned by County) as the IDWTS will be owned and operated by the County.

4.3. The granting and recording of the easements will be a condition to such property being eligible for the Service.

4.4. Contractor is authorized to assist the County by coordinating with property owners to sign up for the Services, grant the easements and meet any other conditions for their property to be eligible for the Service.

5. DELIVERY REQUIREMENTS AND ACCEPTANCE.

5.1. Complete work on initial replacements anticipated by December 2023.

5.2. Upon the effective date of this contract, contractor will commence all necessary actions to obtain the required permit, and will notify County immediately upon receipt. Installation will commence within the time period agreed upon between County Project Manager and contractor with respect to a batch of task orders. Extensions must be requested and approved by the County Project Manager.

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ATTACHMENT 4 – BONDS **22-917**

PERFORMANCE/PAYMENT BOND

The vendor to whom a contingent award is made must duly execute and deliver to the County a Performance and Payment Bond in an amount that represents 100% of the vendor's offer price. The Performance and Payment Bond Form supplied by the County will be the only acceptable form for these bonds. No other form will be accepted. The completed form must be delivered to the County within 15 calendar days after formal notice of award. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County will declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender any associated proposal bond submitted by the vendor, and the County will not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications will apply to any bond provided:

A. All bonds must be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes will apply.

C. For contracts in excess of $500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety insurers must be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds," published annually. The bond amount must not exceed the underwriting limitations as shown in this circular.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County as long as the funds are being held by the County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____ By: _____
#1 Witness as to Surety (Authorized Signature)
Printed Name: _____
_____ Title: _____
#2 Witness as to Surety Date: _____

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____ By: _____
#1 Witness as Attorney In Fact (As Attorney In Fact)
Printed Name: _____
_____ Date: _____
#2 Witness as Attorney In Fact Address: _____
_____
_____
Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____)
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

_____
#1 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PERFORMANCE AND PAYMENT BONDS RECORDING FEES

Performance and Payment (labor and materials) Bonds must be provided by the vendor in the amount of 100% of the bid amount. Upon award of the bid, all original Performance and Payment bonds will be submitted to Bill Ponko, Lake County Procurement Services for recording of the bonds. The bonds will be acceptable to the County only if the following conditions are met:

- The Surety is licensed to do business in the State of Florida;
- The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
- The Surety is otherwise in compliance with the Florida Insurance Code;
- The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and
- The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

The cost to record Performance and Payment Bonds is: Ten Dollars ($10.00) for the first page and Eight Dollars and Fifty Cents ($8.50) for each additional page. A check must be submitted by the vendor made payable to Gary J. Cooney, Clerk of the Court.

Type Your Firm's Name Here

SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide services for the implementation of water quality improvement projects such as the abandonment and replacement of up to 133 existing traditional septic systems with Individual Distributed Wastewater Treatment Systems (IDWTS).

Alterations to locked cells may result in disqualification of submission.

*This section calls for pricing for the replacement of the tank **and** the drainfield.*

ITEM #	ITEM DESCRIPTION	COST PER LOCATION	QUANTITY	TOTAL COST
1	Replacement of 50 existing traditional septic systems to IDWTS located at lakefront properties located on impaired waterbodies	$20,000.00	50	$1,000,000.00
2	Replacement of an additional 83 septic systemsto IDWTS in residential locations with septic systems	$20,000.00	83	$1,660,000.00
		TOTAL COST:		$2,660,000.00

This section calls for pricing only for the replacement of the tank itself. The drainfield will be kept intact.

ITEM #	ITEM DESCRIPTION	COST PER LOCATION	QUANTITY	TOTAL COST
1	Replacement of 50 existing traditional septic systems to IDWTS located at lakefront properties located on impaired waterbodies	$15,800.00	50	$790,000.00

EXHIBIT D – FEDERALLY REQUIRED and OTHER MODEL CONTRACT CLAUSES

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This procurement is being funded, in whole or in part, with federal funds through Federal Transit Administration (FTA). As a consequence of that funding, the following FTA mandated provisions are included in this proposal.

EXHIBIT D – FEDERALLY REQUIRED and OTHER MODEL CONTRACT CLAUSES

1.0 ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)
2 C.F.R. § 200.333
49 C.F.R. part 633

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for record keeping and access requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Reports

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2.0 BONDING REQUIREMENTS

2 C.F.R. § 200.325
31 C.F.R. part 223

Applicability to Contracts

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal interest is adequately protected. If such a determination has ***not*** been made, the following minimum requirements apply:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier that exceed the simplified acquisition threshold.

Model Clauses/Language

There is no required language for bonding requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Bid Guarantee

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the RECIPIENT. The amount of such guaranty shall be equal to 5% of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the RECIPIENT reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of RECIPIENT.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the RECIPIENT, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and

acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent RECIPIENT'S damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense RECIPIENT for the damages occasioned by default, then the undersigned bidder agrees to indemnify RECIPIENT and pay over to RECIPIENT the difference between the bid guarantee and RECIPIENT'S total damages so as to make RECIPIENT whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the Recipient to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the RECIPIENT within ten (10) business days from Contract execution. The RECIPIENT requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the RECIPIENT and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. RECIPIENT may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The RECIPIENT may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the RECIPIENT if:

1. A bank in good standing issues it. The RECIPIENT will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The RECIPIENT is identified as the Beneficiary.

5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the RECIPIENT and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Sections X and Y) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Recipient as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

SAMPLE BOND CERTIFICATIONS

Sample bond certifications are below:

EXHIBIT D – FEDERALLY REQUIRED and OTHER MODEL CONTRACT CLAUSES

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT D – FEDERALLY REQUIRED and OTHER MODEL CONTRACT CLAUSES

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and _____ *(Insert full name and address or legal title of Surety)* as Surety, hereinafter called Surety, are held and firmly bound unto RECIPIENT as Obligee, hereinafter called Authority, in the amount of Dollars ($) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _, 20__, entered into a contract with the RECIPIENT for Contract No._____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the RECIPIENT.

Whenever Contractor shall be, and is declared by the RECIPIENT to be in default under the Contract, the RECIPIENT having performed RECIPIENT'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with it terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the RECIPIENT elects, upon determination by the RECIPIENT and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the RECIPIENT to Contractor under the Contract and any amendments thereto, less the amount properly paid by the RECIPIENT to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the RECIPIENT.

EXHIBIT D – FEDERALLY REQUIRED and OTHER MODEL CONTRACT CLAUSES

Signed and sealed this_____day of_____20____.

PRINCIPAL:

_____
(Company Name)

_____
Witness as to Principal

By:_____
(Authorized Signature)

_____
(Printed Name)

_____
Witness as to Principal

_____
(Title)

_____

_____

_____
(Business Address)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT D – FEDERALLY REQUIRED and OTHER MODEL CONTRACT CLAUSES

IRREVOCABLE STAND-BY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is_____of the

(Title)

_____(The "Beneficiary") and hereby

(Name of Beneficiary)

Certifies on behalf of the Beneficiary to_____(the "Bank), with

(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No._____Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No._____.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this_____day of_____, 20____.

(NAME OF BENEFICIARY)

By:_____

Its:_____

EXHIBIT D – FEDERALLY REQUIRED and OTHER MODEL CONTRACT CLAUSES

BANK DRAFT

FOR VALUE RECEIVED

Pay on presentment to_____the sum of _____
(Name of Beneficiary) Dollars ($)

Charge the Account of_____Irrevocably Standby Letter of
(Name of Issuing Bank)

Credit No._____Dated: 20_____.

To_____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By_____

Its_____

3.0 BUS TESTING

49 U.S.C. § 5318(e)
49 C.F.R. part 665

Applicability to Contracts

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.

Flow Down

There is no flow down requirement for Bus Testing.

Model Clause/Language

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language in required, recipients can draw on the following language for inclusion in their federally funded procurements.

Bus Testing

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

4.0 BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 C.F.R. part 661

Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than $150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: The Federal Transit Administration's Buy America website.

EXHIBIT D – FEDERALLY REQUIRED and OTHER MODEL CONTRACT CLAUSES

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. §661.11.

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

EXHIBIT D – FEDERALLY REQUIRED and OTHER MODEL CONTRACT CLAUSES

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

EXHIBIT D – FEDERALLY REQUIRED and OTHER MODEL CONTRACT CLAUSES

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date:

_____

Signature:

_____

Company:

_____

Name: _____

Title: _____

5.0 CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305
46 C.F.R. part 381

Applicability to Contracts

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6.0 CHARTER SERVICE

49 U.S.C. 5323(d) and (r)
49 C.F.R. part 604

Applicability to Contracts

The Charter Bus requirements apply to contracts for operating public transportation service.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. Recipients can draw on the following language for inclusion in their federally funded procurements.

Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides 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 as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

7.0 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q
33 U.S.C. §§ 1251-1387
2 C.F.R. part 200, Appendix II (G)

Applicability to Contracts

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding $150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor agrees:

1) It will not use any violating facilities;
2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3) It will report violations of use of prohibited facilities to FTA; and
4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

8.0 CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
    a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
    b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 *et seq.*, and Department of Health and Human Services

implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq.*, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

9.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding $250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. *See* 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

Federal Transit Administration website Disadvantaged Business Enterprise page click here

Department of Transportation website Disadvantaged Business Enterprise Program click here

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

> The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and

administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside

the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at 7.57%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** 7.57% of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed

timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule.**
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE

subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's [*Contact Name*]. The [*Contact Name*] will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the [*Agency Name1*] and [*Agency Name2*]. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful

Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of_____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of____%) is committed to a minimum of_____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

10.0 EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a)
40 U.S.C. §§ 3141 – 3148
29 C.F.R. part 5
18 U.S.C. § 874
29 C.F.R. part 3
40 U.S.C. §§3701-3708
29 C.F.R. part 1926

Applicability to Contracts

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

1. Prevailing Wage Requirements
    a. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
    b. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
    c. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
2. "Anti-Kickback" Prohibitions
    a. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
    b. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and
    c. U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.
3. Contract Work Hours and Safety Standards
    a. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
    b. U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland "Anti- Kickback" Act apply to all prime construction, alteration or repair contracts in excess of $2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of $100,000 that involve the employment of mechanics or laborers.

Model Clause/Language

The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or

a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

11.0 ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*
49 C.F.R. part 622, subpart C

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

12.0 FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirements applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes

Contractor 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 agreement (Form FTA MA (26) dated October, 2019) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13.0 FLY AMERICA

49 U.S.C. § 40118
41 C.F.R. part 301-10

48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not require any specific clause or language that recipients use in their third party contracts. A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

FTA proposes the following language, modified from the Federal clause.

Fly America Requirements

a) *Definitions.* As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds,

appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

_____

(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

14.0 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180
2 C.F.R part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to

contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DPT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform and act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

16.0 LOBBYING RESTRICTIONS

31 U.S.C. § 1352
2 C.F.R. § 200.450
2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of $100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Model Clause/Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

EXHIBIT D – FEDERALLY REQUIRED and OTHER MODEL CONTRACT CLAUSES

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

1. No Federal 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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

17.0 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

The No Obligation clause applies to all third party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18.0 PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F)
37 C.F.R. part 401

Applicability to Contracts

If the recipient or subrecipient wishes to enter into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award, the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non- exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:

1. Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Flow Down

The Patent Rights and Rights in Data requirements flow down to all third party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2.

Model Clause/Language

Recipients can draw on language provided in 37 C.F.R. § 401.3 for appropriate Patent Rights and Data Rights Clauses for use in their federally funded research, development, demonstration, or special studies projects. Recipients should consult legal counsel for guidance in developing an appropriate Intellectual Property Agreement. At a minimum, recipients can include the following language in their standard boilerplates.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

19.0 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

49 U.S.C. 5323(m)
49 C.F.R. part 663

Applicability to Contracts

Recipients purchasing revenue service rolling stock with FTA funds must comply with the pre- award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663. For more information about pre-award and post-delivery audit requirements, please go to FTA's Buy America page on its website.

Flow Down

There is no flow down requirement for Pre-Award and Post-Delivery Audits of Rolling Stock.

Model Clause/Language

Part 663 of Title 49, Code of Federal Regulations, does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Recipients are advised to use the model certificates and language contained in the audit handbook. Additionally, recipients can draw on the following language for inclusion in their federally funded procurements.

Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

20.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it

may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21.0 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) ("13(c)")
29 C.F.R. part 215

Applicability to Contracts

The Public Transportation Employee Protective Arrangements apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

Flow Down

The employee protective arrangements clause flows down to all third party contractors and their contracts at every tier.

Model Clause/Language

There is no required language for the Public Transportation Employee Protective Arrangements clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification**. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty**. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311,

U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. **Special Arrangements**. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

22.0 RECYCLED PRODUCTS

42 U.S.C. § 6962
40 C.F.R. part 247
2 C.F.R. part § 200.322

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, 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.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds $10,000.

Model Clause/Language

There is no required language for preference for recycled products. Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

23.0 SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402
Executive Order No. 13043

Executive Order No. 13513
U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down Requirements

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Model Clause/Language

There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles
Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

24.0 SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f)
49 C.F.R. part 605

Applicability to Contracts

The School Bus requirements apply to contracts for operating public transportation service.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language.

Recipients can draw on the following language for inclusion in their federally funded procurements.

School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

25.0 SEISMIC SAFETY

42 U.S.C. 7701 *et seq.*
49 C.F.R. part 41
Executive Order (E.O.) 12699

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third party contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the

extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

26.0 SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331
49 C.F.R. part 655
49 C.F.R. part 40

Applicability to Contracts

Third party contractors who perform *safety-sensitive functions* must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, *Safety-sensitive function* means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

Flow Down Requirements

The Substance Abuse requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

Model Clause/Language

FTA's drug and alcohol rules, 49 C.F.R. part 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in

compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Option 1

The recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 C.F.R. part 655. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option for only those recipients that have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Option 2

The recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under Option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that, without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Option 3

The recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

SUBSTANCE ABUSE TESTING

Option 1

The Contractor agrees to participate in AGENCY's drug and alcohol program established in compliance with 49 C.F.R. part 655.

SUBSTANCE ABUSE TESTING

Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or

AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

SUBSTANCE ABUSE TESTING

Option 3

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before[insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before [insert date or upon request] a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt [insert title of the Policy Statement the recipient wishes the contractor to use] as its policy statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its Policy Statement developed to implement its drug and alcohol testing program. In

addition, the Contractor agrees to: [to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].

27.0 TERMINATION

2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B)

Applicability to Contracts

All contracts in excess of $10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of $10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the

Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the AGENCY resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Architect and Engineering)

The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by

delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the AGENCY 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the AGENCY, the AGENCY's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Cost-Type Contracts)

The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

28.0 VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at $150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of

a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

- **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

- **Example 2:** The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

  In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

  Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

EXHIBIT D – FEDERALLY REQUIRED and OTHER MODEL CONTRACT CLAUSES

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

[The remainder of this page is intentionally blank.]

Exhibit E
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Lake County Septic to Distributed Sewer Program, Year 1**
   Agreement Number: **WG070**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
   Grantee Name: **Lake County**
   Entity Type: **Local Government**
   Grantee Address: **315 West Main Street, Tavares, Fl 32778**
   FEID: **59-6000695** (Grantee)

3. Agreement Begin Date: **Upon Execution**
   Date of Expiration: **March 31, 2025**

4. Project Number: *(If different from Agreement Number)*
   Project Location(s): **28.7421, -81.8268**
   Project Description: **The Grantee will replace approximately 133 existing septic tanks and drain fields. A Distributed Water Treatment Unit will be installed at each participating location in lieu of septic tanks.**

5. Total Amount of Funding: **$1,000,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**Fed WWG, Section 152, FY21-22, WPSPTF**	**$1,000,000.00**
☐ State ☐Federal		
☑ Grantee Match		**$1,000,000.00**
	Total Amount of Funding + Grantee Match, if any:	**$2,000,000.00**

6. Department's Grant Manager
   Name: **Camryn Badis** or successor
   Address: **3900 Commonwealth BLVD, Tallahassee, Florida 32399**
   Phone: **850-245-2893**
   Email: **Camryn.badis@floridaDEP.gov**

   Grantee's Grant Manager
   Name: **Jeff Earhart** or successor
   Address: **PO Box 7800, Tavares, Florida 32778**
   Phone: **352-253-6009**
   Email: **jeff.earhart@lakecountyfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☑ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	**$1,000,000.00**
Federal Awarding Agency:	**Department of Treasury**
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Lake County — **GRANTEE**

Grantee Name

By _____ 1-24-23
(Authorized Signature) Date Signed

Kirby Smith, Chairman
Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance
Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Camryn Badis, DEP Grant Manager

_____

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WG070

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Lake County Septic to Distributed Sewer, Year 1. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing 1,000,000 through cash or third party in-kind towards the project funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Lake County Septic to Distributed Sewer Program

PROJECT LOCATION: The Program will be in the unincorporated locations within Lake County (28.7421, -81.8268); multiple locations focusing on impaired watersheds.

PROJECT BACKGROUND: This program is to abandon existing septic tanks near impaired waters, in multiple TMDL/BMAP areas. After being properly abandoned, the septic tanks will be replaced with a Distributed Wastewater Treatment System (DWTS), which will be owned by Lake County (Grantee). . A contractor will be selected to operate the system and provide billing services. The program will be offered to owners on a voluntary basis, who will become utility customers of the County. A Distributed Water Treatment Unit (DWTU) will be installed at each participating location in lieu of the septic tank. The DWTUs are controlled via SCADA and operated by licensed wastewater operators. Approximately 133 units are to be replaced.

PROJECT DESCRIPTION: The Grantee, working alongside Onsyte Performance, will replace approximately 133 existing failing septic tanks and drain fields near impaired waters (Wekiva, Ocklawaha, Palatalkaha, and Harris TMDL/BMAP). The DWTU upgrade will be installed at each participating location to improve nutrient removal of the failing septic systems. The system will be inspected twice a year.

TASK 1: Connection to Distributed Wastewater Treatment System

Deliverables: The Grantee will properly abandon the septic systems and connect approximately133 single family residences and/or commercial buildings to a DWTS via a DWTU at each participating location.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Connection to Distributed Wastewater Treatment System	Contractual Services	$1,000,000	$1,000,000	07/01/2021	09/30/2024
		Total:	$1,000,000	$1,000,000		

Exhibit E
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and 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 $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

Exhibit E

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	$1,000,000	145110
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Exhibit E

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

ATTACHMENT 8
Agreement Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to thisContract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, 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.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or

another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of anyagency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes placein connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, upto the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

4. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

5. Additional Lobbying Requirements

i. The Recipient certifies that no funds provided under this Agreement have been used or will beused to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

6. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

7. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient tothe Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of

2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardizetimeliness and cost-effectiveness of the project; and
iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;
iv. Whether workers on the project will receive wages and benefits that will secure and appropriatelyskilled workforce in the context of the local or regional labor market; and
v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement.

SLFRF WATER & SEWER PROJECTS

Grantees shall provide the following information to the Department, if applicable to the project:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number
ii. Public Water System (PWS) ID number

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	WG070
Project Title:	Lake County Septic to Distributed Sewer program, Year 1
Grantee Name:	Lake County
Grantee's Grant Manager:	Jeff Earhart
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 2: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 3: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 4: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 5: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks
Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

FOR PROJECTS with Federal ARPA funding, include this paragraph.
SLFRF Infrastructure Projects
For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year): _____ Projected ☐ or Actual ☐

Project Location details:

Overall Project Completion (Estimated): _____ %

FOR PROJECTS with local contributions (*Not legally required match), include this paragraph.
Local Contributions
For Springs grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

Summary of local contributions:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____
Signature of Grantee's Grant Manager Date
(Original Ink or Digital Timestamp)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

Exhibit F

OPERATIONS AND MAINTENANCE SERVICE AGREEMENT

(OnSyte Distributed Wastewater Treatment System)

This Operations and Maintenance Service Agreement is entered into in connection with, and is governed by, that certain Contract for Individual Distributed Wastewater Treatment Systems (RFP 22-917) by and between OnSyte Performance, LLC. ("**OnSyte**") and Lake County, Florida ("**Customer**" or "**County**").

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

In consideration of the mutual promises contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. System Fees and Payments: System Fees and Payment will be in accordance with the OPX pricing sheet attached hereto as **Exhibit A.** $38.10/ standard residential DWTU for access to the OnSyte SaaS Platform and all costs associated with the operation, inspections, maintenance and repair of the DWTU ("**SaaS + O&M"**) for the Service Term. For non-standard residential DWTU installations (e.g. those systems serving multi-family or commercial locations), the System Fees will be determined on a case-by- case basis and described in the specific DWTU Task Order for that installation. A yearly adjustment on the monthly fees, based on Consumer Price Index for Water and Sewerage Rates, as more particularly described in the attached Pricing Sheet, is acceptable.

2. OnSyte SaaS Platform.

A. Definitions. As used herein, "OnSyte SaaS Platform" means, collectively: (i) OnSyte's proprietary subscription-based, software-as-a-service platform (in object code format only), delivered via the internet, including access to the customer-accessible features and functionality of OnSyte's proprietary software (in object code format only) embedded on certain hardware devices provided by OnSyte, which facilitates the remote monitoring and operation of the DWTU (the "OnSyte Software"), (ii) any documentation related to the OnSyte SaaS Platform that is made available to Customer online or otherwise, as updated from time to time, and DWTU- and DWTS-related data, documentation and reports, generated by the OnSyte SaaS Platform, required to comply with the FDEP Permit (the "Documentation").

B. Grant of Usage Rights. Subject to the terms and conditions of the Agreement, including but not limited to timely payment of the applicable Fees, OnSyte hereby grants to Customer during the Term of this Service Agreement a non-exclusive, right to access and use, solely for Customer's internal business purposes, the OnSyte SaaS Platform. These usage rights of Customer shall be transferable and licensable pursuant to Paragraph 2.6, below.

C. Restrictions. Except as expressly permitted hereunder, Customer shall not and shall not permit or authorize any third party to: (i) copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any part of the OnSyte SaaS Platform; (ii) translate or create derivative works based on any part of the OnSyte SaaS Platform; (iii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make any part of the OnSyte SaaS Platform available to any third party; or (iv) access any part of the OnSyte SaaS Platform to develop or build a competitive product or service.

D. Suspension Rights. OnSyte may suspend or limit use of the OnSyte SaaS Platform for a violation of the restrictions set forth above, or if continued use may result in material harm to the OnSyte SaaS Platform or its users. OnSyte will notify Customer within a reasonable time of the grounds for the suspension or limitation. OnSyte will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

E. Modifications. The OnSyte SaaS Platform may be modified by OnSyte from time to time during the Service Term. OnSyte will inform Customer of modifications by email, the support portal, release notes, Documentation or the OnSyte SaaS Platform. Modifications may include optional new features for the OnSyte SaaS Platform which OnSyte makes generally available to its customers at no additional charge, which Customer may use subject to the then-current Documentation. If a modification is not required in order for the OnSyte SaaS Platform to continue to operate in compliance with applicable law and materially reduces the Cloud Service, Customer may terminate the DWTS Service Order applicable to the affected OnSyte SaaS Platform by providing written notice to OnSyte within thirty days after receipt of OnSyte's informational notice.

F. Termination of Agreement. In the event that this Service Agreement is terminated, OnSyte will fully cooperate in good faith with Lake County in the event of a termination to transfer responsibilities to County or to a different entity as necessary, including but not limited to the grant of such necessary license(s) to facilitate this. Upon County's request, OnSyte will continue providing operations and maintenance services under this Service Agreement and ensuring compliance with the FDEP permit and all applicable regulations until notified in writing by County that the responsibilities have been successfully transferred to a different entity or assumed by County.

3. <u>DWTU Equipment.</u>

A. Definitions. As used herein, "Commissioned" means a FDEP Form 62-620.910(12) has been executed by both Parties to document the placement of a DWTU into service, "Decommission" or "Decommissioned" means a FDEP Form 62-620.910(9) has been executed by both Parties to document the abandonment of a DWTU or its removal from service, and "Control Unit" means the central processing unit of the DWTU, which contains the OnSyte Software and communicates with the DTWS.

B. Delivery Terms. Unless otherwise stated on the DWTU Task Order, OnSyte shall deliver the DWTU to the Customer Delivery Duty Paid (DDP) (Incoterms 2010) to the location shown on the DWTU Task Order or as otherwise agreed in writing by OnSyte.

C. Title; Risk of Loss. Unless otherwise stated on the DWTU Task Order, title and risk of loss for each DWTU shall pass to Customer at the time the DWTU is Commissioned.

D. Decommissioning. Customer understands and agrees that where OnSyte is permitted or required under the terms of this Agreement to Decommission a DWTU, OnSyte may, as part of the Decommissioning process, remotely disable the communications capabilities of the DWTU, remotely uninstall software from the DWTU, or, at its discretion, physically access the DWTU Control Unit and disable or uninstall software embedded therein.

4. <u>Assumptions/contingencies</u>: Permit Compliance requires periodic effluent sampling and certified laboratory analysis. OnSyte will perform the sample collection for a cost covered under the System Fee and will deliver the sample to a state certified laboratory that is approved by the Customer for analytic testing. The Customer will be responsible for the cost of laboratory analytic testing. All other tasks necessary for permit compliance will be the sole responsibility of OnSyte and will be covered under the

System Fee. Other than payment of laboratory analytic testing costs, the parties agree that it shall be the sole responsibility of OnSyte to ensure compliance with the DEP permit and any other applicable regulatory authority, including but not limited to reporting, sampling, monitoring, and payment of any fines or penalties to DEP or any other agencies that may result from non-compliance with the permit and/or other applicable law or regulation. Customer acknowledges that domestic wastewater treatment (sewer) services provided by OnSyte may be necessary for the continued occupancy of dwelling or other units within its jurisdiction and therefore agrees that Customer will, prior to termination of this Agreement, or any DWTS Service Order executed thereunder, for any reason, transfer operation of any permitted DWTS or DWTU to a utility or other approved operating entity, acceptable to the FDEP, by completing and filing FDEP Form 62-600.910(11) – Application for Transfer of a Wastewater Facility or Activity Permit, or such other application or form the FDEP may require.

5. PROPRIETARY RIGHTS AND RIGHTS IN DATA

A. Definitions. As used herein:

B. "Intellectual Property" means any and all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents and materials, and all Intellectual Property Rights in any of the foregoing.

C. "Intellectual Property Rights" means all worldwide patents, copyrights, trademarks, trade names, service marks, trade secrets, database rights and other intellectual property rights (whether or not registered or registerable).

D. "Customer Data" means any and all electronic data or information submitted by Customer directly to OnSyte.

E. "Usage Data" means any and all electronic data or other information obtained through Customer's or its end customer's use of the OnSyte SaaS Platform.

F. "OnSyte Property" means all Intellectual Property owned by OnSyte as of the Effective Date, all Intellectual Property acquired by or on behalf of OnSyte after the Effective Date, all Intellectual Property developed by or on behalf of OnSyte after the Effective Date, and all modifications, enhancements, improvements or derivative works based upon any of the foregoing.

G. OnSyte Property. Except as otherwise expressly provided hereunder or in an applicable DWTS Service Order, OnSyte shall be the sole and exclusive owner of OnSyte Property. Except as otherwise expressly stated herein or in an applicable DWTS Service Order, nothing in this Agreement grants, conveys or shall be construed to grant or convey to Customer any license, right, title or interest in or to the OnSyte Property or any portion thereof. Except as expressly permitted hereunder or under an applicable DWTS Service Order, Customer shall not and shall not permit or authorize any third party to: (a) copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any OnSyte Property; (b) translate or create derivative works based upon any of the OnSyte Property; (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the OnSyte Property available to any third party; or (d) use the OnSyte Property (or any part thereof) to develop or build a competitive product or service. Without limiting the generality of the foregoing, the OnSyte SaaS Platform, each portion thereof, and all modifications, enhancements and improvements thereof and derivative works based thereupon are deemed to be OnSyte Property and Confidential Information of OnSyte, and Customer agrees to treat them accordingly.

H. Customer Data. Customer hereby grants OnSyte: (A) during the Service Term, a limited, non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable right and license to (i) copy, transmit, display, distribute, modify, create derivative works of and otherwise use the Customer Data in order to perform the Services, (ii) derive data therefrom ("Derived Data"), and (iii) allow third-party providers of third-party products to access Customer Data solely as required for the interoperation and troubleshooting of such third-party products with the OnSyte SaaS Platform; and (B) during the Service Term and thereafter, an unrestricted, transferrable, non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable right and license to copy, use, modify, distribute, display and disclose Customer Data (i) internally, for OnSyte's business purposes including, without limitation, product improvement (in particular, product features and functionality, workflows and user interfaces), development of new products and services, improving resource allocation and support, internal demand planning, training and developing machine learning algorithms, improving product performance, verification of security and data integrity, identification of industry trends and developments, creation of indices and anonymous benchmarking; and (ii) internally or externally on an aggregate and anonymized basis, solely to the extent that the aggregate data does not include information that identifies or would reasonably be expected to identify Customer as the source of such data.

I. Usage Data. As between the Parties, Usage Data is and remains OnSyte Property. OnSyte hereby grants to Customer, during the Service Term of an applicable Service Order, a non-exclusive, non-transferrable, non-sublicenseable right to access and view Usage Data to the extent provided to Customer by OnSyte through the OnSyte SaaS Platform.

6. **Support and Maintenance Information.** Each OnSyte DWTU is equipped with OnSyte Software responsible for the electronic operation, maintenance, and reporting of each DWTU. The OnSyte SaaS Platform will inform OnSyte technicians of all alarms and maintenance needs. Critical alarms will trigger a site visit by an OnSyte technician. Most non-critical alarms can be resolved through the OnSyte SaaS Platform. Prior to the dispatch of an OnSyte technician, the Customer will be notified in accordance with the standards listed herein.

Each OnSyte DWTU discharges to a FDEP-approved disposal system. In the case of a standard residential DWTU, the disposal system is a subsurface absorption field (drainfield). For the duration of the Service Order, OnSyte will be responsible for the maintenance and any required repairs to the FDEP-approved disposal system.

Each OnSyte DWTU will accumulate biosolids and other non-biodigestible solids in the primary clarifier, at a rate dependent on the type of DWTU, incoming wastewater characteristics, flow and other factors. These solids must be periodically removed to avoid impacts to DWTU performance and in accordance with FDEP requirements. For the duration of the Service Order, OnSyte will be responsible for the removal of such solids as needed and any required reporting to FDEP.

7. **OnSyte Performance DWTU Alarm/Alert Handling Protocol.** The following protocols detail the prescribed response actions to be carried out by OnSyte Performance authorized personnel in the event of a DWTU alarm and/or alert.

Alarm Triage Levels:

ALARM	CRITICAL	NON-CRITICAL
URGENT	Code 1	Code 3

NON-URGENT	Code 2	Code 4

Critical: Relating to a detriment of any components integral to ongoing and continual treatment processing of site-generated wastewater.

Non-Critical: Relating to a non-detrimental condition of any components integral to ongoing and continual treatment processing of site-generated wastewater OR relating to an ancillary component not integral to ongoing and continual treatment processing of site-generated wastewater

Urgent: Condition observed that necessitates immediate attention or action, be it a physical site visit or remote intervention, within the allowable response time as determined by the alarm severity.

Non-Urgent: Condition observed that does not necessitate immediate attention or action to be taken but to be addressed within a reasonable response time as determined by the alarm severity.

Alarm Level		**Customer Notification Required**	**Site Visit Required**	**Required Response Time**
Code 1		YES*	YES	<72 Hours
Code 2		YES*	YES	<5 Business Days
Code 3		NO**	NO	<10 Business Days
Code 4		NO**	NO	N/A

**Code 1 and Code 2 Alarms may necessitate external notification to the Customer. Upon any condition observed that requires a site visit due to a Code 1 or Code 2 Alarm, the contracted maintenance entity will notify the Customer Authorized User(s), listed below, detailing the station in alarm, repair plan of action, and site visit timeline. Upon notification to the Customer Authorized User(s), a site visit will be conducted within the Required Response Time for system repair.*

***Code 3 and Code 4 Alarms do not necessitate external notification to the Customer. However, upon any condition observed that requires a site visit, the Customer will be notified at least 24 hours prior to the site visit.*

8. **OnSyte DWTS Documentation and Reports.** OnSyte will supply the Customer with a Discharge Monitoring Report (DMR) and other periodic reports in accordance with FDEP Permit requirements. These documents will be provided in electronic format only and uploaded to the OnSyte SaaS Platform for access by the Customer. Data Analysis submitted to FDEP shall be Lake County data only, not combined with other agencies.

9. **Customer Authorized User(s).**

Access Levels Overview:

Basic: Users with Basic access level can view and download most DWTS Customer data, documents and reports pertinent to the DWTS. Basic users do not have the ability to directly access a DWTU.

Operator: Users with Operator access level have the same abilities as Basic users as well as some additional features. Operator level users can access historical records pertaining to each DWTU, as well as real-time access to operational functions. Access to a DWTU is limited to a licensed wastewater operator or authorized OnSyte technician. Improper operation of the OnSyte Software could result in unauthorized discharge(s) of untreated wastewater, permit enforcement from FDEP, and damage to the DWTU.

10. **OnSyte DWTU Service Record.** When a site visit is required, a Service Record (sample below) will be generated, detailing the site visit. The Service Record will include, at a minimum, the following information:

a. Station ID
b. Address
c. Permit Number
d. OnSyte Authorized Technician
e. Reason for Visit
f. Summary of Work Performed
g. Expected Outcome/Results
h. Next Steps Required (if any)

Upon generation of a DWTU Service Record, a copy will be uploaded to the OnSyte SaaS Platform for access by the Customer.

DWTU Service Record

[SAMPLE]

STATION ID:		ADDRESS:	
PERMIT NUMBER:			
TECHNICIAN:			
REASON FOR VISIT:			
SUMMARY OF WORK PERFORMED:			
EXPECTED OUTCOME/RESULTS:			
NEXT STEPS REQUIRED:			

11. **Scope of Contract.** This Agreement is entered into in connection with and is subject to the terms and conditions of the Contract for Individual Distributed Wastewater Treatment Systems (the "**Agreement**") dated as of _____ by and between OnSyte Performance, LLC. ("**OnSyte**") and Lake County, Florida ("**Customer**"), . The terms of that Agreement are incorporated into this Service Agreement and shall govern this Service Agreement as though fully restated herein.

This contract contains the following attachments, all of which are incorporated in this contract:

Attachment A **Pricing Sheet applicable to Operations and Maintenance**

IN WITNESS WHEREOF, the parties have signed this contract through their authorized representatives on the dates under each signature:

CONTRACTOR:

ONSYTE PERFORMANCE, LLC

By: Scott Forrester
Scott J. Forrester, Vice President

This 19 day of January, 2023.

COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA



Kirby Smith, Chairman

This 24th day of January, 2023

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

Attachment A
Pricing Sheet applicable to Operations and Maintenance

ATTACHMENT 2 - PRICING SHEET 22-917 Septic to IDWTS-Ongoing Operations and Maintenance

Onsyte Performance, LLC

SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide services for the monitoring and ongoing operations and maintenance of the installed Individual Distributed Wastewater Treatment Systems (IDWTS).

Alterations to locked cells may result in disqualification of submission.

ITEM #	ITEM DESCRIPTION	COST PER LOCATION
1	Ongoing Operations and Maintenance for IDWTS located at single-family residential lakefront properties located on impaired waterbodies	$38.10 per month
2	Ongoing Operations and Maintenance for IDWTS in single-family residential locations	$38.10 per month
3	Ongoing Operations and Maintenance for IDWTS in commercial locations or any location other than single-family residential	For non-standard (e.g. systems serving multi-family or commercial locations, the System Fees will be determined on a case-by-case basis and described in the specific Task Order for the installation.
		Contractor reserves the right, on an annual basis, to increase the monthly operations and maintenance fees by an amount which will not exceed the greater of: (a) three percent (3%), or (b) the year-over-year increase in the Consumer Price Index published by the U.S.Department of Labor.

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

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FIRST AMENDMENT TO CONTRACT BETWEEN LAKE COUNTY, FLORIDA, AND ONSYTE PERFORMANCE, LLC, RELATING TO DISTRIBUTED WASTEWATER TREATMENT SERVICES

This is the First Amendment to the Contract between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County," by and through its Board of County Commissioners, and OnSyte Performance, LLC, a foreign limited liability company registered to do business in the state of Florida, its successors and assigns, hereinafter referred to as "Contractor," each a "Party" and collectively, the "Parties."

WITNESSETH:

WHEREAS, the County publicly advertised Request for Proposals (RFP) # 22-917 seeking firms or individuals qualified to undertake water quality improvement projects such as the abandonment and replacement of traditional septic systems with distributed wastewater treatment systems (DWTS); and

WHEREAS, Contractor and County entered into a contract for Contractor to perform said services pursuant to the RFP on January 24, 2023, as modified by minor contract modification 001 dated July 20, 2023, and modification 002 dated August 25, 2025; and

WHEREAS, the initial work performed under the Contract was funded through a $1,000,000 grant from the Florida Department of Environmental Protection (FDEP) (Agreement No. WG070) as a pass-through of Federal American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) (FAIN SLFRP0125) for the purpose of replacing existing septic tanks and drain fields with DWTS, with a $1,000,000 match in funds from the County; and

WHEREAS, the initial award of funds has been exhausted and FDEP has awarded the County with a second grant in the amount of $1,500,000 of state funds for the purpose of replacing existing septic tanks and drainfields with DWTS (Agreement No. QG048) to be completed by December 31, 2029; and

WHEREAS, the Parties desire to update the Contract to include the updated terms and conditions of the new funding source, including pricing for DWTS and drain fields installed utilizing FDEP Grant QG048, as well as updating monthly operating and maintenance costs; and

WHEREAS, executing this First Amendment is in the best interests of the Parties and the residents of Lake County.

NOW, THEREFORE, the Parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this First Amendment upon adoption hereof.

2. **Amendment.** The Contract, as previously modified, is hereby amended to read as follows:

A. **Section 8, *Funding*,** is hereby amended as follows to account for additional funding source(s) from FDEP including, but not limited to, FDEP Agreement No. QG048:

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8. Funding: This Contract will be funded in whole or in part by federal, state, or other local agency monies. The CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the federal funding clauses is attached hereto as **Exhibit D** and incorporated herein. The parties recognize that this Contract is entered into pursuant to State of Florida Department of Environment Protection (FDEP) Grant Agreement WG070 as well as FDEP Grant Agreement QG048 ("Grant Agreements") and both parties shall comply with all requirements and terms of the Grant Agreements in the performance of this Contract. The Grant Agreements are ~~is~~ attached hereto and incorporated herein as **Exhibit E (Composite)**.

CONTRACTOR and the County agree that in the event additional grant funding is made available and utilized for the services provided under this Contract, the parties shall engage in good faith negotiations regarding the terms and conditions which shall be mutually agreed upon by the parties and memorialized via a Contract Modification; no other terms or conditions of the Contract shall be changed without formal Amendment.

A. Permit Compliance: It shall be the sole responsibility of the CONTRACTOR to ensure compliance with the DEP permit and any other applicable regulatory authority, including but not limited to reporting, sampling, monitoring, and payment of any fines or penalties to DEP or any other agencies that may result from non-compliance with the permit and/or other applicable law or regulation.

B. Section 15, *Protection of Property*, Paragraph C., is hereby amended to clarify CONTRACTOR responsibilities and to read as follows:

15. Protection of Property:

* * *

C. The CONTRACTOR shall be responsible for re-grading and re-sodding and replacing mulch in any areas that are disturbed by the ~~contractor~~ CONTRACTOR during the course of the work being completed~~, as well as restoring all disturbed irrigation, where applicable~~. CONTRACTOR shall not be responsible for any irrigation repairs except to the extent irrigation damage is caused by the negligence of CONTRACTOR or its subcontractors. CONTRACTOR shall provide written documentation to the property owner(s) informing them that irrigation repairs, as well as extraordinary costs associated with installation of the DWTS and drainfield related to the (1) relocation of existing water, irrigation, or drainage lines; (2) removal of trees; (3) removal of buildings, or accessory pumps, or other mechanical equipment; (4) removal or relocation of accessory structures; and (5) costs associated with extra-long lateral lines or electrical lines and plates to protect sidewalks and driveways, are the sole responsibility of the property owner(s). CONTRACTOR shall obtain from the property owner(s) written consent and approval for any extraordinary costs and provide written approvals to the COUNTY prior to approval of work.

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C. ***Exhibit D*** shall not be applicable to the units provided under FDEP Grant Agreement QG048 as no federal funds are being provided as part of that allocation. If additional federal funding is received for this program in the future, CONTRACTOR will comply with the terms and conditions contained in **Exhibit D**.

D. ***Exhibit E*** is hereby amended to include FDEP Grant Agreement QG048, attached hereto as Attachment 1 to this Amendment, which shall apply to services provided under this Contract utilizing funds provided under FDEP Grant Agreement QG048. ***Exhibit E*** shall be referred to as **Exhibit E (Composite)** to include the additional terms under this Amendment as well as the terms originally included the Agreement.

E. **Section 48,** ***Notice*****,** is hereby amended to update Contractor's contact information as follows: Scott Forrester, Vice President; OnSyte Performance, LLC; 4465 Commerce Park Drive, Suite 101; Buford, GA 30518.

F. **Exhibit A, Scope of Services,** ***Section 1. Scope of Services***, is hereby amended to allow for Contractor to perform additional septic to DWTS conversion under additional sources of grant funding beyond the initial FDEP grant awarded to the County and shall read as follows:

1. SCOPE OF SERVICES

Lake County, with ~~a~~ grant funding from Florida Department of Environmental Protection (FDEP), seeks the implementation of water quality improvement projects such as the abandonment and replacement of ~~up to 133~~ existing traditional septic systems with Individual Distributed Wastewater Treatment Systems (IDWTS). The FDEP grant funding dictates retrofit to existing septic tanks near impaired waters (Wekiva, Ocklawaha, Palatlakaha, and Harris TMDL/BMAP), as specifically indicated in each respective award.

~~1.1. Initially, 133 residential locations with septic systems will be selected during the contract period to be replaced with IDWTS.~~
~~1.2. Fifty out of the 133 replacements will be located at lakefront properties located on impaired waterbodies with the remaining locations that are yet to be determined.~~
~~1.2.1. Additional locations may be added at the County's discretion.~~
~~1.3. The anticipated expenditure is $2 million.~~

1.1. The Services to be performed under the additional funds provided under Grant Agreement QG048 shall consist of the abandonment and replacement of existing traditional septic systems with Distributed Wastewater Treatment System ("DWTS") consisting of individual Distributed Wastewater Treatment Units ("DWTU"). The FDEP grant dictates retrofit to existing septic tanks near impaired waters (Wekiva, Ocklawaha, Palatka, and Harris TMDL/BMAP).

1.2 In the event additional funding is made available, including grant funding, and County decides in its sole and absolute discretion to utilize Contractor for installation and maintenance of additional DWTS units, County and Contractor shall engage in good faith negotiations and execute a Contract Modification mutually agreeable to the parties, following County Procurement procedures, to include the additional grant terms as well as

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a delivery schedule for performance consistent with the requirements of the additional funding source(s).

G. Exhibit A, Scope of Services, *Section 2. Contractor Responsibilities,* is hereby amended as follows; however, the Amendment to this section shall not apply to work performed under FDEP Grant Agreement WG070:

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

* * *

2.10. Inspect drain fields to document the system has adequate capacity to meet the new wastewater treatment performance requirements to function properly once the IDWTS is installed.

2.10.1. Verify the condition of the drain field and plumbing connections to each septic system.

2.10.2. Connect the new IDWTS to the customer's existing, modified, or new drain field.

2.10.3. Provide all labor and materials to make all plumbing and electrical connections for the system to work.

2.10.4. Provide geotechnical and soils investigation necessary to ensure drain field has and will operate according to permit requirements. Ensure that the bottom of the drain field ~~is a minimum of 18 inches~~ complies with FDEP requirements for separation of drain fields above the seasonal high groundwater line, as determined by the engineer.

2.11. Make a pre-site visit (site visit prior to developing the task order and fee proposal for County approval) to inspect the drain field. If the drain field fails inspection, then notify the Project Manager of the failure in the Task Order. Replacement or repair cost of drain fields will be added to the Task Order for such locations as determined by County and Contractor. The Task Order shall identify the amount to be paid by the County, up to the specified amount, and the balance to be paid by the property owner(s), if any. Contractor shall include subcontractor quotes for drainfield replacement with each Task Order. During this preliminary site visit the Contractor shall identify the locations of other underground utilities, landscape including trees ~~and shrubbery~~, fencing, and other improvements. The Contractor shall include in the task proposal the cost of repair and replacement of all improvements and identify, if applicable, extraordinary costs to be borne by the property owner(s). ~~The contractor shall also include the list and location of trees and shrubbery to be removed from the project to ensure that operation and maintenance will not be affected by future growth or tree roots.~~

* * *

H. Exhibit A, Scope of Services, *Section 2. Contractor Responsibilities*, Paragraph 2.16, is amended as follows to align with Contractor's responsibility as the FDEP permittee for operation of the DWTS:

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2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

* * *

2.16. ~~Although the County will remain the permittee, it is the intention to subcontract the operation and maintenance of these systems.~~ Contractor shall be the permittee and shall be responsible for full compliance with FDEP required permits for operation of the DWTS under the permit and shall be responsible for the operation and maintenance of the system. Contractor shall be responsible for submitting timely applications to FDEP for any required permit renewals. The selected contractor shall be responsible for both the CAPX and OPX components of the project. This offer extends services to operate, maintain, and monitor the systems for the owner for a period of 10 years with two 5-year extensions to be approved by the Lake County Board of County Commissioners. OPX will include interconnected telemetry capabilities, effluent sampling, and performance reporting services.

Notwithstanding the foregoing, in the event of Contractor's dissolution or bankruptcy or the termination of this Agreement, Contractor shall transfer the FDEP Permit to County and the Parties agree to execute all documents necessary to effectuate the same.

I. Exhibit C, Pricing Sheet, shall be amended as follows to provide pricing for additional DWTS and drainfield replacements under FDEP Grant Agreement QG048 as well as any additional installations to be performed under other funding sources, in the sole discretion of the County; however, the Amendment to this section shall not apply to work performed under FDEP Grant Agreement WG070:

* * *

The pricing in this section shall apply to the replacement of septic tanks with DWTS and replacement or repair of drain fields not funded under FDEP Grant WG070 under Task Orders submitted after the effective date of this Amendment.

ITEM #	ITEM DESCRIPTION	COST PER LOCATION
1	Replacement of existing traditional septic systems with DWTS.	$17,322
2	Replacement or repair of drainfield.	Cost Plus 6%

- This is an indefinite quantity contract with no guarantee of use of services. County does not guarantee a dollar amount to be expended on services under this contract.

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- Cost items associated with the installation of the drainfield include drain field material, piping, root barriers, drainfield lift pump(s) (if required), and soil removal, backfilling, third-party inspections, and restoration.

- Contractor reserves the right on an annual basis to increase fees by an amount which will not exceed the lesser of (a) four percent (4%) or (b) the year-over-year increase in the Consumer Price Index published by the U.S. Department of Labor (Series CUUR0000SA0L1E; prior 12 months, December CPI). Notice of rate adjustment must be given to the County by March 1st of each year to become effective October 1st of that year.

- Contractor shall be responsible for providing property owners with a list of extraordinary costs associated with installation of the DWTU under Item 1, which shall be the responsibility of the property owner. Extraordinary costs are the following, without limitation: (1) relocation of existing water, irrigation, or drainage lines; (2) removal of trees; (3) relocation of existing irrigation or accessory pumps, or other mechanical equipment; (4) removal or relocation of accessory structures; (5) costs associated with protecting driveways with pads; and (6) extra lateral lines or lines longer than 10 feet, or electrical services requiring 40 feet or more conduit and wiring from a property owners available exterior disconnect box and/or wiring from the electrical panel, and any exterior wiring more than 30 feet from the disconnect box to the DWTU. All extraordinary costs must be provided to and approved by the property owner in advance of installation and shall be included in the Task Order provided to County.

- Contractor shall be solely responsible for seeking payment from property owners for any costs not paid by County, including those costs deemed extraordinary costs and costs of drainfield replacement and repair, to the extent not subsidized by the County. County will not be responsible for collections and shall not include unpaid property owner costs as part of any tax assessment against the property.

* * *

J. Exhibit F, Operations and Maintenance Service Agreement, *Paragraph 1, System Fees and Payments*, is updated as follows:

1. System Fees and Payments: System Fees and Payment will be in accordance with the OPX pricing sheet attached hereto as **Exhibit A**, ~~$38.10/~~ for standard residential DWTU for access to the OnSyte SaaS Platform and all costs associated with the operation, inspections, maintenance and repair of the DWTU ("**SaaS + O&M"**) for the Service Term. For non-standard residential DWTU installations (e.g., those systems serving multi-family or commercial locations), the System Fees will be determined on a case-by- case basis and described in the specific DWTU Task Order for that installation.

* * *

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K. Exhibit F, Operations and Maintenance Service Agreement, *Paragraph 2, OnSyte SaaS Platform*, is updated as follows:

* * *

G. In the event of Contractor's dissolution or bankruptcy, Contractor agrees to provide the Source Code for the OnSyte Software to County. Upon release of the source code under the provisions of this Section, Contractor grants County a non-exclusive, perpetual, royalty-free license to use, modify, and distribute the source code solely for the purpose of maintaining and supporting operation of the DWTS reliant on the OnSyte Software.

L. Exhibit F, Operations and Maintenance Service Agreement, *Attachment A, Pricing Sheet applicable to Operations and Maintenance*, is updated as follows, to be effective January 1, 2026:

* * *

ITEM #	ITEM DESCRIPTION	COST PER LOCATION
1A	~~Ongoing Operations and Maintenance for IDWTS located at single-family residential lakefront properties located on impaired waterbodies~~ Ongoing O&M for IDWTS located at single-family residential locations installed pursuant to applications submitted prior to the Effective Date of Amendment 1.	~~$38.10 per month~~ $45.00 per month
1B	Ongoing O&M for IDWTS located at single-family residential locations installed pursuant to applications submitted after the Effective Date of Amendment 1.	$50.00 per month
~~3~~2	Ongoing Operations and Maintenance for IDWTS in commercial locations or any location other than single-family residential	For non-standard (e.g., systems serving multi-family or commercial locations) the System Fees will be determined on a case-by-case basis and described in the specific Task Order for the installation.
Contractor reserves the right, on an annual basis, to increase the monthly operations and maintenance fees by an amount which will not exceed the ~~greater~~ lesser of: (a) ~~three~~ four percent ~~(3%)~~(4%), or (b) the year-over-year increase in the Consumer Price Index published by the U.S. Department of Labor (Series CUUR0000SA0L1E; prior 12-months, December CPI). Requests for a rate increase must be made in writing to the		

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County by March 1 and annually thereafter by March 1 of each year; rate increases will be effective on January 1 of the following year.

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchase. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept or authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

This is an indefinite quantity contract with no guaranteed use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

In the event of any change in applicable state, or local law, regulation, ordinance, rule, or permit requirement (including, without limitation, any modification, amendment, or reissuance of the FDEP permit applicable to the wastewater treatment unit(s) serviced hereunder) that materially affects the scope, frequency, method, or cost of the monitoring, operation, and maintenance services provided by OnSyte under this Agreement (a "Regulatory Change"), the Parties will negotiate in good faith an adjustment to the monthly O&M fee to reflect the additional, reduced, or modified obligations resulting from such Regulatory Change. Upon agreement of the Parties to an adjustment of the monthly O&M fee resulting from such Regulatory Change, the negotiated fee adjustment shall take effect on January 1st the following year.

3. Effect of Amendment. All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this First Amendment conflicts with the Agreement, this First Amendment will govern.

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IN WITNESS WHEREOF, the parties have signed this First Amendment through their authorized representatives on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

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CONTRACTOR

ONSYTE PERFORMANCE, LLC

Signed by:
John Cheslik
1E9E8D9AC6EB455...

John Cheslik, Manager

This _____ day of 5/14/2026, 2026.

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Lake County Septic to Distributed Sewer Program**

Agreement Number: **QG048**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Lake County**

Entity Type: **Local Government**

Grantee Address: **315 West Main Street, Tavares, Fl 32778**

FEID: **59-6000695**

(Grantee)

3. Agreement Begin Date: **July 1, 2025**

Date of Expiration: **December 31, 2029**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (28.742, -81.8268)**

Project Description: **The Grantee will replace existing septic tanks and drain fields near impaired waters (Wekiva, Ocklawaha, Palatalkaha, and Harris TMDL/BMAP).**

5. Total Amount of Funding: **$ 1,500,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**WQIG, GAA LI 1712, FY 23-24, WPSPTF**	$ **1,500,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **1,500,000.00**

6. Department's Grant Manager

Name: **Benjamin Morrow** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2086**

Email: **Benjamin.Morrow@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Jeff Earhart** or successor

Address: **350 N. Sinclair Ave., P.O. Box 7800**
Tavares, FL
32778-7800

Phone: **352-253-6009**

Email: **jeff.earhart@lakecountyfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ■ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Lake County **GRANTEE**

Grantee Name

By Leslie Campione 4/16/26

(Authorized Signature) Date Signed

Leslie Campione, Chairman

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

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DWRA Additional Signatures

Benjamin Morrow

Digitally signed by Benjamin Morrow
Date: 2026.04.27 18:47:22 -04'00'

Benjamin Morrow, DEP Grant Manager

Kayla Brunson

Digitally signed by Kayla Brunson
Date: 2026.04.29 08:20:53 -04'00'

Kayla Brunson, DEP QC Reviewer

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

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ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

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e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

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of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

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other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

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ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

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The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

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i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

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the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. QG048

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Lake County Septic to Distributed Sewer Program. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2025 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

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maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according

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to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity.
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

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ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Lake County Septic to Distributed Sewer Program

PROJECT LOCATION: The Project will be within Lake County (28.7421, -81.8268); multiple locations focusing on impaired watersheds.

PROJECT BACKGROUND: This program will abandon existing septic tanks near impaired waters in multiple TMDL/BMAP areas. After being properly abandoned, the septic tanks will be replaced with Distributed Wastewater Treatment System (DWTS), which will be owned by Lake County (Grantee). A contractor will be selected to operate the system and provide billing services. A Distributed Water Treatment Unit (DWTU) will be installed at each participating location in lieu of the septic tank. The DWTUs are controlled via SCADA and operated by licensed wastewater operators.

PROJECT DESCRIPTION: The Grantee will replace existing septic tanks and drain fields near impaired waters (Wekiva, Ocklawaha, Palatalkaha, and Harris TMDL/BMAP). The DWTU upgrade will be installed at each participating location to improve nutrient removal of the septic systems. The system will be inspected approximately twice per year.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Upgrade to Distributed Wastewater System

Deliverables: The Grantee will properly abandon the septic systems and connect single family residences and/or commercial buildings to a DWTS via a DWTU. The Grantee will submit through the Department's GIS web-interface data collection tool parcel-level data identifying parcels connected to sewer along with associated grant information.

Documentation: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager; 2) a list of addresses and types of the properties connected; and 3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor. For the final documentation, the Grantee will also submit: 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Upgrade to Distributed Wastewater System	Contractual Services	$1,500,000	07/01/2025	12/31/2029
		Total:	$1,500,000		

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

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General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

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Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023 - 2024	37.039	Statewide Water Quality Restoration Projects - LI 1712	$1,500,000.00	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,500,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

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

DATE: 05/12/2026
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42973
BY: Melanie Brown, Office Associate IV
SUBJECT: Traffic-calming and intersection control for East Crooked Lake Drive, Country Club Road, and Waycross Avenue.

RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval to adopt a Resolution to install stop signs and all-way plaques on East Crooked Lake Drive (5069) and Country Club Road (5170), Upgrade the No Truck Signage to include a “No Trucks over 10 Tons Local Delivery Exempt” sign, add Residential Area sign just north of Country Club Road (5170) intersection, add two speed tables on East Crooked Lake Road (5069) and add two speed tables on Waycross Avenue (5072) between Country Club Road (5170) and Abrams Road (5371).

The fiscal impact is $120,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 3 and 4.

BACKGROUND SUMMARY: In March of this year, representatives from the Lake County Public Works Department and Commissioner Campione met with three East Crooked Lake Community representatives on site at East Crooked Lake Drive. Residents highlighted several safety concerns, specifically requesting additional speed tables and a multi-way stop. They also expressed significant concern regarding the frequent presence of large trucks on the residential road.

On August 7, 2001, Country Club Road (5170) was changed from a Yield Sign to a Stop Sign at the intersection with East Crooked Lake Drive (5168). Since then, the traffic has increased in the area, and the intersection has become a concern. The Public Works Department evaluated the intersection of Country Club Road (5170) at East Crooked Lake Drive (5069) for all-way stop control due to the sight line restrictions, increase in traffic, and road intersection configuration. Vehicles on Country Club Road (5170) have difficulty seeing southbound vehicles on East Crooked Lake Drive (5069). This has created unsafe travel conditions. The Department determined that all-way stop control was appropriate at the intersection of Country Club Road (5170) and East Crooked Lake Drive (5168). The Public Works Department will install two LED “STOP” signs on East Crooked Lake Drive (5168) and replace the current sign on Country Club Road (5170) with a LED “STOP” sign to convert the intersection to an all-way stop control. Each sign will have an “ALL WAY” plaque under the Stop Sign.

East Crooked Lake Drive (5069) currently has speed tables from Country Club Road (5170) to Country Club Drive (5168). The Public Works Department has evaluated East Crooked Lake Drive and determined that two additional speed tables would help control the speeds in the residential area.

The Public Works Department has evaluated Waycross Avenue (5072) from Country Club Road (5170) to Abrams Road (5371). This section of Waycross Avenue (5072) has several houses directly fronting the road. It is recommended to add two speed tables to this section of Waycross Avenue (5072) to help manage the speeds in this residential area.

There is currently a No Truck Sign, but it does not have a weight nor class limit for trucks. As this is a residential area with roads not constructed to handle through truck traffic, it is recommended to have a “No Trucks over 10 Tons Local Delivery Exempt” sign added.

To help bring attention to the residential area on East Crooked Lake Drive (5069) the Public Works Department will install a “Residential Area” sign north of the Crooked Lake Road (5170) intersection for the northbound traffic.

Fiscal Impact: $120,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Transportation Trust	1120	5055200	830530		$120,000

Advertised Date: Paper:

Attachments:

1.	East Crooked Lake Rd Intersection
2.	East Crooked Lake Rd
3.	Resolution No Trucks Crooked Lake6.5.26
4.	Resolution_East Crooked Lake_6.5.2026

STAFF APPROVALS AND DATES:

Melanie Brown	Created/Initiated - 05/12/2026
Jeffrey Earhart	Approved - 05/14/2026
David Hill	Approved - 05/14/2026
Kerri Andrews	Approved - 05/15/2026
Grace Burgos	Approved - 05/15/2026
Roberto Bonilla	Approved - 05/15/2026
Rachel Bartolowits	Approved - 05/18/2026
Ron Falanga	Approved - 05/18/2026
Kandace Pourbaix	Approved - 05/18/2026
Miranda Lanoue	Approved - 05/18/2026
Jaime Stewart	Approved - 05/18/2026
Melanie Marsh	Approved - 05/19/2026

Jennifer Barker	Approved - 05/19/2026
Marisol Saldana	Final Approval - 05/19/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:


All Way
Stop Intersection
STOP
STOP
STOP
COUNTRY CLUB RD
HILLSIDE DR
EAST CROOKED LAKE DR
N
W
E
S
0
50
100
200
300
Feet


AVENUE C
FAIRWAY AVE
Existing Speed Table
BROADVUE AVE
BROADVUE CT
Proposed Speed Table
Proposed Speed Table
ORANGE CAPITAL CT
ABRAMS RD
Proposed Speed Table
SUNSET DR
TOPPING PL
COUNTRY CLUB RD
FAIRVIEW CT
RIDGECREST DR
RIDGEVIEW CIR
EASTRIDGE DR
Proposed Speed Table
Existing Speed Table
RIDGEVIEW DR
East Crooked Lake
Proposed Residental Area Sign
HILLSIDE DR
Existing Speed Limit Sign
Proposed Multi-Way Stop
Existing Speed Sign
MADRONA DR
VISTA AVE
EAST CROOKED LAKE DR
ALAMEDA DEL NORTE
TREMONT DR
EL PASO
EAST CROOKED LAKE CLUB BLVD
Existing Residental Area Sign
Existing No Trucks Sign
US HWY 441
ALAMEDA DEL SUR
N
W
E
S
0 100 200 400 600 800
US Feet

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, RELATING TO A RESTRICTION OF USE OF EAST CROOKED LAKE DRIVE (5069) AND POSTING ADVANCE SIGNS IN THE EUSTIS AREA; PROVIDING FOR FINDINGS BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR PLACEMENT OF "NO TRUCKS OVER 10 TONS LOCAL DELIVERY EXEMPT" SIGNS; EXEMPTING LOCAL DELIVERIES TO RESIDENTIAL PROPERTIES; 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 316.555, Weight, load, speed limits may be lowered; condition precedent, further provides that local authorities may prescribe by notice loads and weights and speed limits lower than the limits prescribed by Chapter 316 with respect to streets and highways under their jurisdiction; and

WHEREAS, Chapter 15, 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 Public Works Department investigated truck traffic on East Crooked Lake Drive (5069) and determined that the roadway was not designed for high volumes of truck traffic. The road also does not meet the minimum 12-foot lane width along its entire length for a Rural Minor Collector road, further aggravating risk of damage to the roadway by high volumes of heavy truck traffic. Restricting truck traffic in this area would improve safety and help reduce roadway deterioration caused by heavy trucks; and

WHEREAS, the Board of County Commissioners of Lake County, Florida, finds that a significant number of heavy trucks are using East Crooked Lake Drive (5069); and

WHEREAS, the Board of County Commissioners of Lake County, Florida, now desires to prohibit truck traffic exceeding 10 tons, local delivery exempt on East Crooked Lake Drive (5069) and have determined that such restrictions shall serve the health, safety, welfare, and convenience of the residents of Lake County.

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. **Restrictions Imposed.** Pursuant to the authority granted under Section 316.555, Florida Statutes, the Board of County Commissioners has determined the use of East Crooked Lake Drive (5069) shall be restricted to no trucks over 10 tons, local delivery exempt, as this roadway was not designed to accommodate a large volume of heavy vehicle traffic. Further, the Board has determined that the posting of advance signs notifying the public that "No Trucks over 10 Tons Local Delivery Exempt" is necessary. Garbage collection vehicles and local deliveries, or transport of agricultural goods or equipment, to or from residential or agricultural properties within the restricted area shall be exempt from these restrictions, including but not limited to, sod deliveries, citrus trucks, hay deliveries, moving trucks, and furniture deliveries. Large-scale development construction traffic for which alternate access exists shall not be considered a local delivery and shall utilize other access.

Section 3. **Signs to be Placed.** "No Trucks over 10 Tons Local Delivery Exempt" signs shall be erected along East Crooked Lake Drive (5069) as indicated on Exhibit "A" attached and incorporated herein.

Section 4. **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 5. **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

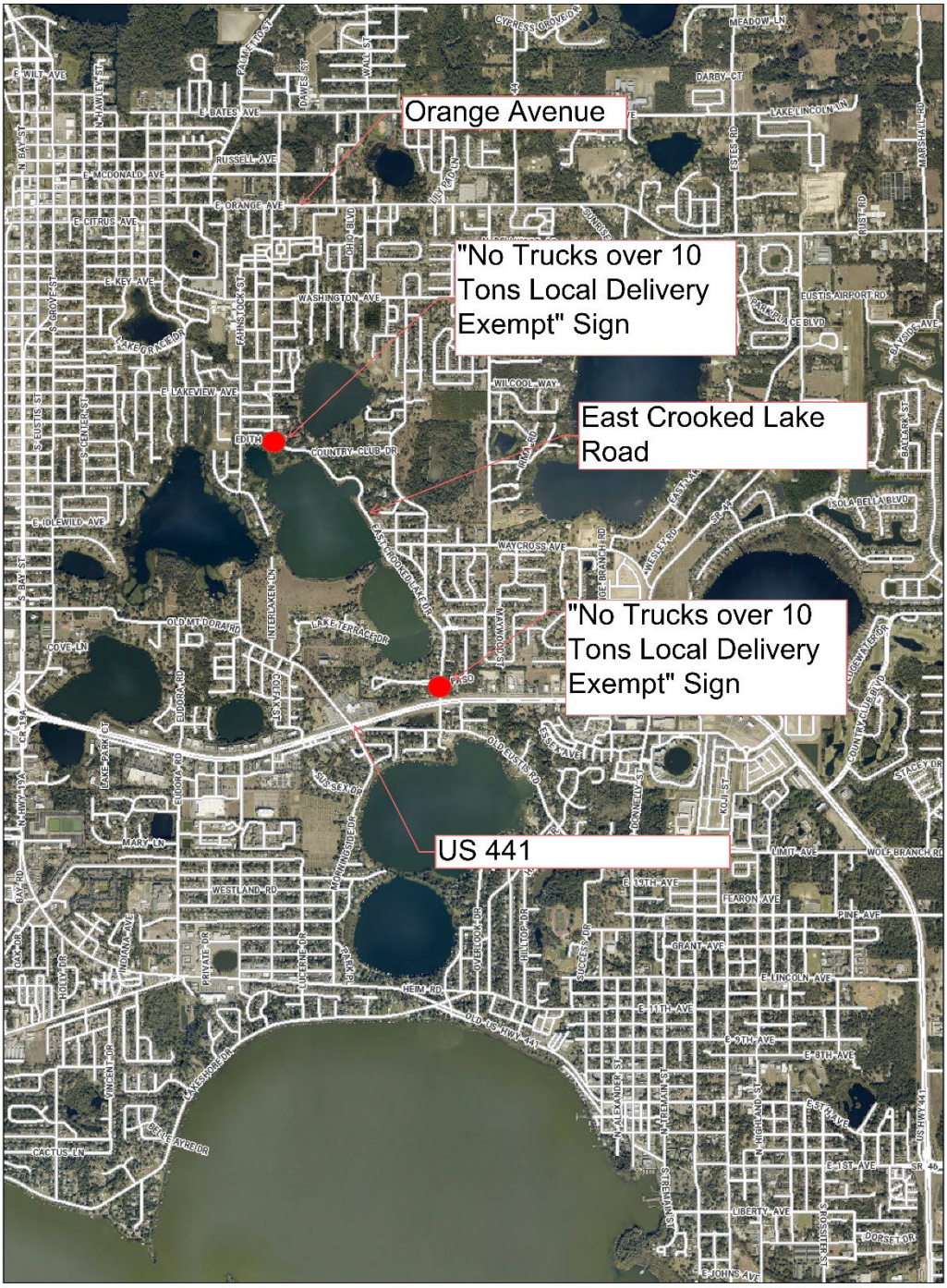
This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

Exhibit A

East Crooked Lake Area



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 EAST CROOKED LAKE DRIVE (5069) AND ITS INTERSECTION WITH COUNTRY CLUB ROAD (5170) IN THE EUSTIS 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), further 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 East Crooked Lake Drive (5069) and Country Club Road (5170) 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 East Crooked Lake Drive (5069) and Country Club Road (5170) 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 East Crooked Lake Drive (5069) and Country Club Road (5170), as indicated on **Exhibit A**, attached hereto and incorporated herein. "STOP" signs and "ALL WAY" plaques shall be installed on East Crooked Lake Drive (5069) and Country Club Road (5170).

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


All Way
Stop Intersection
STOP
STOP
STOP
COUNTRY CLUB RD
HILLSIDE DR
EAST CROOKED LAKE DR
N
W
E
S
0 50 100 200 300
Feet

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

DATE: 05/28/2026 **MEETING DATE:** 6/9/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 43005
BY: Michelle Wilkinson, Executive Legal Office Manager/Property Manager
SUBJECT: Construction Agreement with Central Florida Expressway Authority for State Road 516

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to repeal and replace the Construction Agreement previously approved by the Board of County Commissioners on March 24, 2026, with the Central Florida Expressway Authority (CFX) for the County to reimburse CFX for a portion of the right-of-way acquisition, design, permitting, and construction associated with CR 455, Cook Road, and Schofield located between U.S. 27 and S.R. 429 as part of the Lake/Orange Expressway Project in the amount of $16,348,714.42, spread over 20 years. The first payment of $817,436.12 is scheduled for approximately October 15, 2027, with annual payments of $817,435.70 thereafter through October 15, 2046.

The fiscal impact is $817,436.12 (expenditure) in Fiscal Year 2028 and $817,435.70 annually through Fiscal Year 2046 (expenditure). Commission District 1.

BACKGROUND SUMMARY: On October 10, 2019, the Central Florida Expressway Authority Board (CFX) approved the preferred alternative for a proposed east-west expressway to be known as the Lake/Orange Expressway connecting U.S. 27 to S.R. 429. CFX began the design of the project in 2020 and determined it was necessary to acquire the right-of-way located between U.S. 27 and S.R. 429 for public use and for the purpose of constructing, operating and maintaining the Lake/Orange Expressway. CFX has since completed the design of the project and has bid the project for construction.

Lake County Public Works, in discussions with CFX, incorporated improvements to CR 455, Cook Road, Schofield, and the County's trail system into the CFX Lake/Orange Expressway construction plans. This included tasks related to right-of-way acquisition, design, permitting, and construction.

The Construction Agreement states the County shall pay to CFX the County Contribution in twenty (20) annual payments with the first payment in the amount of $817,436.12 due on or before October 15, 2027, and then $817,435.70 thereafter through October 15, 2046.

On March 24, 2026, the Board of County Commissioners (Board) approved the Construction Agreement. However, after the Board approved the agreement, CFX

requested additional changes. Since CFX has not approved the document yet, the recommendation is to rescind the previous Board approval and seek approval of the revised Construction Agreement.

Fiscal Impact: $16,348,714.42 (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
South Impact Fees	1157	5056670	880810	50088	$16,348,714.42

Advertised Date: Paper:

Attachments:

1.	516-237-BID FORM-CR 455 - LOCAL ROADS Estimate
2.	CFX Location Map
3.	Vicinity Map CFX
4.	Construction Agreement.CFX.Lake County.REVISED FINAL052826.SGS

STAFF APPROVALS AND DATES:

Michelle Wilkinson	Created/Initiated - 05/28/2026
David Hill	Approved - 05/29/2026
Kerri Andrews	Approved - 05/29/2026
Grace Burgos	Approved - 05/29/2026
Jeffrey Earhart	Approved - 05/29/2026
Roberto Bonilla	Approved - 05/29/2026
Rachel Bartolowits	Approved - 05/29/2026
Ron Falanga	Approved - 05/29/2026
Kandace Pourbaix	Approved - 05/29/2026
Miranda Lanoue	Approved - 05/29/2026
Jaime Stewart	Approved - 05/29/2026
Melanie Marsh	Approved - 05/29/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Central Florida Expressway Authority (CFX)
CFX PROJECT No.
516-237
SEGMENT 2: SR 516 From West of Cook Road to East of Lake/Orange County Line

Dewberry

LOCAL ROADS ESTIMATE (CR 455 & SCHOFIELD RD)

LAKE/ORANGE COUNTY

SUMMARY

DESCRIPTION	TOTAL PROJECT COST (2025)- INCLUDES EAL FEES + CONTINGENCY (5%)
LOCAL ROADS	
1- CR 455	$9,784,657.89
2- SCHOFIELD RD	$1,837,243.35
3 - LANDSCAPE - BY CFX	$0.00
4 - RELOCATE UTILITIES - NOT INCLUDED	$0.00
TOTAL (2025 CONSTRUCTION COST)	**$11,621,901**
DESIGN + CEI (11%)	$1,278,409
RIGHT - OF - WAY	
CR 455	$4,423,498
SCHOFIELD RD	$29,850
GRAND TOTAL PROJECT COST (2025 $)	**$17,353,659**

LAST REVISION: 7/28/2025

ESTIMATE BASIS AND ASSUMPTIONS:

1. Estimate is based on 90% Re-submittal Plans dated March 2025. Includes CR 455 and Schofield Rd Estimates.
2. Estimate excludes escalation, or inflation, all prices present day.
3. The estimate includes design fees.
4. The estimate includes CEI (Construction Engineering & Inspection) fees.
5. The estimate does not include landscaping. These cost are by CFX.
6. Estimate does not include wetland/mitigations costs.

*** BID FORM ***

CFX PROJECT NO. 516-237; CONTRACT NO. 001670

SR 516 LAKE ORANGE EXPRESSWAY FROM WEST OF COOK ROAD TO LAKE/ORANGE COUNTY LINE

LOCAL ROADS (CR 455 & SCHOFIELD RD) ESTIMATE

ITEM NO.	CR 455	SCHOFIELD RD	TOTAL QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	CR 455	SCHOFIELD RD	TOTAL
0101-001-000	1	1	1.000	LS	MOBILIZATION	%	$800,000.00	$150,000.00	$950,000.00
0104-020-000			-	LS	EROSION CONTROL	%	$40,000.00	$10,000.00	$50,000.00
0110-001-001	36.395	1.000	37.395	LS	CLEARING & GRUBBING(INCLUDES PONDS ASSOCIATED WITH LOCAL RD)	$50,000.00	$1,819,753.09	$50,000.00	$1,869,753.09
0120-001-000	105,743.000	2,243.000	107,986.000	CY	REGULAR EXCAVATION(INCLUDES PONDS ASSOCIATED WITH LOCAL RD)	$8.10	$856,518.30	$18,168.30	$874,686.60
0120-004-000	-	-	-	CY	SUBSOIL EXCAVATION	$27.50	$0.00	$0.00	$0.00
0120-006-000	39,001.000	2,995.000	41,996.000	CY	EMBANKMENT(INCLUDES PONDS ASSOCIATED WITH LOCAL RD)	$17.00	$663,017.00	$50,915.00	$713,932.00
0120-074-000	-	-	-	CY	SURCHARGE EMBANKMENT	$25.00	$0.00	$0.00	$0.00
0160-004-000	25,253.400	5,626.915	30,880.315	SY	TYPE B STABILIZATION	$11.00	$277,787.40	$61,896.07	$339,683.47
0285-701-000	5,160.300		5,160.300	SY	OPTIONAL BASE,BASE GROUP 01, LIMEROCK ONLY	$21.40	$110,430.42	$0.00	$110,430.42
0285-704-000	2,389.100	658.700	3,047.800	SY	OPTIONAL BASE,BASE GROUP 04, LIMEROCK ONLY	$24.80	$59,249.68	$16,335.76	$75,585.44
0285-706-000			-	SY	OPTIONAL BASE,BASE GROUP 04, LIMEROCK ONLY	$26.00	$0.00	$0.00	$0.00
0285-709-000	19,806.530	4,046.600	23,853.130	SY	OPTIONAL BASE,BASE GROUP 09, LIMEROCK ONLY	$30.00	$594,195.90	$121,398.00	$715,593.90
0285-710-000			-	SY	OPTIONAL BASE,BASE GROUP 10, LIMEROCK ONLY	$42.30	$0.00	$0.00	$0.00
0286-001-000	422.000	94.700	516.700	SY	TURNOUT CONSTRUCTION/DRIVEWAY BASE- OPTIONAL MATERIALS	$61.00	$25,742.00	$5,776.70	$31,518.70
0327-070-001		3,344.000	3,344.000	SY	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	$2.70	$0.00	$9,028.80	$9,028.80
0334-001-012	307.060	224.500	531.560	TN	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	$176.70	$54,257.50	$39,669.15	$93,926.65
0334-001-013	1,499.200		1,499.200	TN	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	$183.10	$274,503.52	$0.00	$274,503.52
0334-001-053			-	TN	SUPERPAVE ASPH CONC, TRAF C, PG76-22	$204.00	$0.00	$0.00	$0.00
0337-007-025			-	TN	ASPH CONC FC,INC BIT,FC-5,PG76-22	$275.80	$0.00	$0.00	$0.00
0337-007-080		444.900	444.900	TN	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	$263.30	$0.00	$117,142.17	$117,142.17
0337-007-083		2,297.500	2,297.500	TN	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22	$228.00	$0.00	$523,830.00	$523,830.00
0339-001-000			-	TN	MISCELLANEOUS ASPHALT PAVEMENT	$314.00	$0.00	$0.00	$0.00
0400-002-008			-	CY	CONC CLASS II, BULKHEAD	$2,767.00	$0.00	$0.00	$0.00
0400-004-008			-	CY	CONC CLASS IV, BULKHEAD	$2,538.00	$0.00	$0.00	$0.00
0415-001-008			-	LB	REINF STEEL- BULKHEAD	$2.70	$0.00	$0.00	$0.00
0425-001-311	9.000		9.000	EA	INLETS, CURB TYPE P-1, <10'	$12,207.00	$109,863.00	$0.00	$109,863.00
0425-001-321			-	EA	INLETS, CURB TYPE P-2, <10'	$13,267.00	$0.00	$0.00	$0.00
0425-001-411	6.000		6.000	EA	INLETS, CURB TYPE J-1, <10'	$21,946.00	$131,676.00	$0.00	$131,676.00
0425-001-421			-	EA	INLETS, CURB TYPE J-2, <10'	$15,202.00	$0.00	$0.00	$0.00
0425-001-511			-	EA	INLETS, DT BOT, TYPE B, <10'	$9,624.00	$0.00	$0.00	$0.00
0425-001-521			-	EA	INLETS, DT BOT, TYPE C, <10'	$8,467.00	$0.00	$0.00	$0.00
0425-001-541	6.000		6.000	EA	INLETS, DT BOT, TYPE D, <10'	$9,410.00	$56,460.00	$0.00	$56,460.00
0425-001-543	3.000		3.000	EA	INLETS, DT BOT, TYPE D, J BOT, <10	$16,329.00	$48,987.00	$0.00	$48,987.00
0425-001-581			-	EA	INLETS, DT BOT, TYPE H, <10'	$14,975.00	$0.00	$0.00	$0.00
0425-001-701			-	EA	INLETS, GUTTER, TYPE S, <10'	$6,780.00	$0.00	$0.00	$0.00
0425-001-921	1.000		1.000	EA	INLETS, ADJACENT BARRIER, <=10'	$11,307.00	$11,307.00	$0.00	$11,307.00
0425-002-041	1.000		1.000	EA	MANHOLES, P-7, <10'	$6,970.00	$6,970.00	$0.00	$6,970.00
0425-002-061	1.000		1.000	EA	MANHOLES, P-8, <10'	$8,312.00	$8,312.00	$0.00	$8,312.00
0425-002-062			-	EA	MANHOLES, P-8, >10'	$13,625.00	$0.00	$0.00	$0.00
0430-174-118	93.000		93.000	LF	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	$240.00	$22,320.00	$0.00	$22,320.00
0430-174-124		42.000	42.000	LF	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	$190.00	$0.00	$7,980.00	$7,980.00
0430-175-118	1,135.000		1,135.000	LF	PIPE CULV, OPT MATL, ROUND, 18"S/CD	$155.00	$175,925.00	$0.00	$175,925.00
0430-175-124	2,466.000		2,466.000	LF	PIPE CULV, OPT MATL, ROUND, 24"S/CD	$172.00	$424,152.00	$0.00	$424,152.00
0430-175-130	550.000		550.000	LF	PIPE CULV, OPT MATL, ROUND, 30"S/CD	$226.00	$124,300.00	$0.00	$124,300.00
0430-175-136	1,412.000		1,412.000	LF	PIPE CULV, OPT MATL, ROUND, 36"S/CD	$257.00	$362,884.00	$0.00	$362,884.00
0430-175-142	76.000		76.000	LF	PIPE CULV, OPT MATL, ROUND, 42"S/CD	$304.00	$23,104.00	$0.00	$23,104.00
0430-175-218			-	LF	PIPE CULV, OPT MATL, OTHER SHAPE-ELLIP/ARCH, 18"S/CD	$259.00	$0.00	$0.00	$0.00
0430-542-100			-	EA	STRAIGHT CONCRETE ENDWALLS, 42", SINGLE, 0 DEGREES, ROUND	$14,937.00	$0.00	$0.00	$0.00
0430-982-125			-	EA	MITERED END SECT, OPTIONAL RD, 18" CD	$3,695.00	$0.00	$0.00	$0.00

*** BID FORM ***

CFX PROJECT NO. 516-237; CONTRACT NO. 001670

SR 516 LAKE ORANGE EXPRESSWAY FROM WEST OF COOK ROAD TO LAKE/ORANGE COUNTY LINE

LOCAL ROADS (CR 455 & SCHOFIELD RD) ESTIMATE

ITEM NO.	CR 455	SCHOFIELD RD	TOTAL QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	CR 455	SCHOFIELD RD	TOTAL
0430-982-129	1.000		1.000	EA	MITERED END SECT, OPTIONAL RD, 24" CD	$3,868.00	$3,868.00	$0.00	$3,868.00
0430-982-133			-	EA	MITERED END SECT, OPTIONAL RD, 30" CD	$6,545.00	$0.00	$0.00	$0.00
0430-982-138	4.000		4.000	EA	MITERED END SECT, OPTIONAL RD, 36" CD	$8,018.00	$32,072.00	$0.00	$32,072.00
0430-982-140			-	EA	MITERED END SECT, OPTIONAL RD, 42" CD	$9,533.00	$0.00	$0.00	$0.00
0430-984-125	6.000		6.000	EA	MITERED END SECTION, OPTIONAL ROUND, 18" SD	$4,249.00	$25,494.00	$0.00	$25,494.00
0430-984-129		2.000	2.000	EA	MITERED END SECTION, OPTIONAL ROUND, 24" SD	$4,886.00	$0.00	$9,772.00	$9,772.00
0455-087-000			-	EA	ANCHOR BAR, STEEL	$4,185.00	$0.00	$0.00	$0.00
0455-133-003			-	SF	SHEET PILING STEEL, F&I PERMANENT	$50.00	$0.00	$0.00	$0.00
0515-001-001	9.000		9.000	LF	PIPE HANDRAIL-GUIDERAIL (STEEL)	$205.62	$1,850.58	$0.00	$1,850.58
0520-001-010	1,875.600	2,855.400	4,731.000	LF	CONCRETE CURB & GUTTER, TYPE F	$40.00	$75,024.00	$114,216.00	$189,240.00
0520-002-002	63.000		63.000	LF	CONCRETE CURB, TYPE B	$76.14	$4,796.82	$0.00	$4,796.82
0520-002-004	68.000		68.000	LF	CONCRETE CURB, TYPE D	$97.92	$6,658.56	$0.00	$6,658.56
0520-002-100			-	LF	CONCRETE CURB,RIBBON CURB	$200.00	$0.00	$0.00	$0.00
0520-006-000			-	LF	SHOULDER GUTTER- CONCRETE	$40.35	$0.00	$0.00	$0.00
0521-001-013			-	LF	MEDIAN CONCRETE BARRIER, TALL GRADE-SEPARATED	$490.00	$0.00	$0.00	$0.00
0521-008-007			-	LF	CONC BARRIER, W/JUNCT SL, 36" SS	$450.00	$0.00	$0.00	$0.00
0521-072-040			-	LF	SHOULDER CONC. BARRIER (38")	$317.00	$0.00	$0.00	$0.00
0522-002-000	149.495		149.495	SY	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	$135.00	$20,181.83	$0.00	$20,181.83
0523-003-000	8.000		8.000	SY	PATTERNED PAVEMENT	$293.00	$2,344.00	$0.00	$2,344.00
0524-001-002	1,227.800		1,227.800	SY	CONC SLOPE PAVT, NR, 4"	$138.00	$169,436.40	$0.00	$169,436.40
0527-002-000	285.200		285.200	SF	DETECTABLE WARNINGS	$48.00	$13,689.60	$0.00	$13,689.60
0530-003-004	97.000		97.000	TN	RIPRAP, RUBBLE, F&I, DITCH LINING	$136.40	$13,230.80	$0.00	$13,230.80
0530-074-000	64.600		64.600	TN	BEDDING STONE	$145.80	$9,418.68	$0.00	$9,418.68
0536-001-001			-	LF	GUARDRAIL- ROADWAY, GEN TL-3	$22.80	$0.00	$0.00	$0.00
0536-008-112			-	EA	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I-INDEX 536-001, APPROACH TL-3	$3,691.00	$0.00	$0.00	$0.00
0536-085-020			-	EA	GUARDRAIL END TREATMENT- TRAILING ANCHORAGE	$1,241.00	$0.00	$0.00	$0.00
0536-085-024			-	EA	GUARDRAIL END TREATMENT- PARA APP TERM	$3,052.00	$0.00	$0.00	$0.00
0548-012-000			-	SF	RET WALL SYSTEM, PERM, EX BARRIER	$63.50	$0.00	$0.00	$0.00
0550-010-110		1,131.000	1,131.000	LF	FENCING, TYPE A, 0.0-5.0, STANDARD	$26.10	$0.00	$29,519.10	$29,519.10
0550-010-212			-	LF	FENCING, TYPE B, 0.0- 5.0', WI VINYL COATING	$27.20	$0.00	$0.00	$0.00
0550-010-220			-	LF	FENCING, TYPE B, 5.1-6.0', STANDARD	$35.88	$0.00	$0.00	$0.00
0550-010-222	8,334.700		8,334.700	LF	FENCING, TYPE B, 5.1-6.0', W/VINYL COATING	$21.75	$181,279.73	$0.00	$181,279.73
0550-060-124		1.000	1.000	EA	FENCE GATE, TYPE B, DOUBLE, 12.1-18.0' OPENING	$2,420.00	$0.00	$2,420.00	$2,420.00
0550-060-224		4.000	4.000	EA	FENCE GATE, TYPE B, DOUBLE, 18.1-20.0' OPENING	$1,375.00	$0.00	$5,500.00	$5,500.00
0570-001-002	105,046.481		105,046.481	SY	PERFORMANCE TURF, SOD	$4.45	$467,456.84	$0.00	$467,456.84
0630-002-011	2,753.000	105.000	2,858.000	LF	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	$15.60	$42,946.80	$1,638.00	$44,584.80
0630-002-012	4,617.000	515.000	5,132.000	LF	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	$47.00	$216,999.00	$24,205.00	$241,204.00
0630-002-015	60.000		60.000	LF	CONDUIT, FURNISH & INSTALL, BRIDGE MOUNT	$49.90	$2,994.00	$0.00	$2,994.00
0630-002-016	101.000		101.000	LF	CONDUIT, FURNISH & INSTALL, EMBEDDED	$20.90	$2,110.90	$0.00	$2,110.90
0632-007-001		1.000	1.000	PI	SIGNAL CABLE- NEW, F&I	$13,085.00	$0.00	$13,085.00	$13,085.00
633A-121-002	1,889.000		1,889.000	LF	FIBER OPTIC CABLE (12 SM FIBER) (F&I)	$4.00	$7,556.00	$0.00	$7,556.00
633A-121-004			-	LF	FIBER OPTIC CABLE (72 SM FIBER) (F&I)	$4.60	$0.00	$0.00	$0.00
633A-131-002	70.000		70.000	LF	FIBER OPTIC CABLE (12 MM FIBER) (F&I)	$7.12	$498.40	$0.00	$498.40
635A-001-011	11.000		11.000	EA	PULL BOX (F&I)	$1,809.00	$19,899.00	$0.00	$19,899.00
635A-001-012	3.000		3.000	EA	SMALL FIBER OPTIC PULL BOX, 24" DIA, (F&I)	$3,764.00	$11,292.00	$0.00	$11,292.00
0635-002-011	28.000	15.000	43.000	EA	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	$2,185.00	$61,180.00	$32,775.00	$93,955.00
0635-002-012	-		-	EA	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	$3,500.00	$0.00	$0.00	$0.00
0635-002-013		1.000	1.000	EA	PULL & SPLICE BOX, F&I, 30" X 60" COVER SIZE	$7,385.00	$0.00	$7,385.00	$7,385.00
0635-002-019			-	EA	PULL & SPLICE BOX, F&I, DIMENSIONS PER UTILITY/AGENCY OWNER	$3,300.00	$0.00	$0.00	$0.00

*** BID FORM ***

CFX PROJECT NO. 516-237; CONTRACT NO. 001670

SR 516 LAKE ORANGE EXPRESSWAY FROM WEST OF COOK ROAD TO LAKE/ORANGE COUNTY LINE

LOCAL ROADS (CR 455 & SCHOFIELD RD) ESTIMATE

ITEM NO.	CR 455	SCHOFIELD RD	TOTAL QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	CR 455	SCHOFIELD RD	TOTAL
0635-003-012	8.000		8.000	EA	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	$891.00	$7,128.00	$0.00	$7,128.00
0635-003-013	6.000		6.000	EA	JUNCTION BOX, FURNISH & INSTALL, EMBEDDED	$778.00	$4,668.00	$0.00	$4,668.00
0636-012-000			-	EA	4 X 6.5 X 6.5 CONCRETE MANHOLE (F&I)	$21,577.00	$0.00	$0.00	$0.00
0638-001A-000	3.000		3.000	EA	TUBULAR ROUTE MARKER (FIBER)	$307.00	$921.00	$0.00	$921.00
0638-001B-000	2.000		2.000	EA	TUBULAR ROUTE MARKER (POWER)	$307.00	$614.00	$0.00	$614.00
0638-001-011	10.000		10.000	LF	FIBER OPTIC CONDUIT, 1-1" HDPE SDR 11, TRENCH OR PLOW (F&I)	$13.00	$130.00	$0.00	$130.00
0638-001-031	851.000		851.000	LF	FIBER OPTIC CONDUIT, 3-1" HDPE SDR 11, TRENCH OR PLOW (F&I)	$14.40	$12,254.40	$0.00	$12,254.40
0638-001-041			-	LF	FIBER OPTIC CONDUIT, 4-1" HDPE SDR 11, TRENCH OR PLOW (F&I)	$14.00	$0.00	$0.00	$0.00
0638-001-051	211.000		211.000	LF	FIBER OPTIC CONDUIT, 5-1" HDPE SDR 11, TRENCH OR PLOW (F&I)	$23.20	$4,895.20	$0.00	$4,895.20
0638-001-071			-	LF	FIBER OPTIC CONDUIT, 7-1" HDPE SDR 11, TRENCH OR PLOW (F&I)	$28.00	$0.00	$0.00	$0.00
0638-002-011	10.000		10.000	LF	ELECTRICAL CONDUIT, 1-2" HDPE SDR 11, TRENCH OR PLOW (F&I)	$13.25	$132.50	$0.00	$132.50
0638-002-021	868.000		868.000	LF	ELECTRICAL CONDUIT, 2-2" HDPE SDR 11, TRENCH OR PLOW (F&I)	$15.10	$13,106.80	$0.00	$13,106.80
0638-002-022	81.000		81.000	LF	ELECTRICAL CONDUIT, 2-2" HDPE SDR 11, DIRECTIONAL BORE (F&I)	$26.80	$2,170.80	$0.00	$2,170.80
0638-002-031	398.000		398.000	LF	ELECTRICAL CONDUIT, 3-2" HDPE SDR 11, TRENCH OR PLOW (F&I)	$14.70	$5,850.60	$0.00	$5,850.60
0638-002-041			-	LF	ELECTRICAL CONDUIT, 4-2" HDPE SDR 11, TRENCH OR PLOW (F&I)	$39.50	$0.00	$0.00	$0.00
0638-003-021			-	LF	CONDUIT, 1-1" & 1-2" HDPE SDR 11, TRENCH OR PLOW (F&I)	$55.00	$0.00	$0.00	$0.00
0638-003-031	15.000		15.000	LF	CONDUIT, 1-1" & 2-2" HDPE SDR 11, TRENCH OR PLOW (F&I)	$90.10	$1,351.50	$0.00	$1,351.50
0638-003-041			-	LF	CONDUIT, 1-1" & 2-2" HDPE SDR 11, TRENCH OR PLOW (F&I)	$67.50	$0.00	$0.00	$0.00
0638-003-051			-	LF	CONDUIT, 4-1" & 1-2" HDPE SDR 11, TRENCH OR PLOW (F&I)	$18.60	$0.00	$0.00	$0.00
0638-161-032			-	LF	FIBER OPTIC CONDUIT, 6"HDPE SDR 11 OUTER DUCT W/ 3-1" HDPE SDR 11, DIRECTIONAL BORE (F&I)	$50.10	$0.00	$0.00	$0.00
0638-161-092			-	LF	FIBER OPTIC CONDUIT, 6"HDPE SDR 11 OUTER DUCT W/ 9-1" HDPE SDR 11, DIRECTIONAL BORE (F&I)	$68.00	$0.00	$0.00	$0.00
0638-162-022			-	LF	CONDUIT, 6" HDPE SDR 11 OUTER DUCT, 2-2" HDPE SDR 11, DIRECTIONAL BORE (F&I)	$50.50	$0.00	$0.00	$0.00
0638-163-052	255.000		255.000	LF	CONDUIT, 6" HDPE SDR 11 OUTER DUCT, 5 CONDUITS USING 1" & 2" HDPE SDR 11, DIRECTIONAL BORE (F&I)	$54.20	$13,821.00	$0.00	$13,821.00
0638-261-093			-	LF	CONDUIT, 6" BULLET-RESIS. FIBERGLASS OUTER DUCT W/ 9-1" HDPE SDR 11, BRIDGE MOUNT. (F&I)	$149.00	$0.00	$0.00	$0.00
0638-561-091			-	LF	CONDUIT, 6" PVC OUTER DUCT W/ 9-1" HDPE SDR 11, TRENCH OR PLOW (F&I)	$54.40	$0.00	$0.00	$0.00
0639-001-121			-	AS	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	$7,923.00	$0.00	$0.00	$0.00
0639-001-122		1.000	1.000	AS	ELECTRICAL POWER SRV,F&I, UG, METER PURCHASED BY CONTRACTOR	$6,522.00	$0.00	$6,522.00	$6,522.00

*** BID FORM ***

CFX PROJECT NO. 516-237; CONTRACT NO. 001670

SR 516 LAKE ORANGE EXPRESSWAY FROM WEST OF COOK ROAD TO LAKE/ORANGE COUNTY LINE

LOCAL ROADS (CR 455 & SCHOFIELD RD) ESTIMATE

ITEM NO.	CR 455	SCHOFIELD RD	TOTAL QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	CR 455	SCHOFIELD RD	TOTAL
0639-002-001		60.000	60.000	LF	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	$18.70	$0.00	$1,122.00	$1,122.00
0639-003-011	1.000		1.000	EA	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	$2,978.00	$2,978.00	$0.00	$2,978.00
639A-002-011	2.000		2.000	EA	ELECTRICAL SERVICE DISCONNECT (FURNISH AND INSTALL)	$4,729.00	$9,458.00	$0.00	$9,458.00
639A-002-014	1.000		1.000	EA	ELECTRICAL POWER TRANSORMER (FURNISH AND INSTALL)	$4,663.00	$4,663.00	$0.00	$4,663.00
639A-002-015			-	EA	SMART POWER MONITOR (FURNISH AND INSTALL)	$12,727.00	$0.00	$0.00	$0.00
639A-003-001			-	LF	ELECTRICAL CONDUCTORS (FURNISH AND INSTALL) (INSULATED) (NO. 1)	$5.00	$0.00	$0.00	$0.00
639A-003-002	4,320.000		4,320.000	LF	ELECTRICAL CONDUCTORS (FURNISH AND INSTALL) (INSULATED) (NO. 2)	$4.05	$17,496.00	$0.00	$17,496.00
639A-003-004			-	LF	ELECTRICAL CONDUCTORS (FURNISH AND INSTALL) (INSULATED) (NO. 4)	$2.90	$0.00	$0.00	$0.00
639A-003-006	1,131.000		1,131.000	LF	ELECTRICAL CONDUCTORS (FURNISH AND INSTALL) (INSULATED) (NO. 6)	$2.50	$2,827.50	$0.00	$2,827.50
0641-002-012	3.000		3.000	EA	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	$2,505.00	$7,515.00	$0.00	$7,515.00
0649-021-003		2.000	2.000	EA	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	$57,850.00	$0.00	$115,700.00	$115,700.00
0649-021-021		1.000	1.000	EA	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78'	$101,950.00	$0.00	$101,950.00	$101,950.00
0650-001-014		6.000	6.000	AS	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	$2,027.00	$0.00	$12,162.00	$12,162.00
0650-001-016		1.000	1.000	AS	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	$2,533.00	$0.00	$2,533.00	$2,533.00
0660-004-011		3.000	3.000	EA	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	$19,034.00	$0.00	$57,102.00	$57,102.00
0660-004-012		1.000	1.000	EA	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	$9,572.00	$0.00	$9,572.00	$9,572.00
663A-074-143			-	EA	DCS FIELD EQUIPMENT (3 LANES) (F&I)	$33,500.00	$0.00	$0.00	$0.00
0664-001-040			-	EA	TMS - POLE MOUNTED (F&I)	$12,830.00	$0.00	$0.00	$0.00
0664-002-043			-	EA	TMS POLE - 40' POLE (F&I)	$54,275.00	$0.00	$0.00	$0.00
0664-003-144			-	LF	TMS COMPOSITE CABLE (F&I)	$7.30	$0.00	$0.00	$0.00
0668-012-000	1.000		1.000	EA	ITS DEVICE CABINET (BASE MOUNTED) (HEAT SHIELD) (334) (F&I)	$18,230.00	$18,230.00	$0.00	$18,230.00
0668-013-000	1.000		1.000	EA	ITS NEMA 3R INTERMEDIATE / REMOTE CABINET (POLE MOUNTED) (F&I)	$5,492.00	$5,492.00	$0.00	$5,492.00
0670-005-111			-	EA	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	$59,358.00	$0.00	$0.00	$0.00
0683-101-000	1.000		1.000	EA	GIGABIT ETHERNET FIELD SWITCH (F&I)	$6,601.00	$6,601.00	$0.00	$6,601.00
0683-104-000	1.000		1.000	EA	FIBER OPTIC PATCH PANEL - 12 PORT (SM) (F&I)	$2,200.00	$2,200.00	$0.00	$2,200.00
0683-106-000	2.000		2.000	EA	CUT-TO-LENGTH DUPLEX FIBER OPTIC JUMPER (SM) (F&I)	$63.00	$126.00	$0.00	$126.00
0683-201-000	1.000		1.000	EA	UNINTERRUPTIBLE POWER SUPPLY (F&I) (650 W)	$6,445.00	$6,445.00	$0.00	$6,445.00
0683-202-000	1.000		1.000	EA	REMOTE POWER MANAGER/ENVIRONMENTAL SENSOR (F&I)	$1,221.00	$1,221.00	$0.00	$1,221.00
0684-001-001		1.000	1.000	EA	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	$7,229.00	$0.00	$7,229.00	$7,229.00
0685-001-013		1.000	1.000	EA	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	$11,286.00	$0.00	$11,286.00	$11,286.00
0685-002-001		1.000	1.000	EA	REMOTE POWER MANAGEMENT UNIT- RPMU, FURNISH AND INSTALL	$1,173.00	$0.00	$1,173.00	$1,173.00
0686-101-000	1.000		1.000	EA	CCTV FIELD ASSEMBLY (F&I)	$8,115.00	$8,115.00	$0.00	$8,115.00
0686-201-000	1.000		1.000	EA	CAMERA LOWERING SYSTEM & (25 FOOT POLE) (F&I)	$61,320.00	$61,320.00	$0.00	$61,320.00
0700-001-011	28.000	20.000	48.000	AS	SINGLE POST SIGN, F&I GM, <12 SF	$876.00	$24,528.00	$17,520.00	$42,048.00

*** BID FORM ***

CFX PROJECT NO. 516-237; CONTRACT NO. 001670

SR 516 LAKE ORANGE EXPRESSWAY FROM WEST OF COOK ROAD TO LAKE/ORANGE COUNTY LINE

LOCAL ROADS (CR 455 & SCHOFIELD RD) ESTIMATE

ITEM NO.	CR 455	SCHOFIELD RD	TOTAL QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	CR 455	SCHOFIELD RD	TOTAL
0700-001-012	1.000		1.000	AS	SINGLE POST SIGN, F&I GM, 12-20 SF	$2,193.00	$2,193.00	$0.00	$2,193.00
0700-001-013	4.000		4.000	AS	SINGLE POST SIGN, F&I GM, 21-30 SF	$4,167.00	$16,668.00	$0.00	$16,668.00
0700-001-013A			-	AS	SINGLE POST SIGN, F&I SPECIAL E5-1a	$5,348.00	$0.00	$0.00	$0.00
0700-001-022			-	AS	SINGLE POST SIGN, F&I BARRIER MOUNT, 12-20 SF	$4,205.00	$0.00	$0.00	$0.00
0700-002-015	2.000		2.000	AS	MULTI- POST SIGN, F&I GROUND MOUNT, 51-100 SF	$10,197.00	$20,394.00	$0.00	$20,394.00
0700-002-017	2.000		2.000	AS	MULTI- POST SIGN, F&I GROUND MOUNT, 201-300 SF	$21,063.00	$42,126.00	$0.00	$42,126.00
0700-003-202			-	EA	SIGN PANEL, F&I, OVERHEAD MOUNT, 12-20 SF	$1,937.00	$0.00	$0.00	$0.00
0700-003-206			-	EA	SIGN PANEL, F&I OM, 101-200 SF	$5,868.00	$0.00	$0.00	$0.00
0700-003-207	2.000		2.000	EA	SIGN PANEL, F&I OM, 201-300 SF	$12,957.00	$25,914.00	$0.00	$25,914.00
0700-004-112			-	EA	OVERHEAD SIGN STRUCT., F&I, CANTILEVER, 21-30 FT	$137,690.00	$0.00	$0.00	$0.00
0700-004-113	1.000		1.000	EA	OVERHEAD SIGN STRUCT., F&I, CANTILEVER, 31-40 FT	$138,020.00	$138,020.00	$0.00	$138,020.00
0700-004-114	1.000		1.000	EA	OVERHEAD SIGN STRUCT., F&I, CANTILEVER, 41-50 FT	$201,155.00	$201,155.00	$0.00	$201,155.00
0700-005-022		3.000	3.000	EA	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	$6,702.00	$0.00	$20,106.00	$20,106.00
0700-010-123	1.000		1.000	EA	DMS SUPPORT STRUCTURE, CANTILEVER, 31-40 FT	$123,500.00	$123,500.00	$0.00	$123,500.00
0700-013-012	2.000		2.000	EA	RETROREFLECTIVE SIGN STRIP- FURNISH AND INSTALL, 2'	$154.00	$308.00	$0.00	$308.00
0700-013-015	4.000		4.000	EA	RETROREFLECTIVE SIGN STRIP-FURNISH AND INSTALL, 5'	$119.00	$476.00	$0.00	$476.00
0704-001-002			-	EA	TUBULAR MARKER, DURABLE, 36" YELLOW POST	$242.00	$0.00	$0.00	$0.00
0705-010-001	3.000	3.000	6.000	EA	OBJECT MARKER, TYPE 1	$282.00	$846.00	$846.00	$1,692.00
0705-010-004	3.000		3.000	EA	OBJECT MARKER, TYPE 4	$256.00	$768.00	$0.00	$768.00
0706-003-000	504.000	381.000	885.000	EA	RETRO REFLECTIVE / RAISED PAVEMENT MARKERS	$5.30	$2,671.20	$2,019.30	$4,690.50
0711-011-123	170.000		170.000	LF	THERMOPLASTIC, STD, WHITE, SOLID, 12"	$4.22	$717.40	$0.00	$717.40
0711-011-124		227.000	227.000	LF	THERMOPLASTIC, STD, WHITE, SOLID, 18"	$6.33	$0.00	$1,436.91	$1,436.91
0711-011-125	88.000	31.000	119.000	LF	THERMOPLASTIC, STD, WHITE, SOLID, 24"	$10.55	$928.40	$327.05	$1,255.45

*** BID FORM ***

CFX PROJECT NO. 516-237; CONTRACT NO. 001670

SR 516 LAKE ORANGE EXPRESSWAY FROM WEST OF COOK ROAD TO LAKE/ORANGE COUNTY LINE

LOCAL ROADS (CR 455 & SCHOFIELD RD) ESTIMATE

ITEM NO.	CR 455	SCHOFIELD RD	TOTAL QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	CR 455	SCHOFIELD RD	TOTAL
0711-011-141	0.063		0.063	GM	THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6"	$3,381.00	$213.00	$0.00	$213.00
0711-011-160	8.000	4.000	12.000	EA	THERMOPLASTIC, STD, WHITE, MESSAGE	$196.00	$1,568.00	$784.00	$2,352.00
0711-011-170	28.000	16.000	44.000	EA	THERMOPLASTIC, STD, WHITE, ARROW	$96.00	$2,688.00	$1,536.00	$4,224.00
0711-011-224	690.000	816.000	1,506.000	LF	THERMO., STANDARD, YELLOW, SOLID, 18"	$6.20	$4,278.00	$5,059.20	$9,337.20
0711-011-241	0.017		0.017	GM	THERMOPLASTIC,STD,YELLOW,DOT / GUIDE, 6"	$3,428.00	$58.28	$0.00	$58.28
0711-014-125	272.000		272.000	LF	THERMOPLASTIC, PREFORM, WHITE, SOLID,24"	$18.90	$5,140.80	$0.00	$5,140.80
0711-014-160			-	EA	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	$316.60	$0.00	$0.00	$0.00
0711-014-170			-	EA	THERMOPLASTIC, PREFORMED, WHITE, ARROW	$263.80	$0.00	$0.00	$0.00
0711-015-101	0.009		0.009	GM	THERMO., STANDARD-OPEN GRADED ASPHALT, WHITE, SOLID, 6"	$7,291.00	$65.62	$0.00	$65.62
0711-015-201	0.009		0.009	GM	THERMO., STANDARD-OPEN GRADED ASPHALT, YELLOW, SOLID, 6"	$7,278.00	$65.50	$0.00	$65.50
0711-016-101	1.751	0.894	2.645	GM	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	$5,800.00	$10,155.80	$5,185.20	$15,341.00
0711-016-102			-	GM	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	$9,832.00	$0.00	$0.00	$0.00
0711-016-171		0.051	0.051	GM	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6", 6-10 DOTTED MANAGED LANE MARKING	$9,116.00	$0.00	$464.92	$464.92
0711-016-201	1.994	1.003	2.997	GM	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	$5,784.00	$11,533.30	$5,801.35	$17,334.65
0711-016-202	0.072		0.072	GM	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 8"	$8,075.00	$581.40	$0.00	$581.40
0713-101-102			-	GM	PREFORMED TAPE, WHITE, SOLID, 8"	$47,050.00	$0.00	$0.00	$0.00
0713-101-124			-	LF	PREFORMED TAPE, WHITE, SOLID, 18"	$19.40	$0.00	$0.00	$0.00
0713-101-133			-		PAVEMENT MARKING-PREFORMED TAPE, WHITE, SKIP, 12", (3'-12')	$26,406.00	$0.00	$0.00	$0.00
0713-101-201			-	GM	PREFORMED TAPE, YELLOW, SOLID, 6"	$43,082.00	$0.00	$0.00	$0.00
0713-101-506			-	GM	PREFORMED TAPE, WHITE/BLACK CONTRAST, SOLID, 9"	$51,341.00	$0.00	$0.00	$0.00
0715-001-012	10,021.000		10,021.000	LF	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 TO NO 6	$2.30	$23,048.30	$0.00	$23,048.30
0715-001-013	4,170.000		4,170.000	LF	LIGHTING CONDUCTORS, F&I, INSULATED, NO.4 TO NO 2	$3.30	$13,761.00	$0.00	$13,761.00
0715-001-014			-	LF	LIGHTING CONDUCTORS, F&I, INSULATED, NO 1 TO NO 0	$5.00	$0.00	$0.00	$0.00
0715-001-015			-	LF	LIGHTING CONDUCTORS, F&I, INSULATED, NO 1/0 - 3/0 (0 to 000)	$9.10	$0.00	$0.00	$0.00
0715-007-011			-	EA	LOAD CENTER, F&I, SECONDARY VOLTAGE	$24,255.00	$0.00	$0.00	$0.00
0715-011-115			-	EA	LUMINAIRE, F&I, ROADWAY, WALL MOUNT	$9,700.00	$0.00	$0.00	$0.00
0715-011-118	6.000		6.000	EA	LUMINAIRE, F&I, ROADWAY, FLOOD	$9,745.00	$58,470.00	$0.00	$58,470.00
0715-011-125	5.000		5.000	EA	LUMINAIRE,F&I,UNDER DECK, WALL MOUNT	$3,172.00	$15,860.00	$0.00	$15,860.00
0715-052-101	-		-	EA	REMOTE LED DRIVER CABINET, FURNISH AND INSTALL, SMALL	$9,358.00	$0.00	$0.00	$0.00
0715-061-411	9.000		9.000	EA	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 45' MOUNTING HEIGHT, 8' ARM LENGTH	$13,922.00	$125,298.00	$0.00	$125,298.00
0715-061-452	-		-	EA	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 45' MOUNTING HEIGHT, 15' ARM LENGTH	$13,500.00	$0.00	$0.00	$0.00
0715-500-001	9.000		9.000	EA	POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL	$1,622.00	$14,598.00	$0.00	$14,598.00
0715-500-003			-	EA	POLE CABLE DISTRIBUTION SYSTEM, WALL MOUNT	$1,295.00	$0.00	$0.00	$0.00
0733-011-000	1.000		1.000	EA	DYNAMIC MESSAGE SIGN SYSTEM (LED) (3 LINE) (F&I)	$55,737.00	$55,737.00	$0.00	$55,737.00
0735-074-001			-	LS	TOLL PLAZA LOCATION 1	$1,000,000.00	$0.00	$0.00	$0.00
0735-074-002			-	LS	TOLL PLAZA LOCATION 2	$1,000,000.00	$0.00	$0.00	$0.00
0740-089-012H			-			$173,957.00	$0.00	$0.00	$0.00
					SUBTOTAL		**$9,640,057.04**	**$1,810,091.97**	**$11,450,149.01**
					CONTINGENCY (5%)		**$144,600.86**	**$27,151.38**	**$171,752.24**
					TOTAL ESTIMATE (2025)		**$9,784,657.89**	**$1,837,243.35**	**$11,621,901.24**
					ESTIMATE ROUNDED (2025)		**$10,000,000.00**	**$2,000,000.00**	**$12,000,000.00**

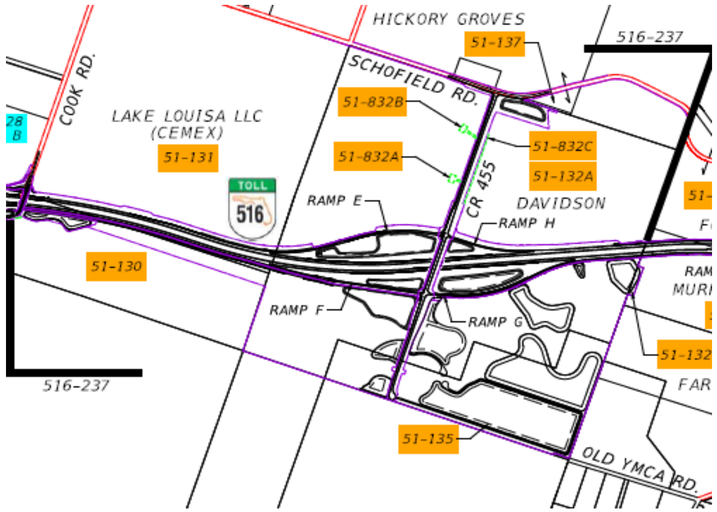
ROW COST APPRAISAL VALUES

County	Project	Parcel #	Owner(s)	Tax ID	Appraised value	Acreage	$ per acre
Lake	516-237	51-132 A	Davidson Harvest LLC 25% Int, Davidson Keg Llc 37.5% Int, Davidson Cruiser Llc 37.5% Int,	36-23-26-0002-000-00100	$ 29,782,000	260.941	$ 114,133
Lake	516-237	51-832	Davidson Cruiser Llc 37.5% Int,	Easements 832A,B & C	$ 263,700	1.223	$ 215,617
Lake	516-237	51-135	Tony Roper, Trustee	36-23-26-0004-000-00200	$ 13,584,000	99.281	$ 136,824
Lake	516-237	51-137	Hickory Groves LLC	25-23-26-0003-000-00800	$ 19,900	0.134	$ 148,507
Total					Total =	404.599	

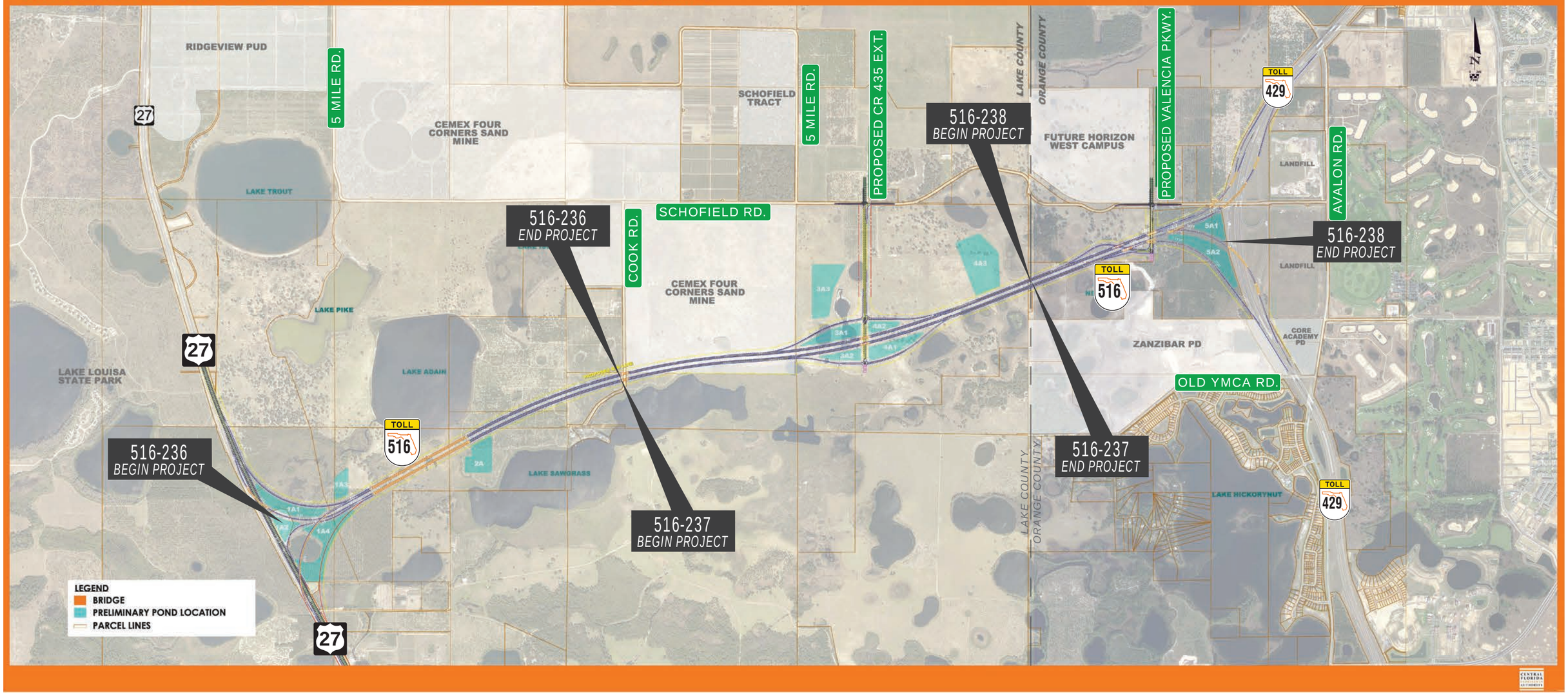
ROW COST (LOCAL ROADS)

Acreage Local Roads	LOCAL ROAD	TOTAL COST PER APPRAISAL	ESTIMATE SETTLEMENT COST: TOTAL x 1.5
21.13	CR 455 - SR 516 ML ROW	$ 2,411,651	$ 3,617,477
1.22	CR 455 Easements 832A,B & C	$ 263,700	$ 395,550
2.00	CR 455	$ 273,648	$ 410,471
0.13	SCHOFIELD RD	$ 19,900	$ 29,850
		$ 2,968,899	**$ 4,453,348**

ROW Parcels



CFX LAKE/ORANGE COUNTY CONNECTOR FEASIBILITY/PD&E STUDY - PREFERRED ALTERNATIVE



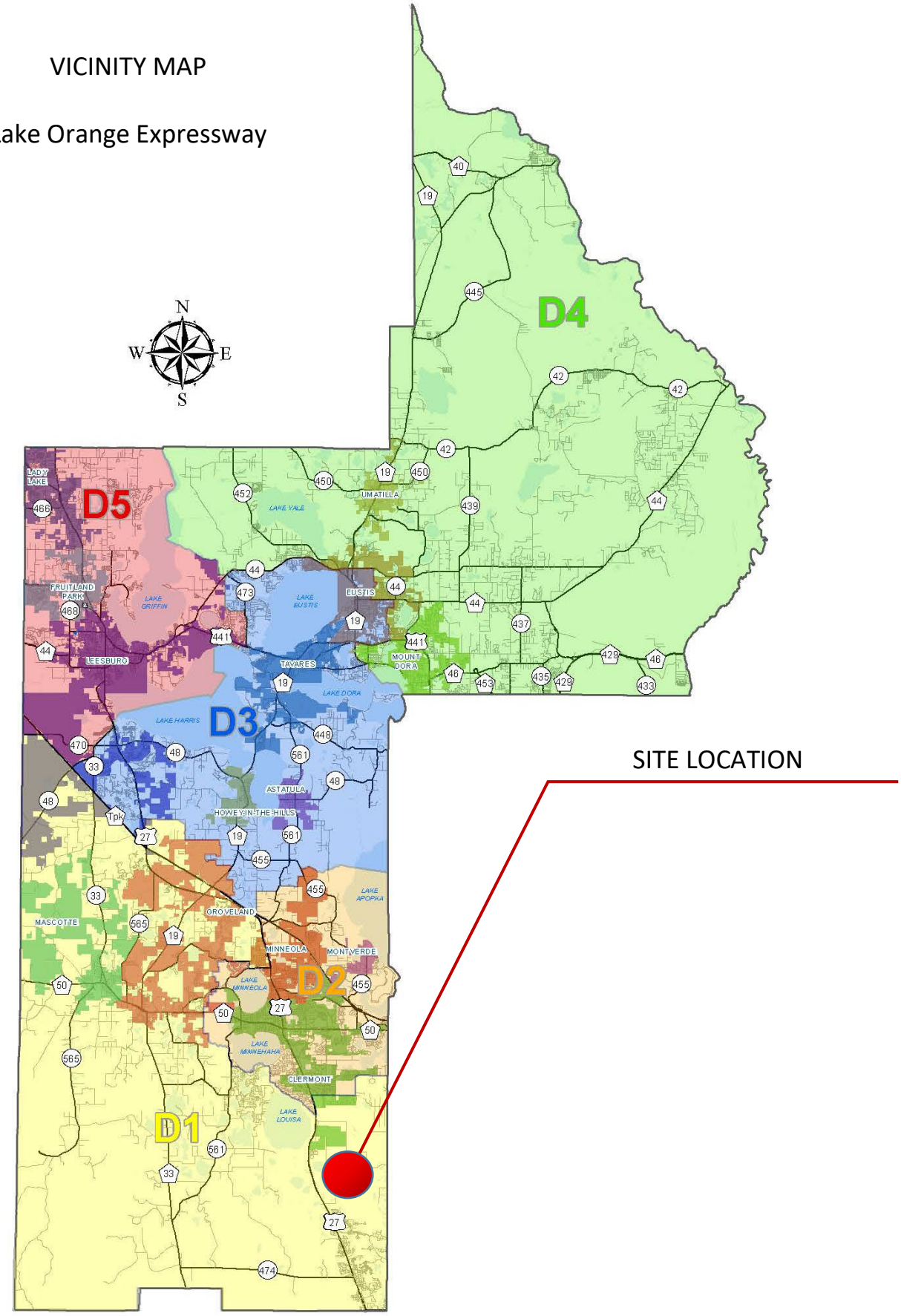
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SR 516 LAKE/ORANGE EXPRESSWAY

Exhibit A - CFX Board Approved Preferred Alignment

VICINITY MAP

Lake Orange Expressway



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY,** a body politic and corporate, and an agency of the State of Florida ("CFX"), and **LAKE COUNTY, FLORIDA,** a political subdivision of the State of Florida ("County") for the Construction of County Road 455 (C.R. 455), Cook Road, and Schofield Road, and Colocation of Trail (*CFX Project Number: 516-236 and CFX Project Number: 516-237)*. CFX and the County may be referred to herein as "Party" or collectively as "Parties."

W I T N E S S E T H

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business, including the right to acquire real property through eminent domain pursuant to Section 127.01, Florida Statutes; and

WHEREAS, on or about October 10, 2019, the CFX Board approved the preferred alternative for a proposed east-west limited access expressway to be known as the Lake/Orange Expressway (S.R. 516), connecting U.S. 27 to S.R. 429 as more generally shown on **Exhibit "A"** attached hereto and incorporated herein by this reference, which project is the subject of a project development and environment study conducted by CFX in Fiscal Year 2020 ("Lake/Orange Expressway (S.R. 516)" or "Project"); and

WHEREAS, CFX commenced the design of the Project in September 2020; and

WHEREAS, pursuant to Florida Statutes, Section 348.753, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System ("Expressway System") and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access; and

WHEREAS, pursuant to Florida Statutes, Section 125.01, the County is empowered to provide and maintain roads for the benefit of its citizens; and

WHEREAS, as part of the Project, CFX, in conjunction with the County, has determined that constructing C.R. 455 to intersect with Schofield Road, improving portions of Schofield Road and improving portions of Cook Road along with associated drainage facilities and traffic signals (the "County Road Segments") as more generally shown on **Exhibit "B**,**"** attached hereto and incorporated herein by this reference, is necessary and appropriate for future connectivity and flow of traffic between the County Road Segments and the Lake/Orange Expressway (S.R. 516) as well as for overall improvement of the County local road network and the Expressway System; and

WHEREAS, CFX has determined it is necessary to acquire the right-of-way located between U.S. 27 and S.R. 429 for public use and purpose of constructing, operating and

maintaining the Lake/Orange Expressway (S.R. 516) (the "Lake/Orange Expressway Right-of-Way"); and

WHEREAS, in the course of construction of the Project, CFX will acquire certain land to construct the County Road Segments for the benefit of the County, to ensure a minimal disruption of traffic to the citizens and to provide for a smooth transition between the Lake/Orange Expressway (S.R. 516) and the County Road Segments; and

WHEREAS, County has determined it is necessary to maintain ownership or acquire additional land associated with the County Road Segments to facilitate future County roads or to connect to S.R. 516 for the public use and purpose to provide, enhance, and support transportation-related services, pedestrian connectivity, and alternative modes of transportation in Lake County; and

WHEREAS, it has also been determined that as further part of the Project, a strip of land of varying widths running east-west along portions of the northern boundary of the Lake/Orange Expressway Right-of-Way, as generally depicted on **Exhibit "C"** attached hereto and incorporated herein by reference ("Trail Property") is necessary for the operation and maintenance of a multipurpose trail, any stormwater drainage facilities, landscaping, and appurtenant facilities and improvements thereto for the public use and purpose to provide, enhance and support transportation-related services, pedestrian connectivity and alternative modes of transportation in Lake County (collectively, the "Trail"); and

WHEREAS, CFX and the County have agreed that the location of the Trail adjacent, in part, to the Lake/Orange Expressway Right-of-Way is critical to the Florida Coast to Coast Trail system and shall serve as a coordinated transportation project which will improve and enhance public transportation services and facilities within the County; and

WHEREAS, the County has requested that CFX coordinate the acquisition of or acquire sufficient right-of-way to accommodate the County Road Segments and Trail Property as a part of the acquisition of the Lake/Orange Expressway Right-of-Way in accordance with the terms and conditions set forth herein; and

WHEREAS, in order to avoid conflict with the construction of the Project and to maximize cost efficiencies, County has requested that CFX coordinate the design, permitting and construction of the County Road Segments and Trail, subject to the reimbursement provisions set forth herein, in conjunction with the design, permitting and construction of the Project; and

WHEREAS, pursuant to Florida Statutes, Section 335.0415, public rights of way may be transferred between jurisdictions by mutual agreement; and

WHEREAS, at such time as CFX acquires fee simple title to the County Road Segments and Trail properties and completes the construction of the Project, including the County Road Segments and the Trail, CFX agrees to convey the County Road Segments and Trail properties to the County, subject to the Access Easement (hereinafter defined), in accordance with the terms

and conditions of this Agreement, so as to permit the County to operate and maintain the County Road Segments and Trail for use by the general public; and

WHEREAS, CFX and the County desire to set forth the terms and conditions regarding the acquisition, design, permitting, construction and subsequent conveyance and operation of the County Road Segments, Trail Property and Access Easement in relation to the Lake/Orange Expressway Right-of-Way.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00), the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, CFX and the County hereby agree as follows:

ARTICLE I - CONVEYANCE OF COUNTY ROAD SEGMENTS AND TRAIL PROPERTY

1.1 **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Lake County Board of County Commissioners and the Central Florida Expressway Authority and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

1.2 **County Road Segments.**

(a) Acquisition. CFX agrees to use its best efforts to secure and acquire any and all property rights reasonably required for the County Road Segments, which efforts shall include, without limitation, the exercise of CFX's power of eminent domain if deemed reasonably necessary in the sole discretion of the governing board of CFX. CFX agrees to reasonably respond to the requests of the County for written status reports of the acquisition of property required for the County Road Segments within ten (10) business days of each such request by the County.

(b) Conveyance to the County. No later than sixty (60) days from satisfaction of the Conditions Precedent (hereinafter defined), CFX shall convey the properties, acquired for the purpose of constructing or improving the County Road Segments, to the County by statutory warranty deed, free and clear of all liens and encumbrances. To evidence free and clear title, the County may elect to secure a title commitment or use a closing agent for the transfer and obtain title insurance and shall be responsible for costs associated therewith. The County shall be responsible for recording the deed and any and all documentary stamp taxes charged, if any, in relation thereto. CFX's obligation to convey the County Road Segments to the County shall be expressly conditioned upon the fulfillment of each of the following conditions precedent, unless otherwise waived by CFX in writing (collectively, the "Conditions Precedent"): (i) fee simple interest to any and all real property required to be acquired for the County Road Segments has been conveyed to CFX either via a deed or order of taking; (ii) the value of, and compensation for, the underlying real property for the County Road Segments has been resolved and has been paid to the owner of the real property who is the subject of the acquisition or taking, to the reasonable satisfaction of CFX; (iii) the taking has been affirmed or resolved on administrative and judicial review by final order of judgment for which no appeal is or can be taken in accordance with

applicable law, or is beyond the period of limitations for administrative and judicial review in accordance with applicable law, during which period no action or other proceeding is instituted for review or challenge thereof; and (iv) construction of the Project, including the County Road Segments and Trail, is complete and accepted by CFX from the contractor.

1.3 **Trail Property**.

(a) Acquisition. CFX agrees to use its best efforts to secure and acquire any and all property rights reasonably required for the Trail Property, which efforts shall include, without limitation, the exercise of CFX's power of eminent domain if deemed reasonably necessary in the sole discretion of the governing board of CFX. CFX agrees to reasonably respond to the requests of the County for written status reports of the acquisition of property required for the Trail within ten (10) business days of each such request by the County.

(b) Conveyance to the County. No later than sixty (60) days from satisfaction of the Conditions Precedent (hereinafter defined), CFX shall convey the Trail Property to the County by statutory warranty deed, free and clear of all liens and encumbrances, except that the parties acknowledge and agree the conveyance shall be subject to the Access Easement, defined herein. To evidence free and clear title, the County may elect to secure a title commitment or use a closing agent for the transfer and obtain title insurance and shall be responsible for costs associated therewith. The County shall be responsible for recording the deed and any and all documentary stamp taxes charged, if any, in relation thereto. CFX's obligation to convey the Trail Property to the County shall be expressly conditioned upon the fulfillment of each of the following conditions precedent, unless otherwise waived by CFX in writing (collectively, the "Conditions Precedent"): (i) fee simple interest to any and all real property required to be acquired for the Trail Property has been conveyed to CFX either via a deed or order of taking; (ii) the value of, and compensation for, the underlying real property for the Trail Property has been resolved and has been paid to the owner of the real property who is the subject of the acquisition or taking, to the reasonable satisfaction of CFX; (iii) the taking has been affirmed or resolved on administrative and judicial review by final order of judgment for which no appeal is or can be taken in accordance with applicable law, or is beyond the period of limitations for administrative and judicial review in accordance with applicable law, during which period no action or other proceeding is instituted for review or challenge thereof; and (iv) construction of the Project, including the County Road Segments and the Trail, is complete and accepted by CFX from the contractor.

1.4 **Use Restriction**. The Trail Property conveyed to the County shall be utilized for the purpose of operation and maintenance of a multipurpose trail, any stormwater drainage facilities, landscaping, and appurtenant facilities and improvements thereto for public use and purpose to provide, enhance and support transportation-related services, pedestrian connectivity and alternative modes of transportation in Lake County. The Parties agree that the Trail Property shall have imposed thereon a use restriction consistent with the following ("Use Restriction"):

> "By acceptance of this deed, the County agrees that the Trail Property shall only be used for (i) the operation and maintenance of a multipurpose trail, any stormwater drainage facilities, landscaping, and appurtenant facilities and improvements thereto for public use and purpose to provide, enhance and support transportation-

related services, pedestrian connectivity and alternative modes of transportation in Lake County or (ii) any other use agreed upon in writing by the governing board of CFX (collectively, the "Use Restriction"). In no event shall the Trail Property be used for any use or in any manner that would impede, impair or restrict the present or future operation of the Central Florida Expressway System. The County shall not, without the prior written consent of CFX, take any action or inaction to remove the multipurpose trail, or any portion thereof, constructed by CFX on the Trail Property, however, nothing herein shall be construed to limit the County's authority to take actions it may determine necessary for maintenance of the trail and for the safety of the traveling public. Further, the foregoing use restriction shall run with title to the Trail Property for a term of the lesser of forty (40) years after the date of recording of this deed or the maximum number of years allowable by law ("Term"). During the Term, if (x) the Trail Property, or any portion thereof, ceases to be used for the Permitted Use, (y) the County fails to make any payment of the County Contribution as required by the terms of this Agreement; or (z) if the Trail Property is used for any use or in any manner that would impede, impair or restrict the present or future operation of the Central Florida Expressway System, CFX may elect to pursue any remedies available to CFX in law or equity including, without limitation, specific performance, or for all right, title, and interest to the Trail Property to automatically revert back to CFX at no cost to CFX. In such event, CFX shall notify the County in writing of its intent to exercise its right of reverter with respect to the Trail Property ("Reversion Notice"). Notwithstanding the foregoing, in the event the County desires to cease operation of the Trail Property, or any portion thereof, for the Permitted Use or otherwise sell, convey, or transfer the Trail Property, or any portion thereof, including, without limitation, fee simple interest, easements, permits, lease or licenses, to a third party, during the term of the Use Restriction, County shall provide written notice to CFX of such ("Sale Notice") and in such event, CFX shall have the right of first refusal and shall have ninety (90) days from receipt of the Sale Notice to deliver to County a Reversion Notice. In such event, fifty percent (50%) of the proceeds of the sale, conveyance or transfer of the Trail Property, or any interest in any portion of the Trail Property, to any third party shall be delivered to CFX. Notwithstanding anything contained herein to the contrary, during the term of the Use Restriction, CFX's express written consent shall be required prior to the grant, conveyance or transfer of any interest in the Trail Property, including, without limitation, by easement, license, or lease.

The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes."

The Use Restriction outlined above shall survive any termination of this Agreement and shall be incorporated into the deed for the Trail Property to be mutually agreed upon by CFX and the County no later than ten (10) days prior to the conveyance of the Trail Property to the County.

ARTICLE II – RESERVATION OF ACCESS EASEMENT

2.1 **Reservation of Access Easement by CFX**. At or prior to CFX's conveyance of the Trail Property to the County in accordance with Section 1.3(b) above, CFX may, in its sole and absolute discretion, reserve on its behalf a perpetual non-exclusive access easement over, upon, across and through the Trail Property for the purpose of ingress and egress, construction, operation, maintenance, repair and replacement of the Lake/Orange Expressway Right-of-Way or any facilities or improvements thereon, as may be reasonably required by CFX, its successors and assigns, from time to time, together with all incidental rights reasonably necessary for the use and enjoyment of the Access Easement for its intended purpose ("Access Easement"). The right to use the Access Easement may be extended by CFX to its employees, agents, licensees, contractors, consultants, subcontractors, business invitees, material suppliers, and other persons having contact with the Project and may be assigned or transferred by CFX, without the prior written consent of the County (collectively, "CFX's Affiliates"). To the extent CFX or CFX's Affiliates may cause damage to County property by their use of the Access Easement, CFX will be responsible to repair such damage or reimburse County for any costs and expenses it may incur to restore the area to as good or better position as it was before the damage was caused. (Terms of damage notification and reimbursement applicable to CFX shall be the same as applicable to County in paragraph 2.2 below.) The County agrees and acknowledges that the Trail Property will be encumbered by the Access Easement. The form and content of the Access Easement shall be mutually agreed upon by CFX and the County no later than ten (10) days prior to the conveyance of the Trail Property to the County.

2.2 **Maintenance of Access Easement**. The County shall be responsible for operating, repairing, maintaining and insuring the Access Easement, and any improvements or facilities located therein, at its sole cost and expense, and keep the same in good order and repair in accordance with the Permits (hereinafter defined) and at no cost to CFX. County may add landscaping and/or amenities at County's expense so long as such improvements do not interfere with CFX's access to or maintenance of the Lake/Orange Expressway. To the extent the County causes damage to the Access Easement or to the Lake/Orange Expressway, the County shall repair such damage and/or reimburse CFX for any costs and expenses incurred by CFX to restore or place the Access Easement or Lake Orange Expressway in as good or better position as it was before the damage was caused. In the event any required repair and/or maintenance hereunder is not performed by the County in accordance with the foregoing standards, CFX may deliver a notice to the County setting forth the maintenance deficiencies, whereupon the County shall have a period of forty-five (45) days to remedy the deficiencies, or seventy-two (72) hours, in case of emergency. In the event the deficiencies are not remedied in a commercially reasonable fashion within such forty-five (45) day period, or within such seventy-two (72) hour period in case of emergency, CFX shall have the right to undertake all reasonably necessary maintenance and repair itself and recover from the County the reasonable and actual, third-party out-of-pocket fees, costs and expenses incurred in connection therewith.

2.3 **Right of Relocation.** The County shall not have the right to relocate or reconfigure the Access Easement, or any portion thereof, without the express written consent of CFX, or its successors in interest, which consent may be withheld in its sole and absolute discretion.

2.4 **Non-Disturbance and Restoration.** The County shall not disturb or disrupt CFX or CFX's Affiliates ability to use or access the Access Easement. The County shall not take any action that would otherwise impact, impair, or damage the Access Easement or otherwise remove the Trail in the Trail Property without the prior written consent of CFX. Except as otherwise provided in this Agreement, the Parties hereto agree not to build, construct, or place any buildings, structures, barriers, and fill or other hindrances in the Access Easement other than the Trail, and not to in any way materially modify or change the lands encumbered by the Access Easement in a manner that would disturb or interfere with the safe and proper construction, operation, or maintenance of the Access Easement or Lake/Orange Expressway.

ARTICLE III - CONSTRUCTION, OPERATION, AND MAINTENANCE OF COUNTY ROAD SEGMENTS AND TRAIL

3.1 **Design, Permitting, Construction, and Maintenance of the County Road Segments and Trail.**

(a) Design of the County Road Segments and Trail. CFX shall be responsible for, subject to the reimbursement provisions set forth below, the preparation of the engineered construction plans, specifications, drawings or amendments thereto, and any other documentation reasonably required to specify the size, character and design of the improvements required for the construction of the County Road Segments and Trail, including, without limitation, any and all stormwater drainage facilities and improvements, landscaping, and other appurtenant improvements and facilities for the use and enjoyment of the Trail. The Parties have reviewed and mutually-agreed and approved the construction plans and specifications for the County Road Segments and the Trail and any appurtenant improvements titled: "Lake/Orange Expressway Segment 1 from US 27 to west of Cook Road, State Road 516, CFX Project Number: 516-236" as prepared by HDR Engineering, Inc., and "Lake/Orange Expressway Segment 2 from west of Cook Road to east of Lake/Orange County Line, State Road 516, CFX Project Number: 516-237" prepared by BCC Engineering, Inc., which are hereby incorporated herein by reference (collectively, the "Plans").

(b) Permitting of the County Road Segments and Trail. Except as otherwise provided herein, CFX shall, subject to the reimbursement provisions set forth below, promptly take any and all action reasonably necessary to secure the permits, approvals and licenses from all applicable governmental authorities as may be necessary to construct, install, and operate the County Road Segments and Trail in accordance with the Plans and the terms and conditions hereof (collectively, the "Permits"). To the extent required by the applicable governmental authorities, the County shall cooperate with CFX to secure the Permits, including but not limited to execution of any and all permit applications required to effectuate the intent hereof.

(c) Construction of the County Road Segments and Trail. CFX agrees to construct the County Road Segments on County right of way and the property so acquired for the purpose of constructing and/or improving the County Road Segments, as applicable, and construct the Trail on the Trail Property, on behalf of the County and subject to the reimbursement provisions set forth below, during the construction of the Project in accordance with (i) all applicable Permits, (ii) the Plans, except to the extent any such modifications, deviations, or changes to the Plans are

mutually agreed upon by the Parties in advance, provided such Plans do not conflict with the master design plans for the Lake/Orange Expressway; and (iii) any and all applicable governmental or quasigovernmental laws, codes, statutes, ordinances, rules, and regulations.

(d) Maintenance of the Trail. Upon receipt and acceptance of the deed for the Trail Property from CFX to the County, the County shall be responsible for operating, maintaining and insuring the Trail Property at its sole cost and expense, in safe and working condition. Notwithstanding anything contained hereto to the contrary, CFX shall have the right, but not the obligation, to construct and install fencing along the boundary line between the Lake/Orange Expressway Right-of-Way and the Trail Property. Any such fencing installed by CFX shall be similar to the fencing normally installed by CFX along the boundaries of other roadways and expressways owned and operated by CFX on the Expressway System. If chain-link fencing is installed, it shall be black vinyl coated. If other than chain-link fencing, it shall be an aesthetic type fencing. The County may add additional landscaping and/or signage compliant with County design standards, including but not limited to, wayfinding/directional signage, mile markers, and/or kiosks, provided that it shall not landscape the Trail in such a manner that prohibits access by CFX or CFX's Affiliates and shall not plant, under or within fifteen (15) feet of the Lake/Orange Expressway, large trees, or shrubs that will grow to such a size, that will interfere with the access of CFX to the Lake/Orange Expressway under the Access Easement, unless otherwise agreed to by CFX in writing. Any easement use or access by CFX or its affiliates that would prohibit the safe use of the Trail by the public shall require advance, written notice to the County. Any damage to the Trail or the easement area caused by CFX or its affiliates shall be promptly repaired by CFX, at its cost. Any landscaping installed along the Trail shall be Florida Native only. The County shall obtain and maintain with respect to the Trail and the Trail Property all insurance policies as customarily maintained with regard to such property in commercially reasonable amounts. Nothing herein shall prohibit the County from being self-insured. The County hereby agrees that it shall not use, or cause or permit the use of, the Trail Property or other improvements constructed within the Trail Property for commercial signage or advertising purposes.

3.2 **Contribution for Construction of the County Road Segments.** The County shall be solely responsible for all out-of-pocket hard and soft costs and expenses incurred in connection with the design, permitting, and construction as described hereafter ("County Contribution"). The County Contribution shall be based on the unit price line items set forth on the bid form received by CFX from the lowest, responsible and responsive bidder for the Project, which shall include the County Road Segments, subject to any approved change orders, and shall include: (i) any increase in costs of the Project based on increase in the amount or type of fill dirt required to accommodate the County Road Segments through various ponds and other terrain; (ii) any site preparation, clearing and grubbing, or fill reasonably required for the County Road Segments; (iii) any wetland mitigation or flood plain compensation reasonably required for the County Road Segments calculated based on the actual costs incurred by CFX for the purchase of credits required to satisfy conditions of an approved permit to be approved by the applicable water management district or Florida Department of Environmental Protection (iv) any environmental, wildlife, or wetland mitigation or flood plain compensation reasonably required for the County Road Segments based on the actual costs associated with surveying, permitting, and relocating gopher tortoises from the uplands of the County Road Segments; (v) any and all improvements and appurtenances designed, permitted or constructed by CFX or the County on the Trail Property; (vi)

any construction costs associated with or incurred by CFX for the County Road Segments, including, without limitation, construction costs, reimbursable expenses, inspection fees, permitting fees, change orders, construction administration or general contractor fees, general expenses or general requirements incurred by CFX to construct the County Road Segments (collectively, "Construction Costs"); (vii) a lump sum fee for mobilization calculated as ten percent (10%) of the Construction Costs; (viii) a lump sum fee for the design, permitting and engineering costs associated with or incurred by CFX for the County Road Segments calculated as five percent (5%) of the Construction Costs; (ix) a lump sum fee for the construction, engineering, and inspections ("CEI") costs calculated as six percent (6%) of the Construction Costs (collectively, "CFX's Costs"). The County Contribution is Sixteen Million Three Hundred Forty-eight Seven Hundred Fourteen and 42/100 Dollars (**$16,348,714.42**) as more particularly outlined in **Exhibit "D**,**"** attached hereto and incorporated herein by reference. The County shall pay the County Contribution to CFX in twenty (20) annual installments by wire transfer or other immediately available funds. The initial installment, in the amount of **$817,436.12**, shall be due on or before October 15, 2027. Each subsequent annual installment shall be **$817,435.70**, payable on or before October 15, of each year thereafter, until the County Contribution is paid in full, which is estimated to occur on October 15, 2046. In the event County fails to make one or more payments of the County Contribution, CFX shall have the right, in its sole and absolute discretion, to require the reconveyance of the Trail Property to CFX, provided that the County shall have the right to cure such failure and avoid reconveyance of the property by becoming current on payments within thirty (30) days of receipt of written notice by CFX to County of County's failure to make such payment. Interest shall not accrue on these payments.

ARTICLE IV - ENVIRONMENTAL COMPLIANCE

4.1 **Hazardous Substances**. Neither party hereto shall cause or permit any Hazardous Materials, as hereinafter defined, to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the property owned or controlled by another party hereto. In the event of a violation of this Section 4.1., the party at fault shall remove from the affected property, at its sole cost and expense, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in or under the affected property or any portion thereof. For purposes hereof the term "party at fault" shall include the applicable party hereto and its agents, consultants, representatives, employees, contractors, subcontractors, material suppliers or other parties entering upon the property contemplated herein at the direction of such party hereto. Subject to the limits and limitations set forth in Section 768.28, Florida Statutes, the party at fault shall promptly indemnify, protect, defend and hold harmless the affected party from and against all claims, damages, judgments, suits causes of action, losses, liabilities, penalties, fines, expenses and costs, including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, and attorneys' fees, as provided herein, which arise or result from the presence of Hazardous Materials on, in or about the affected property and which are caused or permitted by the party at fault. The party at fault shall agree to promptly notify the affected party of any release of Hazardous Materials on the affected property which the party at fault becomes aware of during the term of this Agreement, whether caused by the party at fault. In the event of any release of Hazardous Materials caused or permitted by the party at fault, the affected party shall have the right to cause the party at fault to immediately take steps the affected party deems

necessary or appropriate to remediate such release and prevent any similar future release. As used in this Agreement, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances, wastes as now or hereafter designed under any law, statute, ordinance, rule, regulation, order or ruling of any agency of the State of Florida, the United States government, or any local governmental authority, including, without limitation, asbestos, petroleum, petroleum hydrocarbons and petroleum based products, urea, formaldehyde foam insulation, polychlorinated biphenyls, freon and other chlorofluorocarbons. The provisions of this Section shall survive any termination of this Agreement and shall be incorporated into the Easement Agreement, as hereinafter defined.

ARTICLE V - TERMINATION

5.1 **Termination**.

(a) Events of Termination. Any of the Parties may, but shall not be obligated to, terminate this Agreement, by providing written notice to the other Parties, in the event of any of the following:

(i) CFX determines, in its sole and absolute discretion, that it is unable to obtain the Lake/Orange Expressway Right-of-Way via early acquisition or via an Order of Taking and cannot convey the Trail Property to the County; or

(ii) Any of the Parties is in default under the terms and conditions of this Agreement and such default has not been cured within thirty (30) days of written notice to said Party outlining the event of default.

(b) Consequences of Termination. In the event the County defaults hereunder and fails to cure the default within the specified timeframe, CFX shall have the right to terminate this Agreement, remove all or a portion of the Trail from the Trail Property, and seek reimbursement from the County for any and all costs incurred by CFX for the design and construction of the Trail in reliance on the County's representations hereunder. In the event this Agreement is terminated pursuant to this Section, this Agreement shall be null and void and of no further force or effect and all parties hereto shall be relieved of any and all duties, obligations and liabilities hereunder.

ARTICLE VI - GENERAL PROVISIONS

6.1 **Covenant to Budget and Appropriate**. Subject to terms herein, the County covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from non-ad valorem revenues, amounts sufficient to pay the County Contribution as the same shall become due. Such covenant and agreement on the part of the County to budget and appropriate such amounts of non-ad valorem revenues shall be cumulative to the extent not paid, and shall continue until such non-ad valorem revenues, in amounts sufficient to make all such required payments toward the County Contribution shall have been budgeted, appropriated and actually paid. No lien upon or pledge of such budgeted non-ad valorem revenues shall be in effect until such monies are budgeted and appropriated. The County further acknowledges and agrees that the obligations of

the County to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from non-ad valorem revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein. Such covenant to budget and appropriate does not create any lien upon or pledge of such non-ad valorem revenues, nor does it require the County to levy and collect any particular non-ad valorem revenues, nor does it give CFX a prior claim on the non-ad valorem revenues as opposed to claims of general creditors of the County. Such covenant to budget and appropriate non-ad valorem revenues is subject in all respects to the prior payment of obligations secured by a pledge of such non-ad valorem revenues heretofore or hereafter entered into (including the payment of debt service on bonds, notes, and other debt instruments). Anything in this Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the County hereunder shall be payable from the portion of non-ad valorem revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the County and CFX nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the County. Notwithstanding any provisions of this Agreement to the contrary, the County shall never be obligated to maintain or continue any of the activities of the County, which generate user service charges, regulatory fees or any non-ad valorem revenues. Except as provided hereafter, neither this Agreement nor the obligations of the County hereunder shall be construed as a pledge of or a lien on all or any legally available non-ad valorem revenues of the County, but shall be payable solely as provided herein and is subject in all respects to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the County. For the purposes of this Section, the term "non-ad valorem revenues" means all non-ad valorem revenues of the County, which are lawfully available to be used to pay amounts due to CFX under this Agreement as the same shall become due, all as more particularly described in Section 3.2 hereof.

6.2 **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear its own costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in arbitration, in mediation, in any declaratory action, in any bankruptcy action, at trial or on appeal.

6.3 **Notices**. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device or e-mail) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 Orl Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000

copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 Orl Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone:(407) 690-5000

County: LAKE COUNTY, FLORIDA
315 W Main St #3813
Tavares, FL 32778
Attn: County Manager
Telephone:(352) 343-9888

copy to: LAKE COUNTY, FLORIDA
315 W Main St #335
Tavares, FL 32778
Attn: County Attorney's Office
Telephone:(352) 343-9787

or to such other address as either Party hereto shall from time to time designate to the other Party by notice in writing as herein provided.

6.4 **Entire Agreement**. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

6.5 **Amendment/Modification**. Any amendment or modification to this Agreement shall not be binding upon any of the Parties hereto unless such amendment or modification is in writing and executed by all Parties hereto.

6.6 **Captions and Paragraph Headings**. The captions and paragraph headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning and scope of the contents of each paragraph.

6.7 **Governing Law**. This Agreement shall be construed in accordance with and interpreted under the laws of the State of Florida. The venue for all legal proceedings arising out of this Agreement shall be exclusively in the Circuit Court in and for Orange County, Florida.

6.8 **Successors and Assigns**. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

6.9 **Survival of Provisions**. Other than as specified to the contrary herein, all covenants, representations and warranties set forth in this Agreement shall survive the execution or delivery of any and all deeds, easements, and other documents at any time executed or delivered

under, pursuant to or by reason of this agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

6.10 **Counterparts.** This Agreement may be executed in any number of counterparts, including by digital or electronic means in accordance with Chapter 668, Florida Statutes, each of which shall be an original but all of which shall constitute one and the same Agreement. A Party shall be bound by this Agreement by executing a counterpart hereof, then transmitting the executed counterpart to the other Parties via email in .pdf or similar format.

6.11 **General Revenue Fund**. CFX shall use funds from the general revenue fund to fund the purchase of the Trail Property and the planning, design, engineering and construction of the Trail on the Trail Property. Any and all funds paid to CFX by the County as part of the County Contribution shall be deposited in the general revenue fund of CFX.

6.12 **Exhibits.** This Agreement includes the following exhibits, which are attached hereto and incorporated herein for all purposes:

Exhibit "A" Alignment of the Lake/Orange Expressway Right-of-Way
Exhibit "B" C.R. 455, Schofield Road and Cook Road
Exhibit "C" Depiction of Trail Property- Southern Boundary
Exhibit "D" Estimated County Contribution

[SIGNATURE PAGES TO FOLLOW ON SUBSEQUENT PAGES]

Construction of CR 455, Cook Road, and Schofield Road and Colocation of Trail Agreement; Lake/Orange Expressway

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Central Florida Expressway Authority, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2026, and Lake County, Florida, signing by and through its Chair or Vice-Chair.

ATTEST:

_____
Regla ("Mimi") Lamaute
Manager of Board Services

"**CFX**"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida

By: _____

Title: Chairman

Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY FOR THE EXCLUSIVE RELIANCE OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY.

By: _____
Sherry G. Sutphen
Outside Counsel

Date: _____

SIGNATURE PAGE FOR THE COUNTY

COUNTY

LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

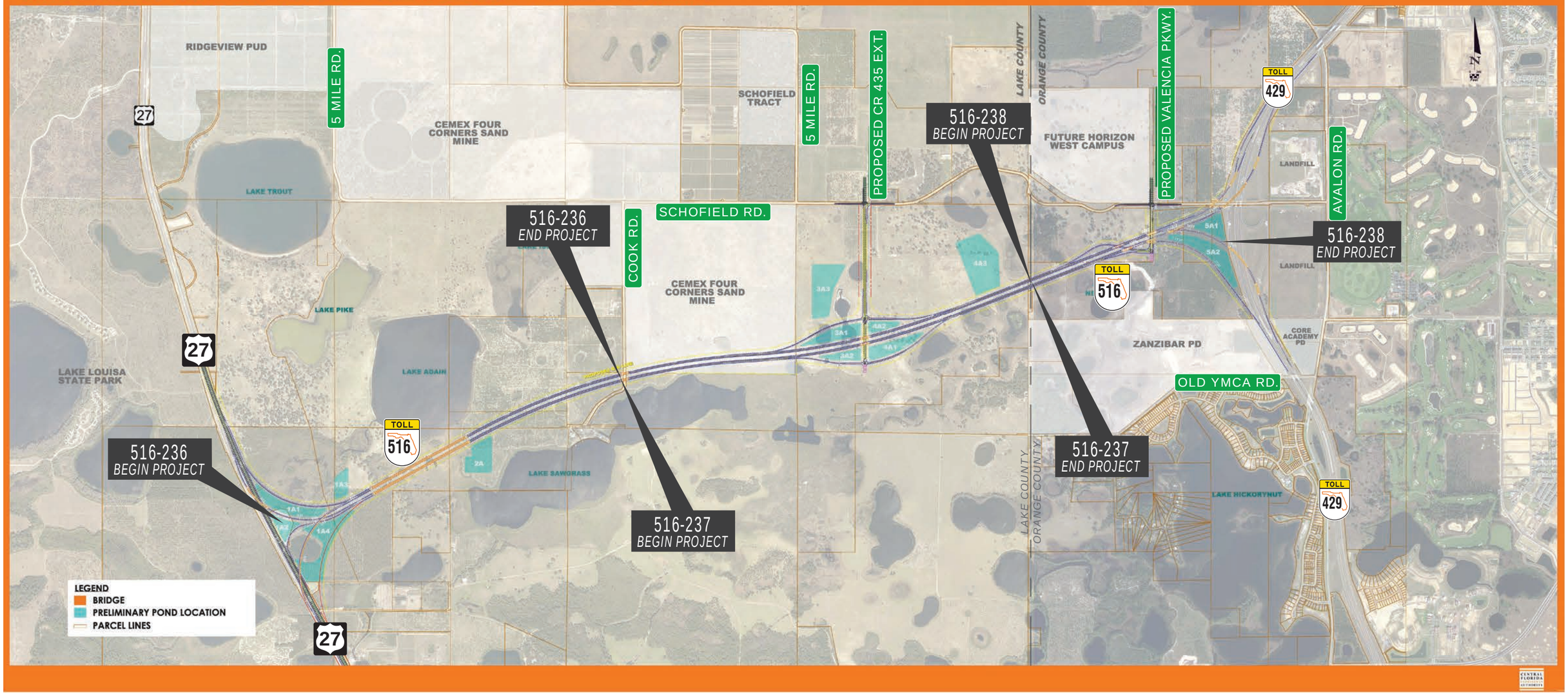
ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

CFX LAKE/ORANGE COUNTY CONNECTOR FEASIBILITY/PD&E STUDY - PREFERRED ALTERNATIVE




COOK RD.
POND
COOK RD.
Right-of-Way
Transfer
Inset of Cook Road Area
SCHOFIELD RD.
HICKORY
51-137
Right-of-Way
Transfer
POND
455N
Right-of-Way
Transfer
DAVIDSON
51-132 A
LAKE
455
COUNTY
TOLL
516
COOK RD.
TOLL
516
POND
455S
Right-of-Way
Transfer
N
N.T.S.
POND
COOK RD.
Right-of-Way
Transfer
See Inset
CRA-MAR
51-130
LAKE
455
COUNTY
ROPER
51-135
EXISTING RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
PROPERTY LINE
COUNTY ROAD
RIGHT-OF-WAY TRANSFERS
PROPOSED POND

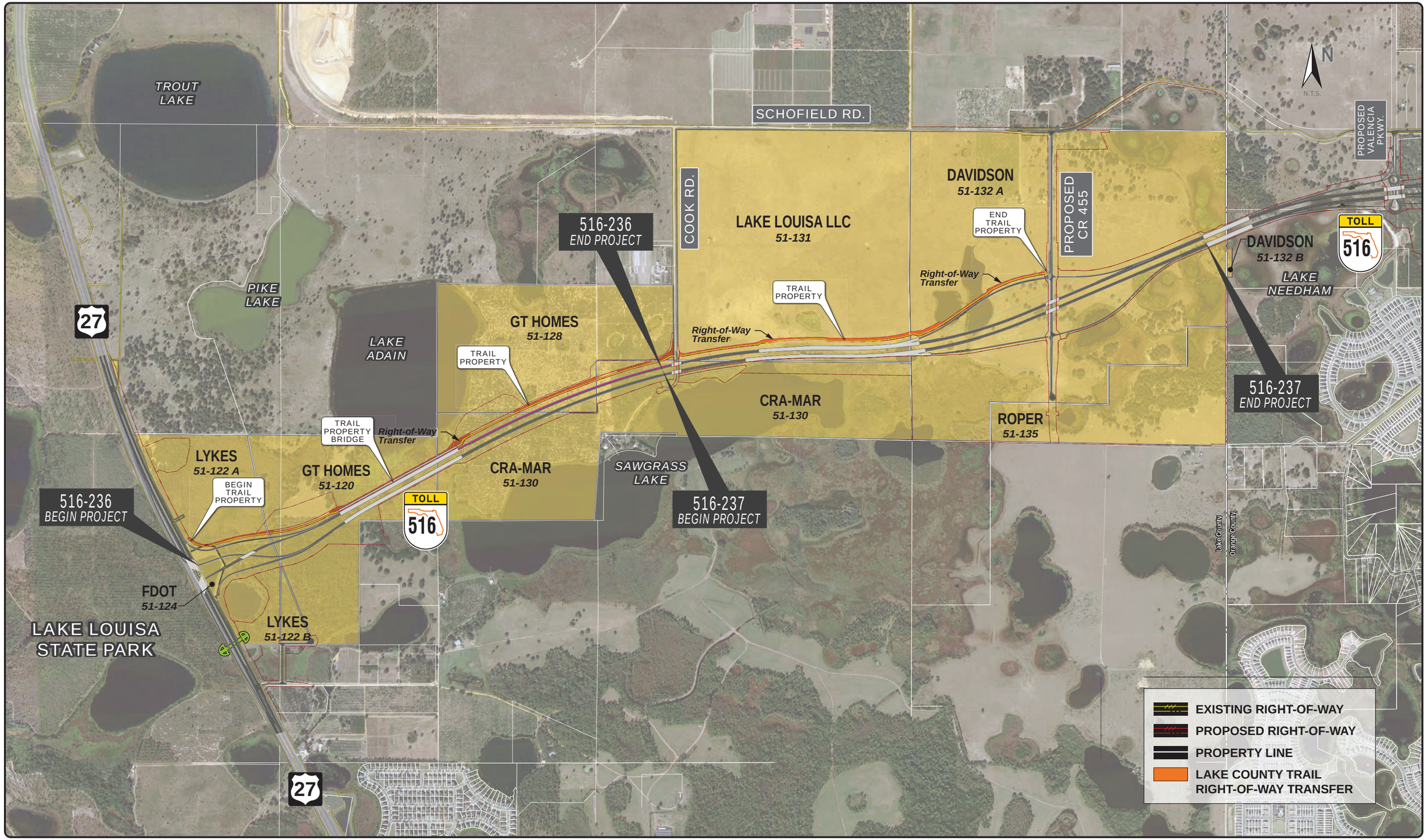

TROUT LAKE
SCHOFIELD RD.
N
N.T.S.
PROPOSED VALENCIA PKWY.
COOK RD.
LAKE LOUISA LLC
51-131
DAVIDSON
51-132 A
PROPOSED CR 455
END TRAIL PROPERTY
Right-of-Way Transfer
TRAIL PROPERTY
516-236
END PROJECT
TOLL
516
DAVIDSON
51-132 B
LAKE NEEDHAM
PIKE LAKE
27
LAKE ADAIN
GT HOMES
51-128
Right-of-Way Transfer
TRAIL PROPERTY
CRA-MAR
51-130
ROPER
51-135
516-237
END PROJECT
TRAIL PROPERTY BRIDGE
Right-of-Way Transfer
LYKES
51-122 A
GT HOMES
51-120
CRA-MAR
51-130
SAWGRASS LAKE
BEGIN TRAIL PROPERTY
516-236
BEGIN PROJECT
TOLL
516
516-237
BEGIN PROJECT
FDOT
51-124
LAKE LOUISA STATE PARK
LYKES
51-122 B
27
Lake County
Orange County
EXISTING RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
PROPERTY LINE
LAKE COUNTY TRAIL RIGHT-OF-WAY TRANSFER

EXHIBIT D: COUNTY CONTRIBUTION

Dewberry

CFX PROJECT No. 516-237

LOCAL ROADS (CR 455, SCHOFIELD RD, & COOK ROAD)

LAKE COUNTY

SUMMARY

DESCRIPTION	TOTAL PROJECT COST ($)
LOCAL ROADS	
1- CR 455	$5,676,099.93
2- SCHOFIELD RD	$1,696,135.11
3 - COOK RD	$631,051.42
4 - RELOCATE UTILITIES - NOT INCLUDED	$0.00
TOTAL (CONSTRUCTION COST)	**$8,003,286.45**

DESIGN (5%)	$400,164.32
CEI (6%)	$480,197.19
WETLANDS MITIGATION (WETLAND IMPACT ACREAGE X 0.7 = CREDITS)	$0.00
GOPHER TORTOISE RELOCATION ($12,000/GOPHER TORTOISE - 33 GOPHER TORTOISES)	$396,000.00
RIGHT - OF - WAY	
CR 455	$6,646,475.12
COOK RD	$377,816.34
SCHOFIELD RD	$44,775.00

GRAND TOTAL PROJECT COST ($)	**$16,348,714.42**

LAST REVISION: 3/18/2026

ESTIMATE BASIS AND ASSUMPTIONS:

1. Estimate is based on final bid plans dated October 2025, including addendums. The local roads include CR 455, Schofield Road, and Cook Road.
2. The unit prices are based on the winning Bid by Prince Contracting, LLC. Bid Date 12-18-2025.
3. Estimate excludes escalation, or inflation, all prices present day.
4. The estimate includes design fee (5%).
5. The estimate includes CEI (Construction Engineering & Inspection) fee (6%).
6. The estimate does not include landscaping. These costs are by CFX.

CFX PROJECT NO. 516-237; CONTRACT NO. 001670
SR 516 LAKE ORANGE EXPRESSWAY FROM WEST OF COOK ROAD TO LAKE/ORANGE COUNTY LINE
LOCAL ROADS (CR 455, SCHOFIELD RD, & COOK ROAD)

ITEM NO.	CR 455	COOK RD	SCHOFIELD RD	TOTAL QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	CR 455	COOK RD	SCHOFIELD RD	TOTAL
0101-001-000	1	1	1	1.000	LS	MOBILIZATION (10% OF CONSTRUCTION COST)	%	$520,000.00	$50,000.00	$150,000.00	$720,000.00
0104-020-000				-	LS	EROSION CONTROL	%	$30,000.00	$0.00	$10,000.00	$40,000.00
0110-001-001	36.395	5.351	1.000	42.746	LS	CLEARING & GRUBBING (INCLUDES PONDS ASSOCIATED WITH LOCAL RD)	$16,312.04	$593,677.70	$87,285.73	$16,312.04	$697,275.47
0120-001-000	105,743.000	29,038.000	2,243.000	137,024.000	CY	REGULAR EXCAVATION (INCLUDES PONDS ASSOCIATED WITH LOCAL RD)	$5.81	$614,366.83	$168,710.78	$13,031.83	$796,109.44
0120-006-000	39,001.000	164.000	2,995.000	42,160.000	CY	EMBANKMENT(INCLUDES PONDS ASSOCIATED WITH LOCAL RD)	$11.92	$464,891.92	$1,954.88	$35,700.40	$502,547.20
0160-004-000	25,253.400	4,943.100	5,626.915	35,823.415	SY	TYPE B STABILIZATION	$10.59	$267,433.51	$52,347.43	$59,589.03	$379,369.96
0285-701-000	5,160.300			5,160.300	SY	OPTIONAL BASE,BASE GROUP 01, LIMEROCK ONLY	$23.78	$122,711.93	$0.00	$0.00	$122,711.93
0285-704-000	2,389.100		658.700	3,047.800	SY	OPTIONAL BASE,BASE GROUP 04, LIMEROCK ONLY	$23.78	$56,812.80	$0.00	$15,663.89	$72,476.68
0285-706-000		1,738.900		1,738.900	SY	OPTIONAL BASE,BASE GROUP 06, LIMEROCK ONLY	$23.78	$0.00	$41,351.04	$0.00	$41,351.04
0285-709-000	19,806.530		4,046.600	23,853.130	SY	OPTIONAL BASE,BASE GROUP 09, LIMEROCK ONLY	$23.78	$470,999.28	$0.00	$96,228.15	$567,227.43
0286-001-000	422.000		94.700	516.700	SY	TURNOUT CONSTRUCTION/DRIVEWAY BASE- OPTIONAL MATERIALS	$11.50	$4,853.00	$0.00	$1,089.05	$5,942.05
0327-070-001			3,344.000	3,344.000	SY	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	$7.00	$0.00	$0.00	$23,408.00	$23,408.00
0334-001-012	307.060	191.320	224.500	722.880	TN	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	$192.96	$59,250.30	$36,917.11	$43,319.52	$139,486.92
0334-001-013	1,499.200			1,499.200	TN	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	$172.00	$257,862.40	$0.00	$0.00	$257,862.40
0337-007-080			444.900	444.900	TN	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	$238.40	$0.00	$0.00	$106,064.16	$106,064.16
0337-007-083			2,297.500	2,297.500	TN	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22	$209.00	$0.00	$0.00	$480,177.50	$480,177.50
0425-001-311	9.000			9.000	EA	INLETS, CURB TYPE P-1, <10'	$7,500.00	$67,500.00	$0.00	$0.00	$67,500.00
0425-001-411	6.000			6.000	EA	INLETS, CURB TYPE J-1, <10'	$11,500.00	$69,000.00	$0.00	$0.00	$69,000.00
0425-001-421		1.000		1.000	EA	INLETS, CURB TYPE J-2, <10'	$16,000.00	$0.00	$16,000.00	$0.00	$16,000.00
0425-001-511				-	EA	INLETS, DT BOT, TYPE B, <10'	$6,000.00	$0.00	$0.00	$0.00	$0.00
0425-001-521				-	EA	INLETS, DT BOT, TYPE C, <10'	$8,650.00	$0.00	$0.00	$0.00	$0.00
0425-001-541	6.000	1.000		7.000	EA	INLETS, DT BOT, TYPE D, <10'	$5,500.00	$33,000.00	$5,500.00	$0.00	$38,500.00
0425-001-543	3.000			3.000	EA	INLETS, DT BOT, TYPE D, J BOT, <10	$11,000.00	$33,000.00	$0.00	$0.00	$33,000.00
0425-001-921	1.000			1.000	EA	INLETS, ADJACENT BARRIER, <=10'	$12,500.00	$12,500.00	$0.00	$0.00	$12,500.00
0425-002-041	1.000			1.000	EA	MANHOLES, P-7, <10'	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00
0425-002-061	1.000	1.000		2.000	EA	MANHOLES, P-8, <10'	$6,000.00	$6,000.00	$6,000.00	$0.00	$12,000.00
0430-174-118	93.000			93.000	LF	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	$100.00	$9,300.00	$0.00	$0.00	$9,300.00
0430-174-124			42.000	42.000	LF	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	$165.00	$0.00	$0.00	$6,930.00	$6,930.00
0430-175-118	1,135.000			1,135.000	LF	PIPE CULV, OPT MATL, ROUND, 18"S/CD	$102.41	$116,235.35	$0.00	$0.00	$116,235.35
0430-175-124	2,466.000	306.000		2,772.000	LF	PIPE CULV, OPT MATL, ROUND, 24"S/CD	$160.00	$394,560.00	$48,960.00	$0.00	$443,520.00
0430-175-130	550.000			550.000	LF	PIPE CULV, OPT MATL, ROUND, 30"S/CD	$175.00	$96,250.00	$0.00	$0.00	$96,250.00
0430-175-136	1,412.000			1,412.000	LF	PIPE CULV, OPT MATL, ROUND, 36"S/CD	$225.00	$317,700.00	$0.00	$0.00	$317,700.00
0430-175-142	76.000			76.000	LF	PIPE CULV, OPT MATL, ROUND, 42"S/CD	$260.00	$19,760.00	$0.00	$0.00	$19,760.00
0430-982-129	1.000			1.000	EA	MITERED END SECT, OPTIONAL RD, 24" CD	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00
0430-982-138	4.000			4.000	EA	MITERED END SECT, OPTIONAL RD, 36" CD	$6,000.00	$24,000.00	$0.00	$0.00	$24,000.00
0430-984-125	6.000			6.000	EA	MITERED END SECTION, OPTIONAL ROUND, 18" SD	$2,000.00	$12,000.00	$0.00	$0.00	$12,000.00
0430-984-129			2.000	2.000	EA	MITERED END SECTION, OPTIONAL ROUND, 24" SD	$2,400.00	$0.00	$0.00	$4,800.00	$4,800.00
0515-001-001	9.000			9.000	LF	PIPE HANDRAIL-GUIDERAIL (STEEL)	$320.00	$2,880.00	$0.00	$0.00	$2,880.00
0520-001-010	1,875.600	689.900	2,855.400	5,420.900	LF	CONCRETE CURB & GUTTER, TYPE F	$52.87	$99,162.97	$36,475.01	$150,965.00	$286,602.98
0520-002-002	63.000			63.000	LF	CONCRETE CURB, TYPE B	$45.50	$2,866.50	$0.00	$0.00	$2,866.50
0520-002-004	68.000			68.000	LF	CONCRETE CURB, TYPE D	$57.50	$3,910.00	$0.00	$0.00	$3,910.00
0522-002-000	149.495	251.200		400.695	SY	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	$101.95	$15,241.02	$25,609.84	$0.00	$40,850.86
0523-003-000	8.000			8.000	SY	PATTERNED PAVEMENT	$660.00	$5,280.00	$0.00	$0.00	$5,280.00
0524-001-002	1,227.800	73.100		1,300.900	SY	CONC SLOPE PAVT, NR, 4"	$75.00	$92,085.00	$5,482.50	$0.00	$97,567.50
0527-002-000	285.200			285.200	SF	DETECTABLE WARNINGS	$32.75	$9,340.30	$0.00	$0.00	$9,340.30
0530-003-004	97.000			97.000	TN	RIPRAP, RUBBLE, F&I, DITCH LINING	$150.00	$14,550.00	$0.00	$0.00	$14,550.00
0530-074-000	64.600			64.600	TN	BEDDING STONE	$220.00	$14,212.00	$0.00	$0.00	$14,212.00
0550-010-110			1,131.000	1,131.000	LF	FENCING, TYPE A, 0.0-5.0, STANDARD	$13.00	$0.00	$0.00	$14,703.00	$14,703.00
0550-010-222	8,334.700	126.100		8,460.800	LF	FENCING, TYPE B, 5.1-6.0', W/VINYL COATING	$17.60	$146,690.72	$2,219.36	$0.00	$148,910.08
0550-060-124			1.000	1.000	EA	FENCE GATE, TYPE B, DOUBLE, 12.1-18.0' OPENING	$2,000.00	$0.00	$0.00	$2,000.00	$2,000.00
0550-060-224		4.000	1.000	5.000	EA	FENCE GATE, TYPE B, DOUBLE, 18.1-20.0' OPENING	$2,500.00	$0.00	$10,000.00	$2,500.00	$12,500.00
0570-001-002	105,046.481	5,052.800		110,099.281	SY	PERFORMANCE TURF, SOD	$4.86	$510,525.90	$24,556.61	$0.00	$535,082.51
0630-002-011			105.000	105.000	LF	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	$19.90	$0.00	$0.00	$2,089.50	$2,089.50
0630-002-012			515.000	515.000	LF	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	$23.00	$0.00	$0.00	$11,845.00	$11,845.00
0632-007-001			1.000	1.000	PI	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	$11,500.00	$0.00	$0.00	$11,500.00	$11,500.00
0635-002-011			15.000	15.000	EA	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	$2,300.00	$0.00	$0.00	$34,500.00	$34,500.00
0639-001-121			1.000	1.000	AS	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY POWER COMPANY	$7,500.00	$0.00	$0.00	$7,500.00	$7,500.00
0639-002-001			60.000	60.000	LF	ELECTRICAL SERVICE WIRE, F&I	$7.20	$0.00	$0.00	$432.00	$432.00
0641-002-012			1.000	1.000	EA	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	$2,700.00	$0.00	$0.00	$2,700.00	$2,700.00

CFX PROJECT NO. 516-237; CONTRACT NO. 001670

SR 516 LAKE ORANGE EXPRESSWAY FROM WEST OF COOK ROAD TO LAKE/ORANGE COUNTY LINE

LOCAL ROADS (CR 455, SCHOFIELD RD, & COOK ROAD)

ITEM NO.	CR 455	COOK RD	SCHOFIELD RD	TOTAL QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	CR 455	COOK RD	SCHOFIELD RD	TOTAL
0649-021-003			2.000	2.000	EA	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	$58,500.00	$0.00	$0.00	$117,000.00	$117,000.00
0649-021-021			1.000	1.000	EA	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78'	$91,700.00	$0.00	$0.00	$91,700.00	$91,700.00
0650-001-014			6.000	6.000	AS	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	$1,600.00	$0.00	$0.00	$9,600.00	$9,600.00
0650-001-016			1.000	1.000	AS	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	$2,100.00	$0.00	$0.00	$2,100.00	$2,100.00
0660-004-011			1.000	1.000	EA	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	$21,500.00	$0.00	$0.00	$21,500.00	$21,500.00
0660-004-012			3.000	3.000	EA	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	$11,300.00	$0.00	$0.00	$33,900.00	$33,900.00
0670-005-161			1.000	1.000	AS	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA W/STANDARD LOCK, 1 PREEMPTION	$46,100.00	$0.00	$0.00	$46,100.00	$46,100.00
0684-001-001			1.000	1.000	EA	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	$7,400.00	$0.00	$0.00	$7,400.00	$7,400.00
0685-001-013			1.000	1.000	EA	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	$18,300.00	$0.00	$0.00	$18,300.00	$18,300.00
0685-002-001			1.000	1.000	EA	REMOTE POWER MANAGEMENT UNIT- RPMU, FURNISH AND INSTALL	$1,750.00	$0.00	$0.00	$1,750.00	$1,750.00
0700-001-011	30.000		16.000	46.000	AS	SINGLE POST SIGN, F&I GM, <12 SF	$548.47	$16,454.10	$0.00	$8,775.52	$25,229.62
0700-001-013	3.000		-	3.000	AS	SINGLE POST SIGN, F&I GM, 21-30 SF	$3,500.00	$10,500.00	$0.00	$0.00	$10,500.00
0700-005-022			3.000	3.000	EA	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	$4,000.00	$0.00	$0.00	$12,000.00	$12,000.00
0700-013-012	4.000			4.000	EA	RETROREFLECTIVE SIGN STRIP- FURNISH AND INSTALL, 2'	$66.00	$264.00	$0.00	$0.00	$264.00
0700-013-015	4.000			4.000	EA	RETROREFLECTIVE SIGN STRIP-FURNISH AND INSTALL, 5'	$200.00	$800.00	$0.00	$0.00	$800.00
0705-010-001	3.000		3.000	6.000	EA	OBJECT MARKER, TYPE 1	$300.00	$900.00	$0.00	$900.00	$1,800.00
0705-010-004	3.000			3.000	EA	OBJECT MARKER, TYPE 4	$300.00	$900.00	$0.00	$0.00	$900.00
0706-003-000	637.000	12.000	75.000	724.000	EA	RETRO REFLECTIVE / RAISED PAVEMENT MARKERS	$4.50	$2,866.50	$54.00	$337.50	$3,258.00
0711-011-123	99.000		306.000	405.000	LF	THERMOPLASTIC, STD, WHITE, SOLID, 12"	$4.00	$396.00	$0.00	$1,224.00	$1,620.00
0711-011-124	897.000		227.000	1,124.000	LF	THERMOPLASTIC, STD, WHITE, SOLID, 18"	$6.00	$5,382.00	$0.00	$1,362.00	$6,744.00
0711-011-125	88.000		79.000	167.000	LF	THERMOPLASTIC, STD, WHITE, SOLID, 24"	$7.91	$696.08	$0.00	$624.89	$1,320.97
0711-011-141	0.063		0.010	0.073	GM	THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6"	$2,200.00	$138.60	$0.00	$22.00	$160.60
0711-011-160	8.000		4.000	12.000	EA	THERMOPLASTIC, STD, WHITE, MESSAGE	$260.00	$2,080.00	$0.00	$1,040.00	$3,120.00
0711-011-170	28.000		16.000	44.000	EA	THERMOPLASTIC, STD, WHITE, ARROW	$90.00	$2,520.00	$0.00	$1,440.00	$3,960.00
0711-011-224	690.000		816.000	1,506.000	LF	THERMO., STANDARD, YELLOW, SOLID, 18"	$6.00	$4,140.00	$0.00	$4,896.00	$9,036.00
0711-011-241	0.017			0.017	GM	THERMOPLASTIC,STD,YELLOW,DOT / GUIDE, 6"	$3,100.00	$52.70	$0.00	$0.00	$52.70
0711-014-125	272.000			272.000	LF	THERMOPLASTIC, PREFORM, WHITE, SOLID,24"	$21.00	$5,712.00	$0.00	$0.00	$5,712.00
0711-015-101	0.009			0.009	GM	THERMO., STANDARD-OPEN GRADED ASPHALT, WHITE, SOLID, 6"	$9,500.00	$85.50	$0.00	$0.00	$85.50
0711-015-201	0.009			0.009	GM	THERMO., STANDARD-OPEN GRADED ASPHALT, YELLOW, SOLID, 6"	$9,500.00	$85.50	$0.00	$0.00	$85.50
0711-016-101	1.751	0.011	0.894	2.656	GM	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	$5,778.67	$10,118.45	$63.57	$5,166.13	$15,348.15
0711-016-102	0.054			0.054	GM	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	$9,000.00	$486.00	$0.00	$0.00	$486.00
0711-016-171			0.051	0.051	GM	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6", 6-10 DOTTED MANAGED LANE MARKING	$3,000.00	$0.00	$0.00	$153.00	$153.00
0711-016-201	1.994	0.011	1.003	3.008	GM	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	$5,778.67	$11,522.67	$63.57	$5,796.01	$17,382.24
0711-016-202	0.072			0.072	GM	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 8"	$8,200.00	$590.40	$0.00	$0.00	$590.40
				-							
						TOTAL ESTIMATE		**$5,676,099.93**	**$631,051.42**	**$1,696,135.11**	**$8,003,286.45**

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

DATE: 03/17/2026
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42822
Roberto Bonilla, Assistant County Manager
BY: Marcia Bush, Associate Director of Water Resources
SUBJECT: Interlocal Agreement with the Lake County Water Authority for the Distributed Wastewater Treatment System Program

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of an Interlocal Agreement between Lake County and the Lake County Water Authority to accept $1,000,000 for the Lake County Distributed Wastewater Treatment System Program; and
2. To adopt an Unanticipated Revenue Resolution (URR) to accept and appropriate in the amount of $1,000,000 for the Lake County Distributed Wastewater Treatment System Program grant funds.

BACKGROUND SUMMARY: At the March 25, 2026, regular meeting of the Lake County Water Authority (LCWA), the LCWA Board of Trustees approved a draft Interlocal Agreement to provide $1,000,000 to Lake County (County) for its Distributed Wastewater Treatment System (DWTS) Program. The DWTS Program is intended to reduce nutrient loading and improve water quality within priority basins by supporting projects that upgrade or replace traditional onsite sewage treatment and disposal systems with advanced wastewater treatment technologies or provide for central sewer connection.

The Interlocal Agreement formalizes the partnership between the County and LCWA and establishes the terms and conditions for program implementation. The agreement includes a funding contribution from LCWA of up to $1,000,000 to support eligible wastewater treatment system improvements that advance Basin Management Action Plan (BMAP) goals and regional water quality restoration efforts.

Approval of this agreement will allow the County to administer the program and implement projects that support long-term water quality improvements and protection of freshwater resources.

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

Fiscal Impact: The fiscal impact is $1,000,000 (revenue/expenditure - grant funded)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
MSTU - Stormwater Mgmt	1230	5055600	337900	50089	-$1,000,000.00
MSTU - Stormwater Mgmt	1230	5055600	860630	50089	-$1,000,000.00

Advertised Date: Paper:

Attachments:

1.	5.11.26 Partially Executed Interlocal Funding Agreement with Lake County
2.	URR for DWTS LCWA GRANT

STAFF APPROVALS AND DATES:

Marcia Bush	Created/Initiated - 03/17/2026
Justin Elkins	Approved - 03/23/2026
Grace Burgos	Approved - 05/07/2026
Roberto Bonilla	Approved - 05/07/2026
Alexis Clark	Approved - 05/07/2026
Ron Falanga	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 - 05/12/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

LAKE COUNTY WATER AUTHORITY
WATER RESOURCES IMPROVEMENT PROGRAM
INTERLOCAL AGREEMENT TO FUND
LAKE COUNTY DISTRIBUTED WASTEWATER TREATMENT SYSTEM PROGRAM

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, a dependent special district of the State of Florida, whose address is 27351 State Road 19, Tavares, Florida 32778 (hereinafter referred to as the "Authority" or "LCWA"), and LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose principal address is 315 West Main Street, Tavares, Florida 32778 (hereinafter referred to as the "County"). The Authority and the County may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, this Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes, which authorizes public agencies to exercise jointly any power, privilege, or authority that the agencies share in common and provides that such interlocal agreements become effective upon execution and filing as required by law; and

WHEREAS, both the Authority and the County are public agencies as defined in section 163.01(3), Florida Statutes, and each possesses independent authority to undertake water-quality improvement and wastewater infrastructure activities within their respective jurisdictions; and

WHEREAS, the Authority is authorized under Chapter 2022-245, Laws of Florida, Chapter 24, Lake County Code, and other applicable law to control and conserve freshwater resources, improve streams, lakes, and canals, enhance aquatic habitat, and assist local governments in water resource and water quality improvement projects; and

WHEREAS, Lake County is subject to Basin Management Action Plan ("BMAP") obligations affecting onsite sewage treatment and disposal systems ("OSTDS") within identified basins, including the Upper Ocklawaha River Basin, the Wekiva River, Rock Springs Run, and Little Wekiva Canal Basin, and the Silver Springs and River Basin; and

WHEREAS, Section 403.067, Florida Statutes, requires domestic wastewater treatment planning and OSTDS remediation planning within basin management action plans under specified circumstances, and Section 403.0671, Florida Statutes, recognizes as eligible water-quality projects those that replace onsite sewage treatment and disposal systems with enhanced nutrient-reducing systems, retrofit such systems with enhanced nutrient-reducing technologies, or construct, upgrade, or expand domestic wastewater treatment facilities to meet a domestic wastewater treatment plan required by Section 403.067(7)(a)9., Florida Statutes; and

WHEREAS, Section 373.807, Florida Statutes, within the Florida Springs and Aquifer Protection Act, requires that where an OSTDS remediation plan is necessary, the plan include options for repair, upgrade, replacement, drainfield modification, addition of effective nitrogen-reducing features, connection to a central sewerage system, or other action for onsite sewage treatment and disposal systems within a basin management action plan; and

WHEREAS, the County has established a Distributed Wastewater Treatment System Program (the "Project" or "DWTS Program"), which includes the removal, replacement, or upgrade of existing septic systems and the installation of advanced distributed wastewater treatment systems intended to reduce nutrient loading and improve water quality in priority BMAP areas as well as other environmentally sensitive areas of the county; and

WHEREAS, the Authority has determined that the Project serves a valid public purpose by improving water quality, reducing nutrient loading to lakes, springs, and groundwater, assisting with BMAP implementation, and furthering the Authority's statutory mission; and

WHEREAS, the LCWA Board approved up to One Million Dollars ($1,000,000.00) as funding for the Project from the LCWA Fiscal Year 2025 budget, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. LEGAL FINDINGS; PURPOSE; AUTHORITY; NATURE OF AGREEMENT

1.1 **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.

1.2 **Purpose**. The purpose of this Agreement is to establish the terms and conditions under which the Authority shall provide a one-time funding disbursement to the County, for administration and expenditure by the County in connection with the County's Distributed Wastewater Treatment System Program, subject to the restrictions, reporting requirements, and other conditions set forth herein.

1.3 **Interlocal Nature of Agreement**. This Agreement is an interlocal agreement entered pursuant to section 163.01, Florida Statutes.

1.4 **Public Purpose**. The Parties acknowledge and affirm that the Project serves a public purpose related to water-quality improvement, nutrient reduction, and implementation of state-mandated or state-recognized basin management and wastewater remediation objectives.

1.5 **No Departmental Limitation**. For all purposes under this Agreement, the contracting governmental recipient is Lake County, Florida, and not any individual County department, division, office, or agency component. The County may internally administer the Project through such department, office, employee, consultant, or contractor as it deems appropriate, but all obligations of the recipient under this Agreement shall remain obligations of Lake County, Florida.

2. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

2.1 **Agreement**. "Agreement" means this Interlocal Agreement, as may be amended from time to time by a written instrument executed by both Parties.

2.2 **Authority**. "Authority" or "LCWA" means the Lake County Water Authority.

2.3 **County**. "County" means Lake County, Florida, a political subdivision of the State of Florida.

2.4 **Effective Date**. "Effective Date" means the date on which this Agreement has been fully executed by both Parties and filed with the Clerk of the Court of Lake County, Florida.

2.5 **Eligible Costs**. "Eligible Costs" means actual, reasonable, necessary, and adequately documented costs incurred or to be incurred by the County in direct furtherance of the Project after the Effective Date, including costs associated with design, permitting, procurement, removal, abandonment, decommissioning, installation, construction, startup, testing, monitoring, public outreach, and implementation of the Project, excluding costs that are unrelated, unsupported, duplicative, unlawful, or otherwise ineligible under this Agreement or applicable law.

2.6 **Grant Funds**. "Grant Funds" means the one-time payment provided by the Authority to the County under this Agreement for use solely in connection with the Project, in an amount not to exceed the sum stated herein.

2.7 **Project**. "Project" means the Lake County Distributed Wastewater Treatment System Program, including septic replacement, upgrade, conversion, removal, or related activities involving the installation of County owned, publicly administered, or otherwise lawfully operated advanced distributed wastewater treatment systems in eligible priority areas within Lake County.

2.8 **Scope of Approved Work**. "Scope of Approved Work" means the work expressly authorized by this Agreement, including the Project activities described herein. No reimbursement shall be made for work outside that scope unless approved in writing by amendment to this Agreement.

3. TERM; EFFECTIVENESS; AMENDMENT

3.1 **Term**. The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of: (a) the County's submission of the final Project report and final accounting required by this Agreement; (b) the return of any unexpended or disallowed Grant Funds required under this Agreement; or (c) eighteen (18) months after the Effective Date, unless earlier terminated or extended by written amendment executed by both Parties.

3.2 **No Pre-Effective-Date Expenditure of Grant Funds**. Grant Funds shall not be used for costs incurred by the County before the Effective Date.

3.3 **Amendments**. This Agreement may be amended only by a written instrument executed by duly authorized representatives of both Parties. Any amendment involving additional funding, scope, or time shall be subject to lawful authorization and appropriation.

4. FUNDING; MATCH; ELIGIBLE AND INELIGIBLE COSTS

4.1 **Maximum Funding Commitment**. Subject to the terms and conditions of this Agreement, the Authority shall reimburse the County for Eligible Costs in an amount not to exceed One Million Dollars ($1,000,000.00). All Grant Funds provided under this Agreement constitute public funds and shall be expended solely for lawful public purposes consistent with Florida law. Nothing in this Agreement shall obligate the Authority to provide funding beyond the maximum amount stated herein or to participate in future phases of the Project unless authorized by a separate written agreement.

4.2 **Nature of Funding**. The Grant Funds provided under this Agreement constitute a one-time funding disbursement to the County for use solely in connection with the Project and shall not be construed as a recurring appropriation, a continuing obligation, or a commitment of future funding by the Authority.

4.3 **One-Time Disbursement**. Within thirty (30) days after the Effective Date, and subject to lawful budget availability and completion of all approvals required by law, the Authority shall disburse the Grant Funds to the County in a single lump-sum payment.

4.4 **County Administration of Funds**. Following receipt of the Grant Funds, the County shall administer, obligate, and expend the Grant Funds solely for Eligible Costs and in strict compliance with this Agreement, applicable law, and any other funding conditions applicable to the Project.

4.5 **Eligible Uses of Grant Funds**. Eligible uses of Grant Funds may include, to the extent consistent with applicable law and other applicable funding conditions:

(a) removal, abandonment, or decommissioning of existing septic systems;

(b) purchase and installation of DWTS units and associated treatment components;

(c) electrical, communications, control, startup, and monitoring equipment integral to the DWTS units;

(d) drainfield or related site work where necessary for an eligible installation;

(e) permitting, inspection, testing, and startup costs directly tied to eligible installations;

(f) reasonable and documented Project administration costs directly attributable to implementation of the Project, provided such costs are otherwise lawful and do not exceed ten percent (10%) of the Grant Funds without prior written approval of the Authority.

4.6 **Ineligible Costs**. Unless expressly approved in writing by the Authority, Grant Funds shall not be used for:

(a) costs incurred before the Effective Date;

(b) costs unrelated to the Project;

(c) general County overhead not specifically attributable to the Project;

(d) land acquisition;

(e) fines, penalties, sanctions, claims, litigation expenses, or settlement costs;

(f) costs already reimbursed from another source in a manner constituting a duplication of benefits; for purposes of this Agreement, "duplication of benefits" means any circumstance in which the same cost, expense, or obligation is paid, reimbursed, credited, or otherwise compensated from more than one public funding source, including federal, state, or local funds, for the same purpose or activity;

(g) costs for work not lawfully procured or not adequately documented.

4.7 **Other Funding Sources**. The County may use local, state, federal, homeowner, Municipal Service Benefit Unit (MSBU), or private contributions for the Project. The County shall remain

solely responsible for compliance with all legal, accounting, audit, and administrative requirements applicable to such additional funding sources.

4.8 **Compliance with Funding Source Requirements**. If state financial assistance is used in connection with the Project, the County shall comply with applicable state requirements, including section 215.97, Florida Statutes, where applicable. Where federal funds are used in connection with the Project, the County shall comply with all applicable federal requirements including, where applicable, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

4.9 **Appropriation Contingency.** The Authority's performance and obligation to reimburse under this Agreement are expressly contingent upon lawful appropriation and budget availability, and nothing herein shall be construed as a pledge or commitment of future nonappropriated funds.

4.10 **No Commitment of Future Budgets**. Nothing contained herein shall be construed as a commitment of future budget allocations by the Authority beyond funds lawfully appropriated for this Agreement.

5. PAYMENT REQUESTS; REPORTING; FINAL REPORT

5.1 **Quarterly Progress Reports**. The County shall submit written quarterly progress reports no later than twenty (20) calendar days following the end of each calendar quarter. Each report shall, at a minimum, describe:

(a) the number of installations completed, underway, approved, or pending;

(b) the locations or priority areas served;

(c) the work performed during the reporting period;

(d) issues encountered and resolutions proposed or implemented;

(e) project schedule updates; and

(f) a summary of expenditures incurred and reimbursement requested or anticipated.

5.2 **Accounting of Funds**. The County shall maintain a complete and accurate accounting of receipt, obligation, expenditure, and balance of the Grant Funds and shall provide such accounting information to the Authority upon request.

5.3 **No Reimbursement Requests Required**. Because funding under this Agreement is provided through a one-time disbursement rather than a reimbursement mechanism, the County shall not be required to submit reimbursement requests as a condition of expenditure; provided,

however, that the County shall maintain adequate supporting documentation for all expenditures and shall provide such documentation to the Authority upon request, audit, or closeout.

5.4 **Final Report**. Upon completion of the Project, or upon expiration or termination of this Agreement, the County shall submit a final Project report. The final Project report shall include, at a minimum:

(a) a narrative summary of the work completed;

(b) a list of funded installations or improvements;

(c) before-and-after photographs where reasonably available;

(d) copies of permits, approvals, closeout documentation, and relevant certifications, where applicable;

(e) final expenditure detail sufficient to verify Eligible Costs and total use of LCWA funds;

(f) a certification that the work was completed in accordance with the Scope of Approved Work.

5.5 **Return of Unexpended Funds**. Any Grant Funds not expended or lawfully obligated for Eligible Costs as of the County's submission of the final Project report, or upon earlier termination of this Agreement, shall be returned to the Authority within thirty (30) days after such final Project report or termination date, unless otherwise authorized in writing by the Authority.

5.6 **Site Inspection Rights**. Upon reasonable notice, the Authority or its authorized representative may inspect Project documentation or completed installations funded under this Agreement for the limited purpose of verifying compliance with the Scope of Approved Work and eligibility for reimbursement.

6. PROJECT IMPLEMENTATION; PROCUREMENT; PROGRAM ADMINISTRATION

6.1 **County Administration**. The County shall administer the Project, including homeowner enrollment, eligibility screening, project selection, procurement, permitting, implementation, construction oversight, installation coordination, closeout, and related program administration. County may utilize its contractors, where appropriate, to administer portions of the project on behalf of the County.

6.2 **County Responsibility for Project**. The County shall remain solely responsible for homeowner enrollment, eligibility standards, project selection, contractor or vendor oversight,

permitting, implementation, and program administration for all DWTS activities funded under this Agreement.

6.3 **Procurement Compliance**. The County shall procure all goods and services in compliance with applicable federal, state, and local law. To the extent applicable, the County shall comply with Florida public-construction procurement and bonding laws, including Sections 255.20 and 255.05, Florida Statutes, and with written-agreement requirements applicable to public contracts.

6.4 **Subcontracting**. The County may subcontract portions of the Project, but no subcontract shall relieve the County of any duty or liability under this Agreement. The County remains fully responsible for the acts and omissions of its officers, employees, contractors, consultants, and agents.

7. OPERATION; MAINTENANCE; REGULATORY COMPLIANCE

7.1 **Sole County Responsibility**. The County shall be responsible for the design, procurement, permitting, construction, operation, maintenance, monitoring, repair, replacement, and long-term performance of the Project and of all individual DWTS systems funded or partially funded under this Agreement. All DWTS units, infrastructure, or system components installed through the Project shall be owned, operated, and maintained by the County or by such other lawful entity as the County designates, and in no event shall ownership transfer to the Authority.

7.2 **No Authority Operational Responsibility**. The Authority's sole role under this Agreement is to provide funding under the terms set forth herein. Nothing in this Agreement shall be construed to impose upon the Authority any responsibility for ownership, operation, inspection, maintenance, replacement, or regulatory compliance of any DWTS system or related infrastructure.

7.3 **Regulatory Compliance**. The County shall ensure compliance with all applicable federal, state, regional, and local laws, rules, permits, and regulations governing wastewater treatment, OSTDS replacement, environmental permitting, public construction, and public expenditures. The County shall ensure that all activities involving onsite sewage treatment and disposal systems or distributed wastewater treatment systems comply with applicable permitting and regulatory requirements of the Florida Department of Environmental Protection, the Florida Department of Health, and any applicable water management district.

7.4 **BMAP and Water Quality Compliance**. The County shall administer the Project in a manner consistent with applicable BMAP implementation requirements under Section 403.067,

Florida Statutes and related Florida law governing nutrient-reducing onsite sewage treatment and disposal system projects.

8. RECORDS; AUDIT; PUBLIC RECORDS

8.1 **Recordkeeping**. The County shall maintain all books, records, documents, and supporting materials directly pertinent to the performance of this Agreement in accordance with generally accepted accounting principles and applicable public record retention requirements.

8.2 **Retention**. Such records shall be retained for not less than five (5) years after final payment under this Agreement, or longer if required by law, audit, litigation hold, grant condition, or other funding-source requirement.

8.3 **Audit Rights**. The Authority, the State of Florida, the Auditor General, and their duly authorized representatives shall have the right to inspect, examine, audit, and copy such records during normal business hours during the term of this Agreement and the applicable retention period.

8.4 **Public Records Compliance**. The County shall fully comply with Chapter 119, Florida Statutes, and Article I, section 24 of the Florida Constitution. If the County contracts with a third party to perform services under this Agreement, the County shall include in such contract all public-records provisions required by Section 119.0701, Florida Statutes. Any contractor performing services on behalf of the County relating to the Project shall comply with Section 119.0701, Florida Statutes, including the requirement to:

(a) Keep and maintain public records required by the County to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records.

(c) Ensure that public records that are exempt or confidential remain exempt or confidential.

(d) Meet all requirements for retaining public records and transfer such records to the County at the completion of the contract.

8.5 **Requests Relating to County-Held Records**. If the Authority receives a public records request pertaining to records maintained by the County concerning the Project, the Authority may forward the request to the County for direct response or coordination; provided, however, nothing herein relieves either public agency of its independent obligations under Chapter 119, Florida Statutes.

9. TERMINATION; REPAYMENT

9.1 **Termination for Cause**. The Authority may terminate this Agreement, in whole or in part, for cause if the County:

(a) fails to fulfill any material obligation under this Agreement;

(b) fails to comply with applicable law or grant conditions;

(c) misuses, misapplies, or fails to account for Grant Funds;

(d) fails to maintain required documentation; or

(e) materially deviates from the Scope of Approved Work without approval.

Before termination for cause, the Authority shall provide thirty (30) calendar days' written notice specifying the deficiency and providing the County an opportunity to cure.

9.2 **Termination for Convenience**. Either Party may terminate this Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice.

9.3 **Effect of Termination**. Upon termination, the County shall cease obligating or expending Grant Funds except as necessary to wind down lawful obligations already incurred for Eligible Costs, unless otherwise directed in writing by the Authority. The County shall provide a final accounting of Grant Funds and shall return any unexpended or improperly expended Grant Funds in accordance with this Agreement.

9.4 **Repayment of Disallowed Costs**. If an audit or review determines that Grant Funds were paid for ineligible, unsupported, duplicated, or disallowed costs, the County shall repay such amounts within thirty (30) calendar days after written demand, unless timely contested in good faith.

9.5 **Survival**. The County's obligations regarding record retention, audit access, public records, and repayment shall survive termination or expiration of this Agreement.

9.6 **Force Majeure**. Neither Party shall be deemed in default if performance of its obligations under this Agreement is delayed or prevented by events beyond its reasonable control, including acts of God, natural disasters, war, civil disturbance, governmental orders, labor disputes, or other unforeseeable events; provided that the affected Party promptly notifies the other Party and resumes performance as soon as is practicable.

10. LEGAL PROVISIONS

10.1 **Sovereign Immunity**. Nothing in this Agreement shall be deemed or construed as a waiver of sovereign immunity by either Party. Each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents only to the extent provided in Section 768.28, Florida Statutes. This Agreement shall not be construed to require either Party to indemnify, defend, insure, or hold harmless the other Party for the other Party's own acts or omissions except to the extent expressly authorized by Florida law.

10.2 **Separate Governmental Capacity**. The County is, and shall remain, an independent governmental entity in relation to the Authority. Nothing herein shall be construed to create a partnership, joint venture, fiduciary relationship, agency relationship, or third-party-beneficiary right.

10.3 **Insurance**. The County shall maintain workers' compensation coverage as required by Chapter 440, Florida Statutes, and such liability or self-insurance coverage as is customary and lawful for a Florida county. Contractors and subcontractors engaged by the County shall maintain insurance as required by law and contract.

10.4 **Nondiscrimination**. The County shall not discriminate on the basis of race, creed, color, national origin, age, sex, disability, or other protected status in the performance of this Agreement and shall comply with applicable law, including Section 287.134, Florida Statutes, regarding the discriminatory vendor list.

10.5 **E-Verify**. The County shall comply with Section 448.095, Florida Statutes, and shall require applicable contractors and subcontractors to comply as required by law.

10.6 **Ethics and Conflicts**. The Parties and their respective officers, employees, and agents shall comply with applicable ethics and conflict of interest laws, including Chapter 112, Part III, Florida Statutes.

10.7 **Dispute Resolution**. The Parties shall first attempt informal resolution of any dispute through their designated representatives. If such efforts fail, the Parties shall proceed under Chapter 164, Florida Statutes, to the extent applicable to disputes between governmental entities, before initiating litigation.

10.8 **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall lie exclusively in the Circuit Court in and for Lake County, Florida.

10.9 **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the Parties hereto and shall not be construed to create any rights in any third party.

10.10 **Severability**. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.11 **Non-Waiver**. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

10.12 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and representations concerning the same. There are no attachments incorporated into this Agreement unless later expressly added by written amendment executed by both Parties.

11. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed properly given upon personal delivery, confirmed overnight delivery, or three (3) business days after deposit in the United States Mail, first-class postage prepaid, addressed as follows:

To the Authority:
Lake County Water Authority
Attn: Grant Manager
27351 State Road 19
Tavares, Florida 32778

To the County:
Lake County, Florida
Attn: County Manager
315 West Main Street
Post Office Box 7800
Tavares, Florida 32778

With a copy to:

Lake County Attorney
315 West Main Street
Post Office Box 7800
Tavares, Florida 32778

Either Party may change its notice address by written notice in accordance with this section.

12. EXECUTION; COUNTERPARTS; EFFECTIVENESS

12.1 **Execution**. This Agreement shall be executed by duly authorized representatives of the Authority and the County. Each Party represents and warrants that the individuals signing this Agreement have full legal power and authority to bind their respective governmental entities.

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

12.3 **Headings**. The section and article headings contained in this Agreement are for organizational convenience only and shall not be deemed to control, limit, expand, or otherwise affect the meaning or interpretation of any provision of this Agreement.

12.4 **Effectiveness**. This Agreement shall not become effective until:

(a) it has been executed by authorized representatives of both Parties; and

(b) it has been filed with the Clerk of the Circuit Court of Lake County, Florida, pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates set forth below.

LCWA

LAKE COUNTY WATER AUTHORITY

Robert Hendrick, Chairman
This 25 day of March, 2026.

ATTEST:

Gary J. Cooney, Clerk
Lake County Water Authority

Approved as to form and legality:

Jimmy D. Crawford
Lake County Water Authority Attorney

COUNTY

LAKE COUNTY, FLORIDA, through its **BOARD OF COUNTY COMMISSIONERS**

_____
Leslie Campione, Chairman

This ____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh
Lake County Attorney

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING THE MSTU – STORMWATER FUND IN ORDER TO RECEIVE UNANTICIPATED REVENUE FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF $1,000,000 AND PROVIDE APPROPRIATIONS FOR THE DISBURSEMENT OF THESE FUNDS.

WHEREAS, Chapter 129, Florida Statutes, Section 129.06 (2) (d) authorizes the appropriation and expenditure of unanticipated revenue through an amendment to the Budget by adoption of a Resolution; and

WHEREAS, the Board of County Commissioners of Lake County has received $1,000,000 in unanticipated revenue to be received into the MSTU-Stormwater 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 MSTU - Stormwater 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 1230 – MSTU – Stormwater Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1230.5055600.337900.50089	OTHER GRANTS	$0	$1,000,000	$1,000,000

EXPENDITURE (Fund 1230 – MSTU - Stormwater Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1230.5055600.860630.50089	IMP OTH THAN BLDGS	$0	$1,000,000	$1,000,000

Section 2. Effective Date. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

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

DATE: 05/20/2026 **MEETING DATE:** 6/9/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42988
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. d/b/a Topline Recreation Inc. (Deltona, FL) for the one-time purchase of a replacement playground at North Lake Regional Park for the Office of Parks & Trails; and
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 (RFP) 26-420 for the one-time purchase of playground equipment at North Lake Regional Park (NLRP). The RFP asked vendors to provide the most playground equipment for the not-to-exceed budgeted amount of $175,000.

The NLRP playground equipment is over 20 years old and has reached the end of its service life, with repairs no longer feasible. Staff is recommending equipment replacement, serving as the first phase of planned NLRP playground improvements.

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, offers the best return on investment, and has all equipment made in the U.S.A. Based on the County's proposal request and interests, the SC recommended and Staff agreed to recommend to award a contract to the highest ranked responsive and responsible vendor, Florida Recreational Products, LLC. d/b/a Topline Recreation Inc.

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.	26-420 Bid Tabulation
2.	26-420 Selection Committee Meeting
3.	Contract 26-420

STAFF APPROVALS AND DATES:

Sandra Rogers	Created/Initiated - 05/20/2026
Ron Falanga	Approved - 05/20/2026
Grace Burgos	Approved - 05/20/2026
Lindsaia Johansmeyer	Approved - 05/20/2026
Angela Harrold	Approved - 05/21/2026
Roberto Bonilla	Approved - 05/21/2026
Kerri Andrews	Approved - 05/21/2026
Alexis Clark	Approved - 05/21/2026
Kandace Pourbaix	Approved - 05/21/2026
Miranda Lanoue	Approved - 05/21/2026
Jaime Stewart	Approved - 05/21/2026
Melanie Marsh	Approved - 05/27/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

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, Deltona, 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 (Deltona, 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 (Deltona, 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 Mateo -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

3D Designer: Kendra

PROPOSAL #: 170-214123-1

NORTH LAKE REGIONAL PARK

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Florida Recreational Products

3D Designer: Kendra

Burke
PLAY THAT MOVES YOU.
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NORTH LAKE REGIONAL PARK

PROPOSAL #: 170-214123-1



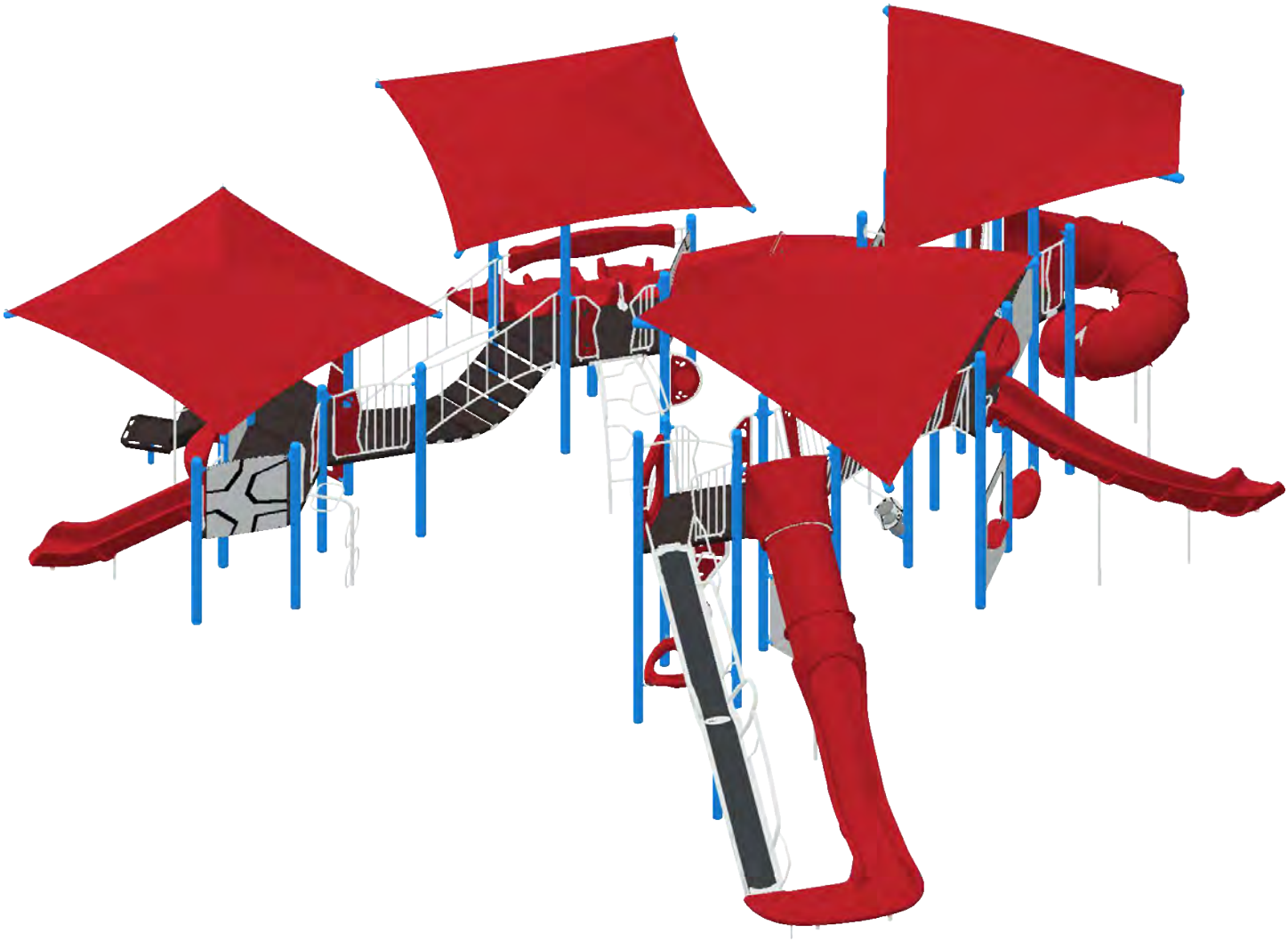
Florida Recreational Products

3D Designer: Kendra

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

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.

40730 Roger Giles Rd | Umatilla, FL 32784-7959

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.

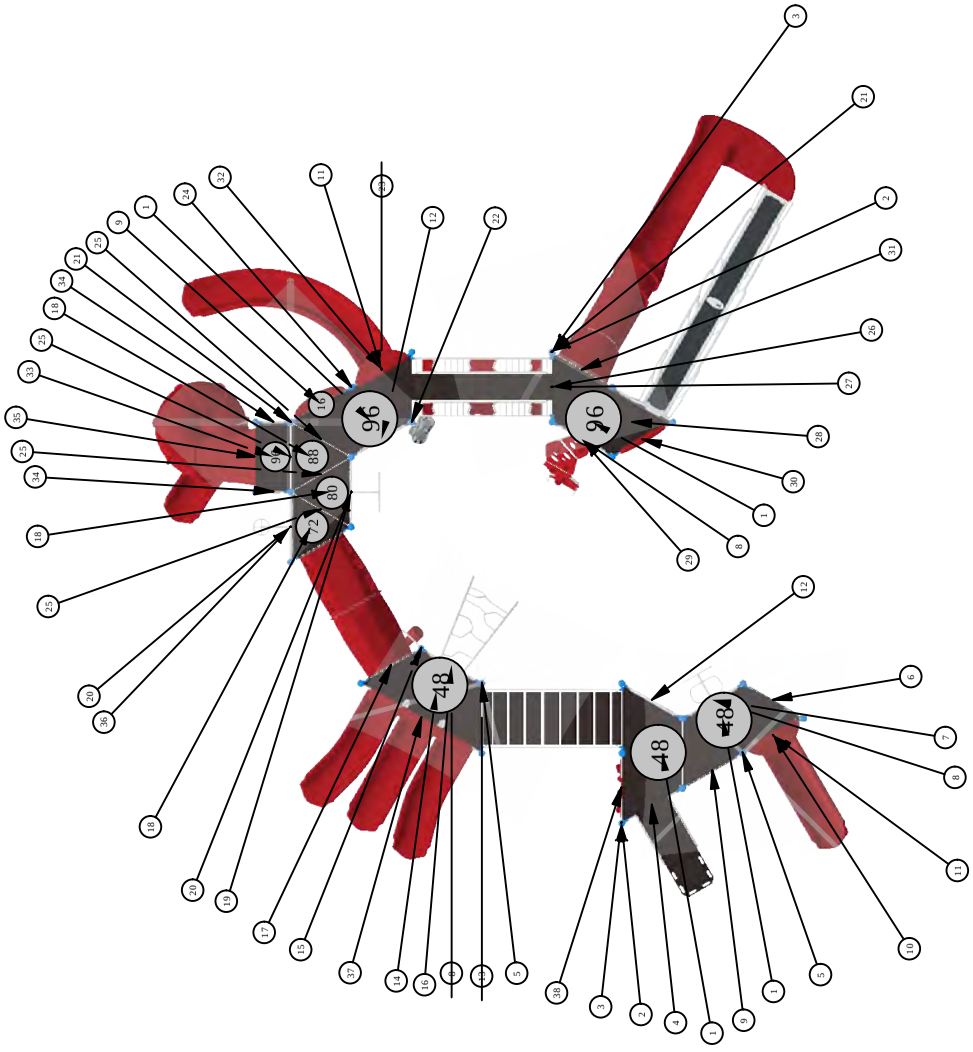
PLAYGROUND ACCESSIBILITY (Provided/Required)

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

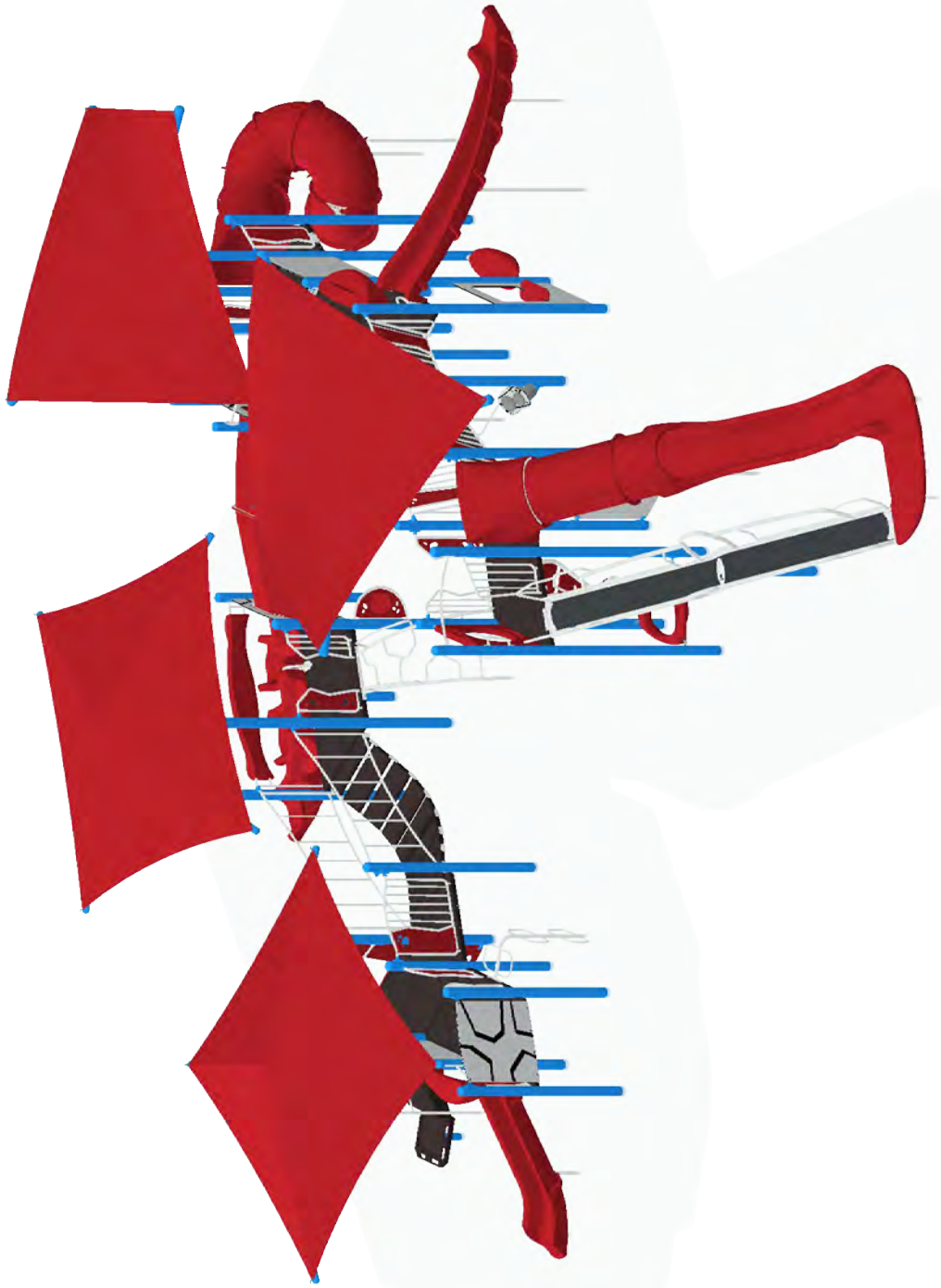
Playground Equipment - North Lake R
Umatilla, FL 32784-7959

Burke
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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

03/04/2026

Florida Recreational Products LLC

170-214123-1

Designer: Payton Jens

COLORS THAT MOVE YOU

POWDER COAT PAINT



PLATFORMS



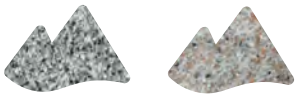
SOLIS HUE TOPPERS



TRADITIONAL SERIES SITE AMENITIES



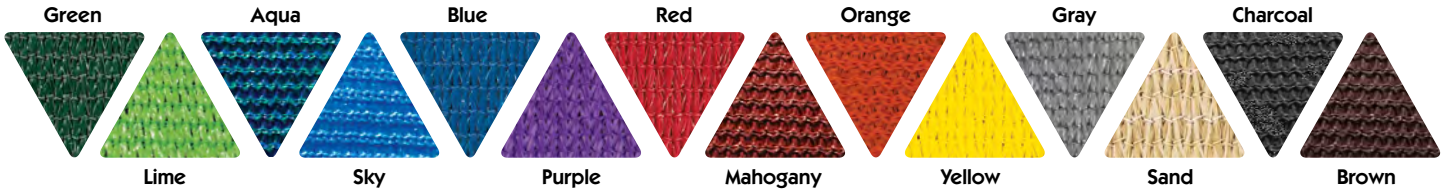
ROCKIT CLIMBERS



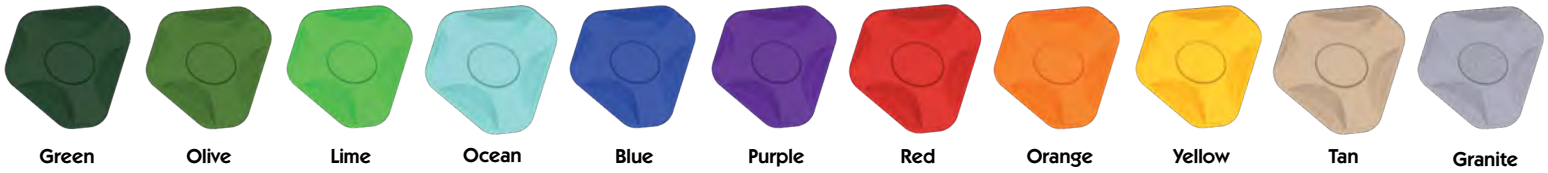
HDPE PLASTIC PANELS



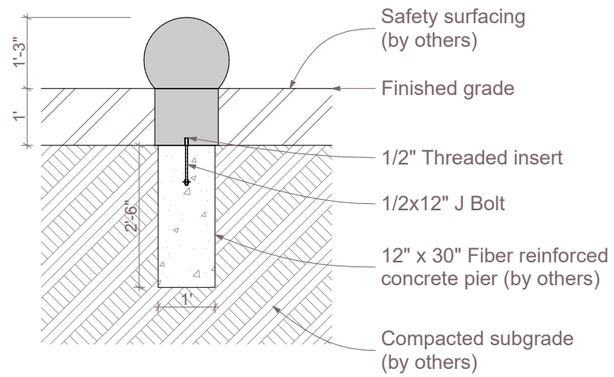
SHADE CANOPIES



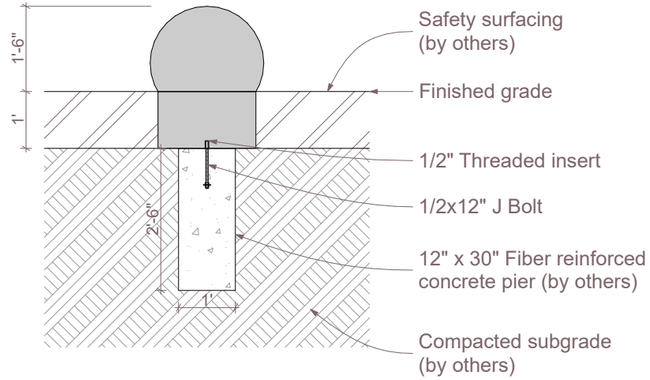
ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!



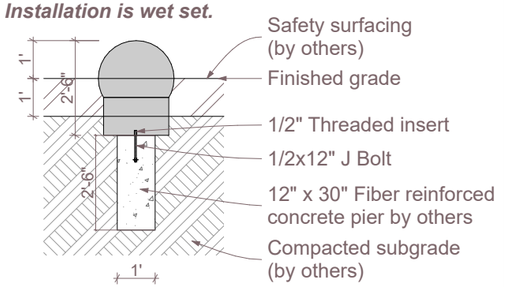
Baseball Stepper MED
SC184-2



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.

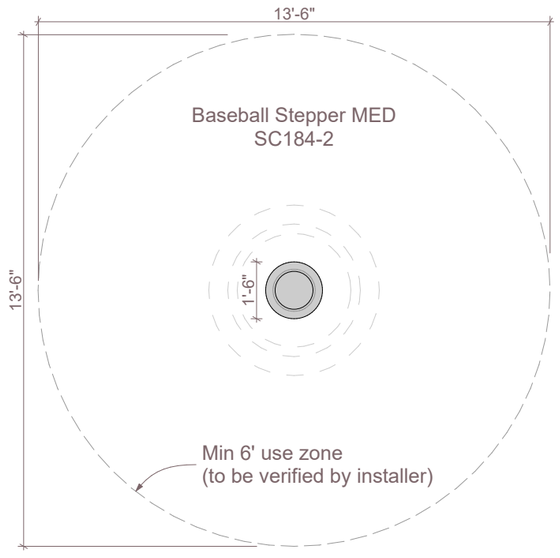


1 Section
SCALE: 3/8" = 1'-0"

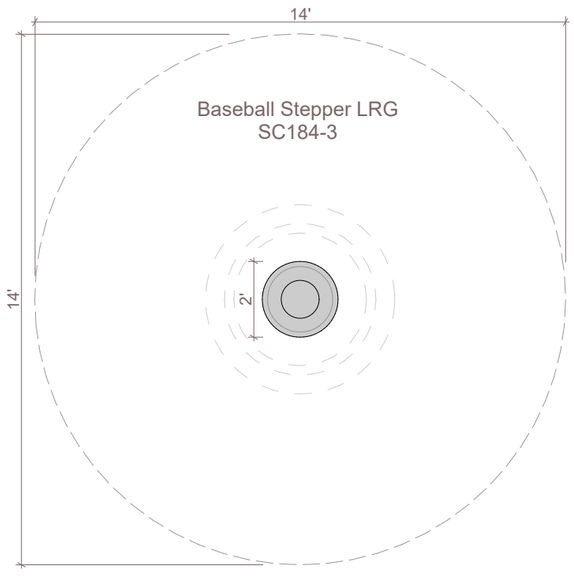
0 2' 4' 6'

2 Detail
SCALE: 1/4" = 1'-0"

0 2' 4' 8'



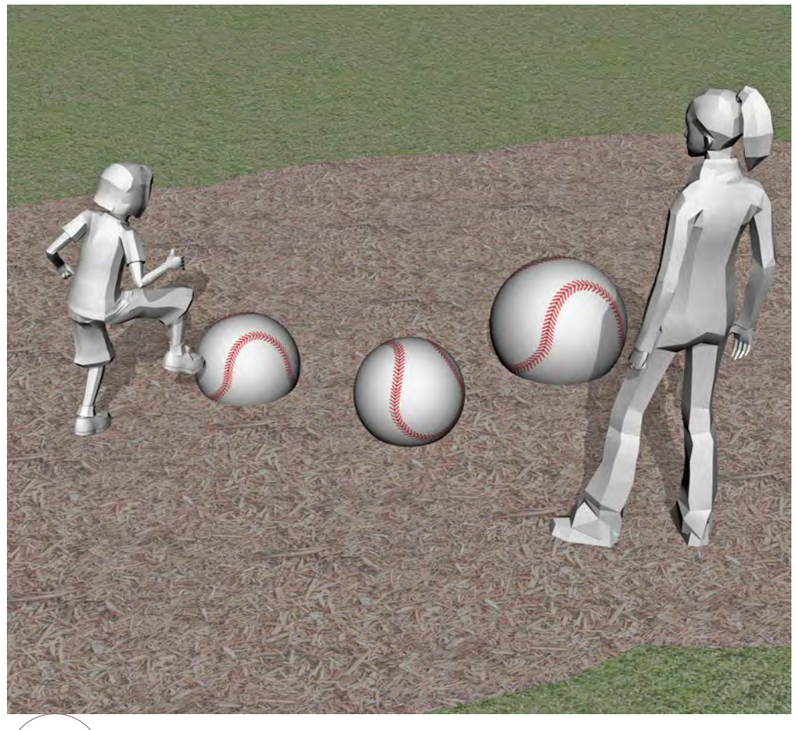
Use zones
(to be verified by installer)



+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: 05/12/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Anthony Ellis, Financial Coordinator
SUBJECT: Deep Injection Well Presentation

MEETING DATE: 6/9/2026
ITEM TYPE: Presentation
ITEM ID: 42972

RECOMMENDATION/REQUIRED ACTION:
Presentation by David Salinas, Office of Solid Waste Director, and discussion on deep injection wells. There is no fiscal impact.

BACKGROUND SUMMARY: During the April 28, 2026, Board of County Commissioners meeting, staff was directed to prepare information on a proposed deep injection well at the Heart of Florida Landfill (HOF), located in Sumter County.

Currently, the HOF Landfill is permitted for a Class V well by the Florida Department of Environmental Protection (FDEP) to test the feasibility of obtaining a permit for a Class I deep injection well to dispose of landfill leachate. Class I wells are used to dispose of liquid waste by injecting it underground.

In Florida, these systems are regulated by the FDEP under the Underground Injection Control (UIC) program, which establishes standards to protect underground sources of drinking water. Such projects are subject to comprehensive technical reviews and permitting prior to approval and operation.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:
Attachments:

1.	FDEP permit for Heart of FL Exploratory Deep Well

STAFF APPROVALS AND DATES:

Anthony Ellis	Created/Initiated - 05/12/2026
David Salinas	Approved - 05/20/2026
Kerri Andrews	Approved - 05/20/2026
Karen Maxwell	Approved - 05/20/2026
Cari Christian	Approved - 05/27/2026
Miranda Lanoue	Approved - 05/27/2026
Jaime Stewart	Approved - 05/27/2026
Melanie Marsh	Approved - 05/28/2026
Jennifer Barker	Approved - 05/29/2026

Marisol Saldana Final Approval - 05/29/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Sent Via Electronic Mail

March 17, 2025

In the Matter of an Application for Permit by:

Brett O'Connor, P.E.
Region Engineering Manager
A.C.M.S., Inc.
1780 Hughes Landing Blvd., Suite 800
The Woodlands, Texas 77381
BrettO@WasteConnections.com

UIC Permit: 0450206-001-UC/5EX
WACS Facility ID: 108384
County: Sumter
Class V Injection Well System, IW-1
Exploratory Permit
A.C.M.S., Inc. Heart of Florida Landfill

Notice of Permit

Enclosed is permit number 0450206-001-UC/5EX for a Class V injection well system.

Any party to this Order (permit) has the right to seek judicial review of the permit pursuant to Section 120.68, Florida Statutes, (F.S.), by the filing of a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, Agency_Clerk@FloridaDEP.gov; and by filing a copy of the Notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this Notice is filed with the Clerk of the Department.

Executing and Clerking:
Executed in Tallahassee, Florida.
State of Florida Department of Environmental Protection

Richard Lobinske

Richard Lobinske, Ph.D.
Environmental Administrator
Aquifer Protection Program
Division of Water Resource Management

Certificate of Service

The undersigned duly designated clerk hereby certifies that this **Notice of Permit** and all copies were sent on the filing date March 17, 2025, to the following listed persons:

Richard Lobinske, DEP/TLH, Richard.Lobinske@FloridaDEP.gov
Annette Solveigh, DEP/TLH, Annette.Solveigh@FloridaDEP.gov
Jeremy Hart, DEP/TLH, Jeremy.R.Hart@FloridaDEP.gov
Edith Chuy, DEP/TLH, Edith.Chuy@FloridaDEP.gov
Cheryl Greenwell, DEP/TLH, Cheryl.Greenwell@FloridaDEP.gov
Alex Courneya, DEP/CD, Alex.Courneya@FloridaDEP.gov
Lu Burson, DEP/CD, Lu.Burson@FloridaDEP.gov
Jasom M. Gorrie, PE, JMG Engineering, Inc., Jason@JMG-Eng.com
Michael Weatherby, PG, Hydrogeo Consulting, MWeatherby@HydrogeoFL.com
Jason Meadows, USEPA/ATL, Meadows.JasonB@EPA.gov

Filing and Acknowledgment

Filed, on this date, pursuant to Section.120.52, Florida Statutes, (F.S.), with the designated Department Clerk, receipt of which is hereby acknowledged.

Dandra Carpenter Digitally signed by Dandra Carpenter Date: 2025.03.17 10:31:03 -04'00'
Clerk

03/17/2025
Date

Florida Department of
Environmental Protection
Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Underground Injection Control
Class V, Group 9, Exploratory Permit

Permittee

Brett O'Connor, P.E., Region Engineering Manager
A.C.M.S., Inc.
1780 Hughes Landing Blvd., Suite 800
The Woodlands, Texas 77381
BrettO@WasteConnections.com

Permit/Certification

UIC Permit Numbe	0450206-001-UC/5EX
WACS Facility ID:	108384
Date of Issuance:	March 17, 2025
Date of Expiration:	March 17, 2030
Permit Processor:	Jeremy Hart

Facility

A.C.M.S., Inc. Heart of Florida Landfill
1032 County Road 529A
Lake Panasoffkee, Florida 33538

Location

County:	Sumter
Latitude:	28°44'1.18" N
Longitude:	82°5'20.35' W

Project: Exploratory Well System IW-1

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and the rules adopted thereunder, particularly Chapter 62-528, Florida Administrative Code (F.A.C.). The above-named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Environmental Protection (Department) and made a part hereof and specifically described as follows.

To construct one Class V, Group 9 exploratory well (IW-1) and associated monitor well (SZMW-1) for the leachate generated at the ACMS, Inc. Heart of Florida Landfill. Drilling of IW-1 will investigate the nature of the site geology and hydrogeology to determine the feasibility of deep well disposal of non-hazardous industrial wastewater produced from the Heart of Florida Landfill. The exploratory well permit does not allow injection into the well or disposal of wastewater. A future Class I injection well application for construction and testing is required before injection and operational testing after the exploratory phase. The IW-1 construction will be to Class I injection well standards and will consist of a final 16-inch diameter steel casing anticipated to be set to 2,700 feet below land surface (bls) and a 6.71-inch diameter fiberglass-reinforced plastic tubing set to 2,700 feet bls with a cemented annulus, and total depth of 3,200 feet bls. The proposed single-zone monitor well SZMW-1 will be completed in the Lower Floridan aquifer from 1,900 to 2,000 feet bls.

In Accordance With: The Application to Construct DEP Form No. 62-528.900(1) received 6/20/2024, and response to the Department's request for additional information dated 8/15/2024.

Location: A.C.M.S., Inc. Heart of Florida Landfill, 1032 County Road 529A, Lake Panasoffkee, Florida 33538, in Sumter county.

The exploratory and monitor wells, as designated below by well name and Water Assurance Compliance System (WACS) Testsite identification (ID), and construction details at this facility, are as follows:

Table 1
Exploratory Well

Well Name	WACS Testsite ID	Well Depth (Feet bls)	Casing Size[1] (Inches)	Casing Thickness (Inches)	Casing or Tubing Type	Casing Depth or Interval (Feet bls)
IW-1	14269	3,200	36	0.375	Steel	1,400
			26	0.375	Steel	2,050
			16	0.5	Steel	2,700
			6.71	0.25	FRP[2]	2,700
					Open Hole	2,700 – 3,200

Injection Well Notes: [1]All sizes in outside diameter. To be constructed with new, unused steel with a cemented annulus and [2] fiberglass reinforced plastic. Casing sizes are nominal.

Table 2
Monitor Wells

Well Name	WACS Testsite ID	Monitor Zone	Casing Size[1] (Inches)	Casing Thickness (Inches)	Casing Type	Casing Depth (Feet bls)	Monitoring Depth (Feet bls)
SZMW-1	31784		16	0.5	Steel	1,400	
			5.87	0.22	FRP[1]	1,900	
		Upper Zone					*1,900 – 2,000

Monitor Well Notes: [1]All sizes in outside diameter. To be constructed with new, unused steel and [2] fiberglass reinforced plastic. Sizes are nominal. *To be installed at the base of the lower-most USDW as defined by information collected from both the IW-1 and SZMW-1 data collection.

Subject To: Specific Conditions I-VI and General Conditions 1-24.

Specific Conditions

I. General Requirements

1. This permit is for A.C.M.S., Inc. to construct exploratory well IW-1 with a final 16-inch diameter steel casing anticipated to be set to 2,700 feet below land surface (bls) and a 6.71-inch diameter fiberglass reinforced plastic tubing set to 2,700 feet bls with a cemented annulus, and total depth of 3,200 feet bls. The proposed single-zone monitor well SZMW-1 will be completed in the Lower Floridan aquifer

from 1,900 to 2,000 feet bls. The exploratory well permit does not allow injection of wastewater into the wells. This permit does not authorize the construction or operational testing of any other well or wells. *[62-528.440(2)(a), F.A.C.]*

2. In the event a well must be plugged or abandoned, the permittee shall obtain a permit from the Department as required by Chapter 62-528, Florida Administrative Code. When no longer used for their intended purpose, these wells shall be properly plugged and abandoned. Within 180 days of well abandonment, the permittee shall submit to the Department the proposed plugging method, pursuant to Rule 62-528.460, F.A.C. *[62-528.435(6) and 62-528.460(1), F.A.C.]*

II. Site Requirements

1. A drilling pad shall be provided to collect spillage of contaminants and to support the heaviest load that will be encountered during drilling. *[62-528.410(9)(b), F.A.C.]*
2. No drilling operations shall begin without an approved disposal site for drilling fluids, cuttings, or waste. It shall be the permittee's responsibility to obtain the necessary approval(s) for disposal prior to the start of construction. A detailed disposal plan shall be submitted to the Department prior to the commencement of drilling activities for the exploratory and monitor well. *[62-528.410(9)(a), F.A.C.]*
3. Specific drilling pad dimensions and design drawings for Department record shall be provided prior to commencing construction and shortly after selection of the drilling contractor. *[62-528.410(9)(b), F.A.C.]*
4. The water table monitor wells surrounding the well pads shall be sampled and analyzed prior to drilling the exploratory and monitor wells and then weekly thereafter. Sampling shall include specific conductance (µmhos/cm), pH (standard units), chloride (mg/L), temperature (C), and water level (feet or PSI). *[62-528.410(9)(b), F.A.C.]*
5. Hurricane Preparedness – Upon the issuance of a "Hurricane Watch" by the National Weather Service, the preparations to be made include but are not necessarily limited to the following:
   a. Secure all on-site salt and stockpiled additive materials to prevent surface and/or groundwater contamination.
   b. Properly secure drilling equipment and rig(s) to prevent damage to well(s) and on-site treatment process equipment.

   [62-528.307(1)(f), F.A.C.]

III. Construction and Testing Requirements

A. General

1. Any construction, modification, repair, or abandonment of a well shall be performed by a Florida licensed water well contractor, licensed under Chapter

62-532, F.A.C., to engage in the business of construction, modification, repair, or abandonment of a well. *[62-532.200, F.A.C.]*

2. Well construction shall follow the requirements of Rule 62-532.500 for Water Well Construction Standards. *[62-532.500, F.A.C.]*
3. The measurement points for drilling and logging operations shall be surveyed and referenced to the North American Vertical Datum of 1988 (NAVD 88) prior to the onset of drilling activities for the exploratory and monitor wells. *[62-160.240(3)(b)3., F.A.C.]*
4. Blow-out preventers or comparable flow control devices shall be installed on the exploratory and monitor wells prior to penetration of the Floridan aquifer system. *[62-528.410(9)(c), F.A.C.]*
5. The Department shall be notified 7 days prior to the mobilization of drilling operations to the site. *[62-528.430(1), F.A.C.]*
6. Waters spilled during construction or testing of the exploratory well system shall be contained and properly disposed. *[62-528.307(1)(e) and (f), and 62-528.410(9)(b), F.A.C.]*
7. If additives that were not approved in the permit application are used during grouting, for lost circulation, or for any other reason, information on their properties shall be submitted to the Department prior to their use for review and approval. *[62-528.410(5)(c), F.A.C.]*
8. No more than 6% bentonite gel shall be used to cement any casing or tubing unless advance approval is received from the Department due to conditions found during the drilling and logging of the well. *[62-528.410(5)(f) and 62-528.420(5)(c), F.A.C.]*

B. Evaluation and Testing

1. The construction, geophysical logging, and packer testing programs shall be implemented in accordance with this permit and as proposed in the following submittals:
   - HydroGeo Consulting, LLC and JMG Engineering, Inc., "Florida Department of Environmental Protection Class V, Group 9, Exploratory Well Construction Permit Application on behalf of Heart of Florida Environmental dated June 13, 2024. Application was received June 20, 2024.
   - Consulting, LLC and JMG Engineering, Inc."Request for Additional Information (RAI) No. 1 Response" received on August 15, 2024.

   [62.528.307(1)(b), F.A.C.]
2. Exact depths of casing seats and monitor intervals shall be determined based on field conditions and the results obtained during the construction and testing

program and are subject to the conditions of this permit. The exploratory well will be constructed first followed by the monitor well. *[62-528.410(4)(c), F.A.C.]*

3. Interval or packer tests shall be conducted in both exploratory and monitor wells to identify confinement and the base of the USDW.
   a. The program shall include the number of interval or packer tests identified in the permit application, at intervals which are to be field determined.
   b. At least one interval or packer test shall be conducted in each proposed monitoring interval.
   c. Interval or packer tests shall be conducted in the anticipated confining intervals, from the lowermost zone of the USDW to the top of the potential injection zone. Results from the interval or packer tests will contribute to the demonstration of confinement. To the extent feasible, the interval or packer tests shall be performed over intervals that are sufficiently narrow so as not to include high hydraulic conductivity beds.
   d. Water samples shall be collected from each interval or packer test, and analyzed for total dissolved solids (TDS), chlorides, specific conductance, ammonia, total Kjeldahl nitrogen, and sulfate.

   [62-528.405(1)(a) and (2)(a), and 62-528.420(6)(f), F.A.C.]

4. Department approval is required prior to the following stages of construction and testing:

   Exploratory Wells:
   a. Intermediate (26-inch) casing seat in exploratory well
   b. Final (16-inch) casing seat in exploratory well
   c. Final seat for tubing and packer in exploratory well
   d. Intermediate (16-inch) casing seat in monitor well
   e. Final (5.87-inch O.D.) casing seat in monitor well
   f. Monitoring zone selection

   [62-528.410(4)(c) and 62-528.420(4)(c), F.A.C.]

5. The depth of the USDW and the background water quality of the monitor zones shall be determined during drilling and testing using the following information:
   a. Water samples from packer test data with analysis and interpretation.
   b. Geophysical logging upon reaching the total depth of the appropriate pilot hole interval including the following logs at a minimum: caliper, gamma ray, dual induction, and borehole compensated sonic. Other logs as identified in the permit application documents shall be run.

   [62-528.405(1)(a) and 62-528.405(3)(b), F.A.C.]

6. The lower monitoring interval shall be positioned in a zone below the base of the USDW that can produce adequate water for collection of representative groundwater samples. The purpose of the lower monitor zone is to verify the effectiveness of the confining unit and external mechanical integrity of the

exploratory well. This zone shall be placed far enough below the base of the USDW to function as an early warning for fluid movement. *[62-528.425(1)(g)4., F.A.C.]*

7. The data and analysis supporting the selection of the monitoring intervals shall be submitted to the Department after the collection, interpretation, and analysis of all pertinent cores, geophysical logs, packer tests and analysis of fluid samples. The Department shall approve the final selection of the specific upper and lower monitoring intervals prior to monitor well completion. *[62-528.420(4)(c), F.A.C.]*

8. To identify the upper and lower monitoring zones, the following information from the potential injection and monitor wells and all available on-site sources of data shall be analyzed, interpreted and submitted for Department review and approval:
   a. Borehole televiewer or downhole television survey.
   b. The characteristics of the transition zone (especially regarding TDS) in the vicinity of the base of the USDW.
   c. Packer test data including water quality (TDS, chlorides, sulfate, specific conductance, ammonia, and total Kjeldahl nitrogen, at a minimum).
   d. The specific capacity of the proposed upper and lower monitoring zones based on packer testing results.
   e. The identification of the base of the USDW.

   [62-528.420(4)(c), F.A.C.]

9. Confinement shall be demonstrated using at a minimum, directly measured lithologic properties, geophysical evidence, and tests performed while pumping the formation. *[62-528.405(2)(c), F.A.C.]*

10. Test results pertaining to formation testing shall include and/or specifically reference the following informational and quality control items:
    a. Information that documents the calibration of tools, including field checks prior to testing.
    b. The conditioning/development of the borehole prior to logging, including the techniques used and the time periods in which they were applied, and
    c. Pertaining to packer/pump testing - recording the pumping rate regularly throughout the test to account for possible variations in the pumping rate, and providing information regarding the detection of packer leaks, if any, during testing.

    [62-528.405(2) and (3), F.A.C.]

11. Representative samples of circulation fluid shall be collected when drilling with water, air, or reverse air during the drilling of the pilot holes of exploratory and monitor wells. Representative samples of circulation fluid shall be collected at a minimum of every 90 feet during drilling. The circulation fluid samples shall be

analyzed for chloride and specific conductance at a minimum. *[62-528.405(1)(a), 62-528.420(6)(g), F.A.C.]*

12. If effluent is encountered or suspected during pilot hole drilling and testing, the Department shall be notified immediately by telephone and in writing and immediate appropriate precautionary measures shall be taken to prevent any upward fluid movement. *[62-528.440(2)(d), F.A.C.]*

C. Mechanical Integrity

1. Mechanical Integrity:
   a. Injection is prohibited until the permittee affirmatively demonstrates that the well has mechanical integrity, and a construction permit has been issued for a Class I injection well. Note that under this Class V exploratory well permit, injection of wastewater is not allowed even after demonstrating mechanical integrity.
   b. If the Department determines that the exploratory well lacks mechanical integrity, written notice shall be given to the permittee.

   [62-528.307(2)(f), F.A.C.]
2. Mechanical integrity of each potential injection well shall be determined pursuant to Rules 62-528.300(6)(b) and (c), F.A.C. For wells with a fluid-filled casing/tubing annulus, this includes both continuous annular monitoring and a pressure test of the casing/tubing annulus every 5 years. *[62-528.300(6)(b) and (c), F.A.C.]*
3. Verification of pressure gauge calibration must be provided to the Department representative at the time of the test and in the certified test report. *[62-528.300(6)(f), F.A.C.]*
4. The Department's Central District office must be notified a minimum of seven (7) calendar days prior to all testing for mechanical integrity on the exploratory well. Any change in the approved testing procedure must be approved by the Department before testing begins. All testing must be initiated during daylight hours, Monday through Friday other than State Holidays, unless approval has been given by the Department. An evaluation of test results must be submitted with all test data. *[62-528.300(6)(f), F.A.C.]*

D. Surface Equipment

1. The integrity of the monitoring zone sampling systems shall be maintained at all times. Sampling lines shall be clearly and unambiguously identified by monitoring zone at the point at which samples are drawn. All reasonable and prudent precautions shall be taken to ensure that samples are properly identified by monitor well name or zone and that samples obtained are representative of those zones. Sampling lines and equipment shall be kept free of contamination

with independent discharges and no interconnections with any other lines. *[62-528.307(1)(f) and 62-528.307(2)(b), F.A.C.]*

2. The surface equipment and piping for the exploratory and monitor wells shall be kept free of corrosion at all times. *[62-528.307(1)(f) and 62-528.307(2)(b), F.A.C.]*
3. Spillage onto the exploratory or monitor well pads during construction activities, and any waters spilled during mechanical integrity testing, maintenance, testing, or repairs to the system shall be contained on the pads and discharged through an approved method of disposal. *[62-528.307(1)(f) and 62 528.307(2)(b), F.A.C.]*
4. After well construction activities are complete, the exploratory well pads are not, unless specific approval is obtained from the Department, to be used for storage of any material or equipment at any time. *[62 528.307(1)(f) and 62-528.307(2)(b), F.A.C.]*
5. Four surficial aquifer monitor wells, identified as Pad Monitor Wells (PMWs), shall be located near the corners of the pads to be constructed for the exploratory and monitor wells, and shall be identified by number or pad location, i.e. NW, NE, SW, and SE. If located in a traffic area the well head(s) must be protected by traffic bearing enclosure(s) and cover(s). Each cover must lock and be specifically marked to identify the well and its purpose. The PMWs shall be sampled as follows:
   a. During the construction and associated testing phases, the PMWs shall be sampled weekly for chlorides (mg/L), specific conductance (µmhos/cm or µS/cm), field temperature, and water level relative to the North American Vertical Datum of 1988 (NAVD 88). Chlorides and specific conductance may be from field or lab samples.
   b. Initial PMW analyses shall be submitted prior to the onset of drilling activities.
   c. The PMWs shall also be sampled for total dissolved solids (mg/L, laboratory samples) during the first four weeks of PMW sampling and at all times when specifically requested by the Department.
   d. The results of the PMW analyses shall be submitted to the Department in the weekly progress report. The PMWs shall be retained in service throughout the construction phase of the project. Upon completion of construction, the permittee may submit a request to the Department for cessation of sampling followed by capping, or plugging and abandonment of these wells.

[62-528.410(9)(b), F.A.C.]

IV. Quality Assurance/Quality Control

1. The permittee shall ensure that the construction of this exploratory well system shall be as described in the application and supporting documents. Any proposed modifications to the permit, construction procedures, testing procedures,

completion procedures, or any additional work not described in the application or supporting documents shall be submitted in writing to the Aquifer Protection Program (APP) Tallahassee office for review and clearance prior to implementation. Changes of negligible impact to the environment and staff time will be reviewed by the program manager, cleared when appropriate and incorporated into this permit. Changes or modifications other than those described above will require submission of a completed application and appropriate processing fee as per Rule 62-4.050, F.A.C. *[62-4.050, F.A.C.]*

2. All water quality samples required by this permit shall be collected in accordance with the appropriate Department Standard Operation Procedures (SOP), pursuant to Chapter 62-160, F.A.C., Field Procedures. A certified laboratory shall conduct the analytical work, as provided by Chapter 62-160, F.A.C., Laboratory Certification. Department approved test methods shall be utilized, unless otherwise stated in this permit. All calibration procedures for field testing and laboratory equipment shall follow manufacturer's instrumentation manuals and satisfy the requirements of the Department SOPs. A listing of the SOPs pertaining to field and laboratory activities is available at the DEP website at: http://www.dep.state.fl.us/water/sas/sop/sops.htm *[62-4.246, 62-160, F.A.C.]*

3. All reports submitted to satisfy the requirements of this permit shall be signed by a person authorized under Rule 62-528.340(1), F.A.C., or a duly authorized representative of that person under Rule 62-528.340(2), F.A.C. All reports required by this permit which are submitted to the Department shall contain the following certification as required by Rule 62-528.340(4), F.A.C.:

   > I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
   > *[62-528.340(1), (2), and (4), F.A.C.]*

4. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department as being more representative of groundwater conditions. *[62-520.310(5), F.A.C.]*

5. A professional engineer registered pursuant to Chapter 471, F.S., shall be retained throughout the construction period to be responsible for the construction operation and to certify the application, specifications, completion report, and other related

documents. The Department shall be notified immediately of any change of engineer. *[62-528.440(5)(b), F.A.C.]*

6. Continuous on-site supervision by qualified personnel (engineer and/or geologist, as applicable) is required during all testing and geophysical logging operations. *[62-528.440(5)(b), F.A.C.]*

V. Reporting Requirements

1. The drilling and construction schedule, site layout of drilling pad, and pad monitor well locations shall be submitted to the Department during site preparation but prior to drilling operation commencement for the exploratory well system. *[62-528.430(2)(a), F.A.C.]*

2. Weekly progress reports shall be submitted to the APP Tallahassee office and Central District offices throughout the construction period for each well. These reports, which may be submitted by electronic mail, shall be submitted within 48 hours of the end of the period of record and shall include at a minimum the following information:
   a. A cover letter summary of the daily engineer report, driller's log, and a projection for activities in the next reporting period.
   b. Daily engineer's reports and driller's/work logs with detailed descriptions of all drilling progress, cementing, testing, logging, and casing installation activities.
   c. Description of daily footage drilled by diameter of bit, size of hole opener, or reamer being used.
   d. Collection of drilling cuttings every 10 feet and at every formation change.
   e. Description of work during installation and cementing of casing, including amounts of casing and cement used. Details of cementing operations shall include the number of cementing stages, and the following information for each stage of cementing: the volume and type of cement pumped, the theoretical fill depth, and the actual tag depth. From both the physical tag and the geophysical logs, a percent fill shall be calculated. An explanation of any deviation between actual versus theoretical fill shall be provided.
   f. Details of the additions of salt or other materials to suppress well flow, including the date, depth, and amount of material used.
   g. Description of testing accomplished including (but not limited to) pumping and packer tests.
   h. Lithologic logs and core descriptions with cuttings description, formation and depth encountered.
   i. Geophysical logs, video logs, and deviation survey results.
   j. Water quality analyses, including but not limited to the weekly water quality analysis and water levels for the PMWs.
   k. Well development records.
   l. Description of any construction problems that developed during the reporting period and current status.

m. Interpretations included with all test results and logs submitted.
n. Documentation of disposal of drilling fluids, cuttings, formation water, or waste as per specific condition II.2.

[62-528.410(9)(a) and 62-528.430(1), F.A.C.]

3. The final selection of specific potential injection and monitor intervals must be approved by the Department. In order to obtain an approval, the permittee shall submit a written request to the APP Tallahassee office. All casing seat requests for the exploratory and monitor wells shall be accompanied by technical justification. To the extent possible, each casing seat request should address the following items:
   a. Lithologic and geophysical logs with interpretations, as the interpretations relate to the casing seat.
   b. Water quality data (including but not necessarily limited to TDS concentrations).
   c. Identification of confining units, including hydrogeologic data and interpretations.
   d. Identification of monitor zones.
   e. Casing depth evaluation (mechanically secure formation, potential for grout seal).
   f. Lithologic drilling rate and weight on bit data, with interpretations (related to the casing seat).
   g. Identification of the base of the USDW using water quality and geophysical log interpretations.
   h. A certified (PE or PG) evaluation of all logging and test results submitted with test data.
   i. Transmissivity or specific capacity of proposed monitor zone.
   j. Packer test drawdown curves and interpretation.

   [62-528.410(4)(c), 62-528.420(4)(c), F.A.C.]

4. The short-term injection test request shall contain the following justifications:
   a. Cement bond logs and interpretation.
   b. Final downhole television survey with interpretation.
   c. Demonstration of mechanical integrity, which shall include pressure testing results, and temperature logging results (if the injection test is to be after any of these mechanical integrity tests).
   d. Reasonable assurance that adequate confinement exists.
   e. Planned injection testing procedures.
   f. Proposed source water to be used. Wastewater may not be used for the test. An analysis of the proposed water source is required prior to Department approval, according to the table below:

Water Source	Required Analyses
Potable Water	No analysis needed.
Groundwater	Sample the water for: · total dissolved solids (mg/L) · chloride (mg/L) · specific conductance (temperature compensated, µmhos/cm or mS/cm) · total suspended solids (TSS) (mg/L) · nitrogen, ammonia, total as N (mg/L) · nitrogen, total Kjeldahl as N (TKN, mg/L) · nitrogen, nitrate, total as N (mg/L) · sodium (mg/L) · potassium (mg/L) · calcium (mg/L) · magnesium (mg/L) · total iron (mg/L) · bicarbonate (mg/L) · phosphorous, total as P (mg/L) · pH (standard units, s.u.) · sulfate, total as SO_4 (mg/L) · field temperature (°C) · gross alpha (picoCuries per liter [pCi/L]) · combined radium-226 and radium-228 (pCi/L)
Surface Water	As above for groundwater, with the additional constituents: · total coliform (CFU/100ML) · fecal coliform (cfu/100mL) · *Escherichia coli* (cfu/100mL) · Enterococci (cfu/100mL) · turbidity (Nephelometric Turbidity Unit [NTU])

[62-528.405(3)(b), F.A.C.]

5. Upon completion of analysis of cores and sample cuttings recovered during the construction of wells covered by this permit (when no longer needed by the well owner), the permittee shall contact the Geological Sample Acquisition & Management Section of the Florida Geological Survey (FGS) to arrange for the transfer of the cores and cuttings. *[62-528.450(5), F.A.C.]*

6. All cores and cuttings for FGS shall be shipped to the Florida Geological Survey, Geological Sample Acquisition & Management Section, 3915 Commonwealth Boulevard, Tallahassee, Florida 32399. All cores and samples shall clearly identify the site name, well name/number, depths of samples/cores, and the

latitude/longitude location of the well(s) using the form in this permit. *[62-528.450(5), F.A.C.]*

7. A final report of the construction and testing of the exploratory well and monitor wells shall be submitted no later than 120 days after the completion of well construction and testing, pursuant to Rule 62-528.430(1)(e), F.A.C. In addition, a copy of the cover letter for the report shall be sent to the U. S. Environmental Protection Agency, Region 4, UIC program, 61 Forsyth St. SW, Atlanta, Georgia 30303-8909, or R4gwuic@EPA.gov. This report shall include as a minimum, definitions of the potential injection interval, all relevant confining units, all monitor zones, and the depth of the base of the USDW, including all relevant data and interpretations. *[62-528.605(2), F.A.C.]*

VI. Abnormal Events

1. In the event the permittee is temporarily unable to comply with any of the conditions of a permit due to breakdown of equipment, power outages or destruction by hazard of fire, wind, or by other cause, the permittee of the facility shall notify the Central District. *[62-528.415(4)(a), F.A.C.]*

2. Notification shall be made in person, by telephone, or by electronic mail (e-mail) within 24 hours of breakdown or malfunction to the Central District Office. *[62-528.307(1)(x), F.A.C.]*

3. A written report of any noncompliance referenced in Specific Condition Number VI.1. above shall be submitted to the Central District Office and the APP Tallahassee office within five days after its occurrence. The report shall describe the nature and cause of the breakdown or malfunction, the steps being taken or planned to be taken to correct the problem and prevent its reoccurrence, emergency procedures in use pending correction of the problem, and the time when the facility will again be operating in accordance with permit conditions. *[62-528.415(4)(b), F.A.C.]*

4. **Reporting Requirements**

   The permittee shall report to the Department's Central District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: A description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

a. The following shall be included as information which must be reported within 24 hours under this condition:
   1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
   1) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
   2) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
   3) Any unauthorized discharge to surface or groundwaters.

b. Oral reports as required by this subsection shall be provided as follows:
   1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the **State Watch Office Toll Free Number** 800-320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
      a) Name, address, and telephone number of person reporting;
      a) Name, address, and telephone number of permittee or responsible person for the discharge;
      b) Date and time of the discharge and status of discharge (ongoing or ceased);
      c) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
      d) Estimated amount of the discharge;
      e) Location or address of the discharge;
      f) Source and cause of the discharge;
      g) Whether the discharge was contained on-site, and cleanup actions taken to date;
      h) Description of area affected by the discharge, including name of water body affected, if any; and
      i) Other persons or agencies contacted
   1) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Central District office within 24 hours from the time the permittee becomes aware of the circumstances.

c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the

environment, the Department's Central District office shall waive the written report.

[403.077(2)(d), F.S., 62-528.307(1)(e) and 62-528.307(1)(x), F.A.C.]

5. **Pollution Notification**

a. In accordance with subsection 403.077, F.S., in the event of a reportable pollution release, an owner or operator of the installation at which the reportable pollution release occurs must provide to the department information reported to the State Watch Office within the Division of Emergency Management pursuant to any department rule, permit, order, or variance, within 24 hours after the owner's or operator's discovery of such reportable pollution release. The Department's Pollution Notice website is at https://FloridaDEP.gov/pollutionnotice.

a. If multiple parties are subject to the notification requirements based on a single reportable pollution release, a single notification made by one party in accordance with this section constitutes compliance on behalf of all parties subject to the requirement. However, if the notification is not made in accordance with this section, the department may pursue enforcement against all parties subject to the requirement.

b. If, after providing notice pursuant to paragraph (a), the owner or operator of the installation determines that a reportable pollution release did not occur or that an amendment to the notice is warranted, the owner or operator may submit a letter to the department documenting such determination.

c. If, after providing notice pursuant to paragraph (a), the installation owner or operator discovers that a reportable pollution release has migrated outside the property boundaries of the installation, the owner or operator must provide an additional notice to the department that the release has migrated outside the property boundaries within 24 hours after its discovery of the migration outside of the property boundaries.

[403.077(2)(d), F.S., 62-528.307(1)(e) and 62-528.307(1)(x), F.A.C.]

General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to section 403.141, F.S. *[62-528.307(1)(a)]*

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action. *[62-528.307(1)(b), F.A.C.]*

3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit. *[62-528.307(1)(c), F.A.C.]*
4. This permit conveys no title to land, water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-528.307(1)(d), F.A.C.]*
5. This permit does not relieve the permittee from liability for harm to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties there from; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. *[62-528.307(1)(e), F.A.C.]*
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit or are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules. *[62-528.307(1)(f), F.A.C.]*
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
   a. Have access to and copy any records that must be kept under conditions of this permit;
   b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
   c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
   d. Reasonable time will depend on the nature of the concern being investigated.

   [62-528.307(1)(g), F.A.C.]

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
   a. A description of and cause of noncompliance; and
   b. The period of noncompliance, including dates and times; or, if not corrected the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent the recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

   [62-528.307(1)(h), F.A.C.]

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is proscribed by sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules. *[62-528.307(1)(i), F.A.C.]*

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. *[62-528.307(1)(j), F.A.C.]*

11. This permit is transferable only upon Department approval in accordance with rules 62-4.120 and 62-528.350, F.A.C. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department. *[62-528.307(1)(k), F.A.C.]*

12. This permit or a copy thereof shall be kept at the work site of the permitted activity. *[62-528.307(1)(l), F.A.C.]*

13. The permittee shall comply with the following:
    a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records shall be extended automatically unless the Department determines that the records are no longer required.
    b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three

years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

c. Records of monitoring information shall include:
   1) the date, exact place, and time of sampling or measurements;
   2) the person responsible for performing the sampling or measurements;
   3) the dates analyses were performed;
   4) the person responsible for performing the analyses;
   5) the analytical techniques or methods used;
   6) the results of such analyses.

d. The permittee shall furnish to the Department, within the time requested in writing, any information which the Department requests to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.

e. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

[62-528.307(1)(m), F.A.C.]

14. All applications, reports, or information required by the Department shall be certified as being true, accurate, and complete. *[62-528.307(1)(n), F.A.C.]*

15. Reports of compliance or noncompliance with, or any progress reports on, requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each scheduled date. *[62-528.307(1)(o), F.A.C.]*

16. Any permit noncompliance constitutes a violation of the Safe Drinking Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. *[62-528.307(1)(p), F.A.C.]*

17. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-528.307(1)(q), F.A.C.]*

18. The permittee shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this permit. *[62-528.307(1)(r), F.A.C.]*

19. This permit may be modified, revoked and reissued, or terminated for cause, as provided in 40 C.F.R. sections 144.39(a), 144.40(a), and 144.41 (1998). The filing of a request by the permittee for a permit modification, revocation or reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. *[62-528.307(1)(s), F.A.C.]*

20. The permittee shall retain all records of all monitoring information concerning the nature and composition of injected fluid until five years after completion of any plugging and abandonment procedures specified under rule 62-528.435, F.A.C. The permittee shall deliver the records to the Department office that issued the permit at the conclusion of the retention period unless the permittee elects to continue retention of the records. *[62-528.307(1)(t), F.A.C.]*

21. All reports and other submittals required to comply with this permit shall be signed by a person authorized under rules 62-528.340(1) or (2), F.A.C. All reports shall contain the certification required in rule 62-528.340(4), F.A.C. *[62-528.307(1)(u), F.A.C.]*

22. The permittee shall notify the Department as soon as possible of any planned physical alterations or additions to the permitted facility. In addition, prior approval is required for activities described in rule 62-528.410(1)(h). *[62-528.307(1)(v), F.A.C.]*

23. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or injection activity which may result in noncompliance with permit requirements. *[62-528.307(1)(w), F.A.C.]*

24. The permittee shall report any noncompliance which may endanger health or the environment including:
    a. Any monitoring or other information which indicates that any contaminant may cause an endangerment to an underground source of drinking water; or
    b. Any noncompliance with a permit condition or malfunction of the injection system which may cause fluid migration into or between underground sources of drinking water.

    Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause, the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
    [62-528.307(1)(x), F.A.C.]

Issued this 17th day of March 2025
State of Florida
Department of Environmental Protection

Richard Lobinske

Richard Lobinske, Ph.D.
Environmental Administrator
Underground Injection Control
Aquifer Protection Program
Division of Water Resource Management

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

DATE: 04/07/2026 **MEETING DATE:** 6/9/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Presentation
THRU: **ITEM ID:** 42891
BY: Lynne McNamara, Emergency Management Associate
SUBJECT: 2026 Hurricane Season Outlook

RECOMMENDATION/REQUIRED ACTION:
Presentation by Megan Milanese, Office of Emergency Management Director, with a 2026 Hurricane Season Outlook.

BACKGROUND SUMMARY: The Office of Emergency Management (OEM) provides an annual review of the past hurricane season and offers an overview of expected tropical activity for the upcoming season. Hurricane season starts on June 1, 2026, and runs through November 30, 2026. Throughout the year, OEM staff conduct community outreach programs to educate residents on how to prepare for, respond to, and recover from a hurricane impacting Lake County. Education and preparedness are crucial for preventing human and economic losses during a hurricane, emphasizing the importance of the programs that OEM staff have developed and implemented across the county.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Lynne McNamara	Created/Initiated - 04/07/2026
Megan Milanese	Approved - 05/21/2026
Thomas Carpenter	Approved - 05/26/2026
Miranda Lanoue	Approved - 05/26/2026
Jaime Stewart	Approved - 05/26/2026
Melanie Marsh	Approved - 05/26/2026
Jennifer Barker	Approved - 05/27/2026
Marisol Saldana	Final Approval - 05/28/2026

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: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Presentation
THRU:
ITEM ID: 42877
BY: Anita Ellis, Office Manager
SUBJECT: Lake County Water Authority Update and Proposed Fiscal Year 2027 Budget Presentation

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RECOMMENDATION/REQUIRED ACTION:
Lake County Water Authority Update and Proposed Fiscal Year 2027 Budget Presentation.

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Anita Ellis	Created/Initiated - 04/30/2026
Grace Burgos	Approved - 05/01/2026
Justin Elkins	Approved - 05/01/2026
Roberto Bonilla	Approved - 05/05/2026
Kerri Andrews	Approved - 05/12/2026
Alexis Clark	Approved - 05/14/2026
Ron Falanga	Approved - 05/18/2026
Kandace Pourbaix	Approved - 05/18/2026
Miranda Lanoue	Approved - 05/18/2026
Jaime Stewart	Approved - 05/18/2026
Melanie Marsh	Approved - 05/18/2026
Jennifer Barker	Approved - 05/19/2026
Marisol Saldana	Final Approval - 05/19/2026

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: 05/11/2026
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Presentation
THRU:
ITEM ID: 42969
BY: Karen Livernois, Financial Analyst
SUBJECT: Fiscal Year 2027 Proposed Budget Summary Presentation

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RECOMMENDATION/REQUIRED ACTION: Accept

Fiscal Year 2027 Proposed Budget Summary Presentation.

BACKGROUND SUMMARY: This budget summary will be provided in preparation for the Board of County Commissioners' consideration of the Fiscal Year 2027 tentative budget and millage rate on Tuesday, July 14, 2026.

Fiscal Impact:

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Karen Livernois	Created/Initiated - 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 - 05/12/2026

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: 05/21/2026
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Public Hearing
THRU:
ITEM ID: 42960
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance amending Lake County Code, Chapter 13, Article II, entitled *Gas Taxes*, to add a new section regarding the levy of a 5-cent local option fuel tax pursuant to Section 336.025(1)(b), Florida Statutes (2025), upon every gallon of motor fuel sold in the county and authorization of a special election and providing for ballot language.

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend adoption and execution of an Ordinance:
1. To authorize the placement of the proposed levy of a 5-cent local option fuel tax pursuant to Section 336.025(1)(b), Florida Statutes, on the November 2026 General Election Ballot for voter consideration; and
2. To approve the ballot language; and
3. Of amending Lake County Code, Chapter 13, Article II, entitled *Gas Taxes*, to add a new section regarding the levy of a 5-cent local option fuel tax pursuant to Section 336.025(1)(b), Florida Statutes (2025), upon every gallon of motor fuel sold in the county if the measure is approved by the voters.

The fiscal impact cannot be determined at this time.

BACKGROUND SUMMARY: On May 4, 2026, the Board of County Commissioners held discussions, and approved for advertising, an Ordinance amending Lake County Code, Chapter 13, Article II, entitled Gas Taxes, to add a new section of the Lake County Code regarding the levy of a 5-cent local option fuel tax pursuant to Section 336.025(1)(b), Florida Statutes (2025), upon every gallon of motor fuel sold in the County if approved by the voters. The proposed Ordinance also authorizes a special election to be held on November 3, 2026, and provides for ballot language for the General Election. The Affordable Housing Advisory Committee and the Home Builders Association of Lake-Sumter were provided a copy of the proposed Ordinance on May 21, 2026.

Fiscal Impact: The fiscal impact cannot be determined at this time.

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount

Budget Info to be provided by the Budget Office					$0.00

Advertised Date: 5/28/2026 Paper: Daily Commercial

Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate_Fuel Tax Ordinance
3.	J. McIntosh_ Affordable Housing Impact_Fuel tax increase 05.25.2026

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 05/21/2026
Melanie Marsh	Approved - 05/21/2026
Kandace Pourbaix	Approved - 05/21/2026
Miranda Lanoue	Approved - 05/21/2026
Jaime Stewart	Approved - 05/21/2026
Melanie Marsh	Approved - 05/26/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

ORDINANCE NO. 2026-___

AN ORDINANCE OF LAKE COUNTY, FLORIDA, PROVIDING FOR THE LEVY OF A FIVE-CENT LOCAL OPTION FUEL TAX IN LAKE COUNTY; PROVIDING FOR APPROVAL OF THE LEVY BY VOTERS IN A REFERENDUM; PROVIDING THAT THE IMPOSITION SHALL BE EFFECTIVE FOR A PERIOD OF TEN (10) YEARS BEGINNING JANUARY 1, 2028; PROVIDING FOR THE ADMINISTRATION OF THE FUEL TAX; PROVIDING FOR THE FUEL TAX PROCEEDS TO BE DISTRIBUTED AMONG LAKE COUNTY AND THE MUNICIPALITIES; PROVIDING FOR A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2026; PROVIDING BALLOT LANGUAGE; PROVIDING FOR NOTICE OF THE SPECIAL ELECTION; PROVIDING FOR NOTIFICATION TO THE STATE OF FLORIDA, DEPARTMENT OF REVENUE; PROVIDING FOR AMENDMENTS TO LAKE COUNTY CODE, CHAPTER 13, ARTICLE II; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING A CONFLICT CLAUSE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 336.025(1)(b), Florida Statutes (2017), allows the governing body of a county to impose, in addition to other taxes allowed by law, a 1-cent, 2-cent, 3-cent, 4-cent, or 5-cent local option fuel tax upon every gallon of motor fuel sold in a county and taxed under the provisions of Part I, Chapter 206, Florida Statutes ("Fuel Tax"); and

WHEREAS, Section 336.025(1)(b), Florida Statutes, provides that the Fuel Tax shall be levied by an ordinance adopted by a majority plus one vote of the membership of the governing body of the county or by referendum; and

WHEREAS, proceeds from the Fuel Tax and any interest accrued thereto shall be used for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments; and

WHEREAS, Lake County and the municipalities within Lake County are in need of funding for transportation expenditures as authorized by Section 336.025, Florida Statutes; and

WHEREAS, the Lake County Board of County Commissioners desires to allow by referendum the electors of Lake County to vote whether there shall be levied and imposed a five-cent local option fuel tax upon every gallon of motor fuel sold in Lake County, Florida.

NOW THEREFORE be it ordained by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. Five-Cent Local Option Fuel Tax. The Board of County Commissioners of Lake County, Florida, hereby levies and imposes within Lake County a five-cent local option fuel tax upon every gallon of motor fuel sold in Lake County, Florida pursuant to Section 336.025(1)(b), for a period of ten (10) years.

Section 2. Referendum. The Fuel Tax levied in Section 1 of this Ordinance shall not take effect unless and until it is approved by a majority of the electors of Lake County voting in a referendum election on the Fuel Tax held as required by this Ordinance.

Section 3. Term of Levy. The term of the levy shall remain in full force and effort for a period of ten (10) years, commencing on January 1, 2028, until December 31, 2038.

Section 4. Administration. The Fuel Tax levied hereunder shall be collected and administered pursuant to the terms of Section 206.41(1)(e), Florida Statutes, and such other laws as may be applicable.

Section 5. Distribution of Proceeds. The proceeds of the Fuel Tax levied hereby shall be distributed between Lake County and the Municipalities as set forth in the Amended and Restated Interlocal Agreement Relating to Local Option Fuel Tax entered between Lake County and the Municipalities ("Interlocal Agreement"), as amended. The Interlocal Agreement may contain such terms as the parties may negotiate, but its terms must include, at a minimum, any provisions required by this Ordinance and may not contain any provision that is inconsistent with either this Ordinance or applicable Florida law.

Section 6. Use of Revenues. Pursuant to Section 336.025, Florida Statutes, and any other applicable law, proceeds of the Fuel Tax and any interest accrued thereto shall be expended by Lake County and the Municipalities for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks. Further, expenditures for the construction of new roads, the reconstruction or resurfacing of existing paved roads, or the paving of existing graded roads shall be deemed to increase capacity and such projects shall be included in the capital improvements element of an adopted comprehensive plan. To the extent permitted by law, the County and Municipalities are

hereby encouraged to utilize local businesses as much as possible to complete projects funded by the proceeds of the Fuel Tax.

Section 7. **Special Election.** A special election shall be held on November 3, 2026, in which the electors of Lake County may vote as to whether this Ordinance shall take effect and the five-cent local option fuel tax be levied. The Lake County Supervisor of Elections shall conduct said special election pursuant to applicable Florida Law. The form of ballot for said special election shall be as follows:

BALLOT TITLE: LOCAL OPTION FIVE-CENT FUEL TAX REFERENDUM

BALLOT QUESTION: SHOULD LAKE COUNTY ORDINANCE 2026-___ AUTHORIZING THE LEVY OF AN ADDITIONAL COUNTYWIDE LOCAL OPTION FIVE-CENT FUEL TAX ON MOTOR FUEL SOLD IN LAKE COUNTY FOR TEN YEARS BE APPROVED?

Projects eligible for funding by the Five-Cent Local Option Fuel Tax:

Resurfacing and reconstruction of existing paved roads
Paving of unpaved roads
Construction of new roads

_____ **YES**

_____ **NO**

Section 8. **Notice of Special Election.** A notice of the special election shall be published in a newspaper of general circulation in Lake County at least twice, once in the fifth week and once in the third week prior to the week of November 3, 2026.

Section 9. **Notice of Passage.** The Clerk of the Board of County Commissioners is directed to notify the Supervisor of Elections and the State of Florida, Department of Revenue ("Department") immediately upon the passage of this Ordinance. The Clerk of the Board of County Commissioners is further directed to notify the Department of the outcome of the referendum election within ten (10) days of the date of said election. Said notice shall include the time period during which the Fuel Tax will be in effect, a copy of this Ordinance, certified copy of the Interlocal Agreement, and such other information as the Department shall require by rule or in accordance with Section 336.025(5), Florida Statutes. In addition to the above

referenced notice, the Clerk is directed in accordance with Section 336.025(5) to notify the Department by October 1st each year of the rate, any decision to rescind or change the rate of the tax, and such other information requested by the Department.

Section 10. Supervisor of Elections; Authority. The Supervisor of Elections is hereby granted the authority to correct any scrivener errors associated with the ballot language so long as the intent and substance of the same is not changed.

Section 11. Amendment. Lake County Code, Chapter 13, Article II, entitled *Gas Taxes*, shall hereby be amended to add the following new section to read as follows. The inclusion of this new section shall be reflected in the table of contents of the Lake County Code.

ARTICLE II. GAS TAXES

* * *

Sec. 13-30. Five-Cent Fuel Tax imposed.

(a) Beginning January 1, 2028, and continuing for a period of ten (10) years until December 31, 2038, there shall be imposed in addition to all other taxes allowed by law, a five-cent local option fuel tax upon every gallon of motor fuel sold in Lake County, Florida, and taxed under the provisions of Chapter 206, Florida Statutes.

(b) The tax shall be collected in the manner provided by Section 336.025(2), Florida Statutes.

(c) The proceeds of the tax shall be distributed among Lake County and eligible municipalities based on general law unless on or before June 1, 2027, an interlocal agreement providing for a different distribution formula is approved by the Board of County Commissioners and one or more municipalities located within the geographic boundaries of Lake County, Florida, representing a majority of the population of the incorporated area within Lake County, in which case the distribution shall be made in accordance with such interlocal agreement. Any interlocal agreement entered into shall comply with Section 336.025, Florida Statutes.

(d) In the absence of an interlocal agreement between the County and the municipalities, the proportions shall be recalculated every two (2) years from the date of the enactment of the enabling ordinance based upon the transportation expenditures of the immediately preceding five (5) fiscal years.

(e) The county manager, or designee, is hereby directed to determine the percentage allocations as provided in paragraph (c) and to provide copies to all municipalities within Lake County, and to the Florida Department of Revenue. The Clerk of the Board of County Commissioners shall provide a certified copy of this section to the Florida Department of Revenue upon passage. Any dispute as to the determination of distribution proportions shall be resolved as provided in Section 336.025(5)(b), Florida Statutes.

(f) Proceeds of the tax shall be used by Lake County and eligible municipalities only for transportation expenses as defined in Florida Statute 336.025.

(g) The provisions of this section shall not affect any distribution of prior allocations of the two-cent, three-cent, four-cent, five-cent or six-cent local option gas tax.

Secs. 13-3~~0~~1—13-45. Reserved.

Section 12. Severability. If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the intent of the Board of County Commissioners to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 13. Inclusion in the Code. It is the intention of this Board of County Commissioners that the provisions of Sections 1, 3, and 6 of this Ordinance shall become and be made a part of the Lake County Code as provided in Section 11 hereof upon approval by a majority of the electors of Lake County voting in the November 3, 2026, referendum and the word "ordinance" may be changed to "section," "article" or such other appropriate word or phrase in order to accomplish such intentions.

Section 14. Conflict. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict unless otherwise addressed herein.

Section 15. 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 16. Effective Date. The provisions of this Ordinance shall take effect immediately upon being filed with the Department of State, State of Florida, except that the sections of this Ordinance relating to the levy of the Fuel Tax, the administration, distribution and expenditures of the Fuel Tax, and the amendment to the Lake County Code, shall take effect

only upon approval of a majority of those voting in the Special Election held pursuant to Section 7.

ENACTED this day of _____ day of _____, 2026.

FILED with the Secretary of State the ____ day of _____, 2026.

EFFECTIVE _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

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

_____
Leslie Campione, Chairman

This ____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

Business Impact Estimate

Staff Contact:	Contact Number:
Meg Brew	352-742-3921

1. Include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the County:

The purpose of this Ordinance is to provide for the levy of a five-cent local fuel tax for ten years beginning on January 1, 2028 providing for approval of the levy by voters in a referendum. Proceeds from the Fuel Tax will be used to address transportation expenditures and help alleviate local transportation problems thereby providing a benefit to public health, safety, and welfare.

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.

The impact on local for-profit businesses will depend on the impact that the tax may or may not have on the price of gas and on the amount of gas a business purchases. Improvements to local transportation will be beneficial to anyone using local roads, including in the course of business.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Any business purchasing or selling gas could potentially be impacted.

4. Any additional information:

Proceeds of the tax shall be used by Lake County and eligible municipalities only for transportation expenses as defined in Section 336.025, Florida Statutes. This tax shall only go into effect if approved by voters during a special election to be held on November 3, 2026.

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:	05/25/2026	Contact Name:	Jeannette McIntosh
			Affordable Housing Advisory Committee Member

Ordinance Information

Describe the Ordinance:

The ordinance is requesting an increase of $.05/gallon on all fuel sold to be used for capital improvements in transportation, such as expanding the roads and maintaining the current roads.

Describe the direct impact of the ordinance upon the provision of affordable housing:

I see 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:

I do see a direct impact on property owners/citizens who need affordable housing. As we have learned, the burden of a regressive tax structure, which this is, falls disproportionally on a lower-income household's budget. Since affordable housing is usually located farther from employment centers, because it's cheaper there, lower-income residents will have longer commutes and higher fuel consumption. Lake County's public transit system is limited, so driving is a necessary element for getting to work. Every dollar going to fuel is a dollar not available for rent or mortgage. For a household spending 40 – 50% of income on housing, this fuel increase impacts their budget.

Identify any potential indirect impacts, positive or negative which might occur as a result of the ordinance:

My first thought on this went to the negatives. Where's the money for helping to expand alternative methods of transportation in Lake County? By dedicating all the revenue to road expansion and maintenance, this ordinance locks in car dependency as the only transportation model. There is no investment in alternatives that could actually reduce the fuel burden on lower-income residents over time. Funding bus route expansion, bike infrastructure, park-and-ride facilities would give lower-income residents a genuine alternative to driving. I believe this ordinance benefits primarily those who can afford to drive, while doing little to reduce the cost burden of those who can't. Another potential negative is that improved roads can drive up land/home prices in previously affordable outlying areas.

The potentially positive aspects are that road improvement could reduce vehicle wear and tear, saving money over time. Better infrastructure can help attract employers, hopefully improving local wages and housing stability.

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

DATE: 05/19/2026
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Public Hearing
THRU:
ITEM ID: 42979
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
Adopt

Recommend adoption and execution of 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 Protection County which was adopted by the Board on May 19, 2026. The Board approved this proposed repeal

Ordinance for advertising on May 19, 2026.

Fiscal Impact: None.

Account No.:

Advertised Date: 5/28/2026 Paper: Daily Commercial

Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate_Repeal Pain Management Clinics

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 05/19/2026
Melanie Marsh	Approved - 05/20/2026
Kandace Pourbaix	Approved - 05/20/2026
Miranda Lanoue	Approved - 05/20/2026
Jaime Stewart	Approved - 05/21/2026
Melanie Marsh	Approved - 05/26/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

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: 05/21/2026 **MEETING DATE:** 6/9/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Public Hearing
THRU: **ITEM ID:** 42975
Michael Fitzgerald, Office of Planning & Zoning Director
BY: Eva Lora, Public Hearing Coordinator
SUBJECT: Public Hearings on Rezonings, Conditional Use Permits, and Comprehensive Plan Amendments.

RECOMMENDATION/REQUIRED ACTION:
Public Hearings on Rezonings, Conditional Use Permits, and Comprehensive Plan Amendments.

BACKGROUND SUMMARY:

Fiscal Impact: None

Account No.:

Advertised Date: February 20, 2026 & April 24, 2026 Paper: Daily Commercial
Attachments:

1.	DidYouKnow PUD_4.2.24
2.	DidYouKnow_4.2.24
3.	BCC Agenda
4.	Tab 1 - Ordinance #2025-43 Sorrento Ave - Elkridge (DA)
5.	Tab 2 - Ordinance #2025-33 Mountain Lake Dr (DA)
6.	Tab 3 - Ordinance #2026-XX Haines Creek Estates PUD Amendment (RZ)
7.	Tab 4 - Ordinance #2026-XX Wiggins CR 439, LLC (CUP)
8.	Tab 5 - Ordinance #2026-XX Jones Property - Whitney Rd (RZ)
9.	Tab 6 - Resolution #2026-XX-Jones Property - Whitney Rd
10.	PZB Minutes (Draft)

STAFF APPROVALS AND DATES:

Eva Lora	Created/Initiated - 05/21/2026
Michael Fitzgerald	Approved - 05/21/2026
Kathleen Dial	Approved - 05/26/2026
Sheri Hutchinson	Approved - 05/26/2026
David Eichinger	Approved - 05/26/2026
Ron Falanga	Approved - 05/26/2026
Kandace Pourbaix	Approved - 05/26/2026
Miranda Lanoue	Approved - 05/27/2026
Jaime Stewart	Approved - 05/27/2026

Melanie Marsh	Approved - 05/28/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

DID YOU KNOW?

Planning & Zoning Facts

What is a Large-Scale Comprehensive Plan Amendment?

- Each local government is required to have a Comprehensive Plan. A Comprehensive Plan provides principles, guidelines, standards, and strategies for future development. A Comprehensive Plan is organized into goals, objectives, and policies.

- A Comprehensive Plan must include the following elements: Capital Improvements, Intergovernmental Coordination, Future Land Use/Future Land Use Map, Transportation, Public Facilities, Conservation, Recreation/Open Space, Housing, Property Rights, and Economic.

- The Large-Scale Amendment process applies when a project is more than 50 acres in size.

- Local Government must hold a Transmittal Hearing also known as the First Public Hearing. If the Amendment is approved for Transmittal, it is sent to the State for review. The following State Agencies are included: Commerce, Transportation, Environmental Protection, State, Fish and Wildlife Conservation Commission, Agriculture and Consumer Services, Education and the applicable Water Management District.

- State Agencies have 30 days to return comments to the County. Once comments are received the County has 180 days to hold the Adoption Hearing also known as the Second Public Hearing.

- The Board of County Commissioners may take one of the following actions after the Second Public Hearing: Adopt the Amendment as it was Transmitted, Adopt the Amendment with changes based on State comments or public comments received at the hearing, or deny the Amendment.

- See Section 163.3184, Florida Statutes, for more information.



Limits on Local Government Authority

- The Florida Legislature passed a "Property Owner Bill of Rights" in 2019 that states each property owner has (1) the right to use, enjoy and dispose of their property and (2) the right to just compensation for property taken for a public purpose. Sec. 70.002, F.S.

- The Florida Law allows a property owner to sue the local government if the property owner believes a condition on the use of real property is more than what is necessary to address the impacts of the proposed use. If a property owner wins its lawsuit, the local government must pay damages, court costs and attorney fees. Sec. 70.45, F.S.

- The Florida Legislature created a law that allows a property owner to sue the local government if the government passes a law, regulation or ordinance that burdens, restricts or limits private property rights. This is known as the "Bert J. Harris, Jr. Private Property Rights Protection Act." If a property owner wins its lawsuit, the local government must pay damages, court costs and attorney fees. Sec. 70.001, F.S.

- Local governments cannot hold a developer responsible to correct transportation problems that existed before the developer files an application. Sec.163.3180(5)(h)2.,F.S.

- Local governments must allow a developer to move forward if they pay for or build transportation improvements that mitigate that their own impacts. Sec. 163.3180(5)(h)1.c.,F.S.

- Local governments can deny a development for reasons other than transportation problems. Sec. 163.3180(5)3., F.S.

- The County cannot impose architectural standards on any single family or duplex home, or within any zoning ordinance for development of a subdivision. Sec. 163.3202(5)(a), F.S.

BOARD OF COUNTY COMMISSIONERS (BCC) REZONING AGENDA

JUNE 9, 2026

The Lake County Planning & Zoning Board (PZB) is an advisory board to the Board of County Commissioners (BCC). It is responsible for reviewing changes to the Comprehensive Plan, zoning, conditional uses, mining site plans, and making recommendations on these applications to the Board of County Commissioners.

The recommendations of the PZB are transmitted to the BCC for their consideration at a scheduled public hearing; these cases will be heard at the BCC hearing time, or soon thereafter.

Location & Time

Commission Chambers
County Admin. Building
315 West Main Street
Tavares, FL 32778-7800

BCC: 9:00 a.m. 06/09/2026

Planning & Zoning Board Members

Laura Jones Smith,
Chairman (District 2)

Carroll Jaskulski,
Vice Chairman (District 4)

Judith Fike (District 1)

Addie Owens (District 3)

Dan Tatro (District 5)

Sean Lahey
(At-Large Representative)

Mollie Cunningham
(School Board
Representative)

Bill Mathias
(Alternative School Board
Representative)

Mark W. McManus, Ex-
Officio, Non-Voting
Military Representative

Board of County Commissioners

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

Lake County Staff

Melanie Marsh, County Attorney
Jennifer Barker, County Manager
Kathleen Dial, Executive Director, Development Services
Michael Fitzgerald, AICP, Director, Office of Planning & Zoning
Janie Barrón, FRA-RP, Planning Manager, Office of Planning & Zoning
Leslie Regan, Senior Planner, Office of Planning and Zoning
Corey DeVogel, Planner I, Office of Planning and Zoning
Seth Lynch, Engineering & Operations Director, Public Works
Sharon Lewis, Development Engineer, Public Works

For any questions, comments, or concerns, please contact the Planning & Zoning Division at (352) 343-9641 or email pzinfo@lakecountyfl.gov**.**

BOARD OF COUNTY COMMISSIONERS
(BCC) REZONING AGENDA
JUNE 9, 2026

I. Consent Agenda

The Consent Agenda contains items that are recommended for approval and that are not controversial. The BCC will adopt the entire consent agenda in one motion if no one from the Board or audience has questions, concerns, or objections. An item may be removed from the Consent Agenda for a full public hearing at the request of any Commissioner, staff member, or member of the public.

Tab 1	Development Agreement	Sorrento Ave - Elkridge
Tab 2	Development Agreement	Mountain Lake Drive

II. Regular Agenda

Tab 3	Ordinance #2026-XX	Haines Creek Estates PUD Amendment (RZ)
Tab 4	Ordinance #2026-XX	Wiggins CR 439, LLC (CUP)
Tab 5	Ordinance #2026-XX	Jones Property – Whitney Road (RZ)
Tab 6	Resolution #2026-XX	Jones Property – Whitney Road

Persons with disabilities needing assistance to participate in these proceedings should contact 352-343-0760 at least 48 hours before the scheduled meeting; if you are hearing or voice impaired, call 711 or 352-253-1840.

REZONING STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	1
Public Hearings:	Planning & Zoning Board (PZB): May 6, 2026
	Board of County Commissioners (BCC): June 9, 2026
Case No. and Project Name:	PZ2024-279, Sorrento Ave – Elkridge
Commissioner District:	District 4 – Leslie Campione
Applicant:	Ben Champion
Owner:	Hyzer Construction, LLC, a Florida limited liability company
Requested Action:	Request approval of a Development Agreement to address the provision of wastewater services approved under Sections 163.3220-163.3243, Florida Statutes, known as the Florida Local Government Development Agreement Act.
Case Manager:	Eddie Montanez, Planner I
PZB Recommendation:	Approved on consent agenda, unanimously

Subject Property Information

Size:	0.69 +/- gross acres
Location:	Intersection of County Road 46 (Sorrento Avenue) and Elkridge Drive, Mount Plymouth
Alternate Key No.:	1361001, 3958234, and 3958235
Future Land Use:	Mt. Plymouth-Sorrento Receiving Area
Zoning District:	Community Facility District (CFD)
JPA / ISBA:	N/A
Overlay Districts:	Wekiva River Protection Area (WRPA), Wekiva Study Area (WSA), and Mount Plymouth-Sorrento Special Community
BMAP Location:	Middle St. Johns

Staff Analysis

On September 2, 2025, the Board of County Commissioners did approve the rezoning application subject to the parties entering into a Development Agreement under the Act to govern the type of wastewater disposal system to be utilized when a residential subdivision is developed. The Applicant has executed the Development Agreement which will require the installation of a Distributed Wastewater Treatment System (DWTS) to serve any home constructed on the property described in Exhibit A of the Development Agreement. Section 163.322**5**, Florida Statutes, states that before entering into a Development Agreement, the local government shall conduct two (2) public hearings, one of which may be held in front of the local planning agency.

Attachment "A" – Ordinance #2025-43 (Page 1 of 3)

ORDINANCE #2025-43

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; REZONING APROXIMATELY 0.69 +/- ACRES FROM COMMUNITY FACILITY DISTRICT (CFD) TO URBAN RESIDENTIAL DISTRICT (R-6) TO FACILITATE RESIDENTIAL USE FOR PROPERTY IDENTIFIED AS ALTERNATE KEY NUMBERS 1361001, 3958234, AND 3958235; LOCATED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 28 EAST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ben Champion (the "Applicant") submitted a rezoning application on behalf of Hyzer Construction, LLC (the "Owner"), to rezone from Community Facility District (CFD) to Urban Residential (R-6) District to facilitate residential use; and

WHEREAS, the subject property consists of approximately 0.69 +/- acres located at the intersection of County Road 46 (Sorrento Avenue) and Elkridge drive in the unincorporated Mount Plymouth area in Section 28, Township 19 South, Range 28 East, identified by Alternate Key Number 1361001, and more particularly described in Exhibit "A"; and

WHEREAS, the property is located within the Mt. Plymouth-Sorrento Receiving Area Future Land Use Category; and

WHEREAS, on August 21, 1990, the Lake County Board of County Commissioners approved a rezoning of the subject property from Urban Residential (R-1-7) to Public Facilities District (PFD); and

WHEREAS, on October 15, 2003, the Lake County Board of County Commissioners approved Ordinance 2003-85 which converted Public Facilities Districts (PFD) to Community Facility Districts (CFD); and

WHEREAS, the Lake County Planning and Zoning Board did on August 6, 2025, review Petition PZ2024-279; after giving Notice of Hearing on petition for a change in the use of land, including notice that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on September 2, 2025; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning and Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved.

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

Section 1. Terms: The County Manager or designee shall amend the Lake County Zoning Map from Community Facility District (CFD) to Urban Residential (R-6) District for the property described in Exhibit "A". The adoption of this Ordinance shall revoke and replace all previous ordinances.

Section 2. Development Review and Approval: Prior to the issuance of any permits, the Owner shall submit applications for and receive necessary final development order approvals as provided in the Lake County Comprehensive Plan and Land Development Regulations. The applications for final development orders must meet all submittal requirements and comply with all County codes and ordinances, as amended.

Attachment "A" – Ordinance #2025-43 (Page 2 of 3)

Ordinance 2025 - 43
PZ2024-279, Sorrento Ave - Elkridge

Section 3. Severability: If any section, sentence, clause or phrase of this Ordinance 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 Ordinance.

Section 4. Filing with the Department of State. The Clerk is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 5. Effective Date. This Ordinance shall become effective upon recordation of an associated Development Agreement to address the provision of wastewater services approved under Sections 163.3220-163.3243, Florida Statutes, known as the Florida Local Government Development Agreement Act, in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

ENACTED this 2nd day of September 2025.

FILED with the Secretary of State September 4 **, 2025.**

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

9/2/2025

MELANIE MARSH, COUNTY ATTORNEY

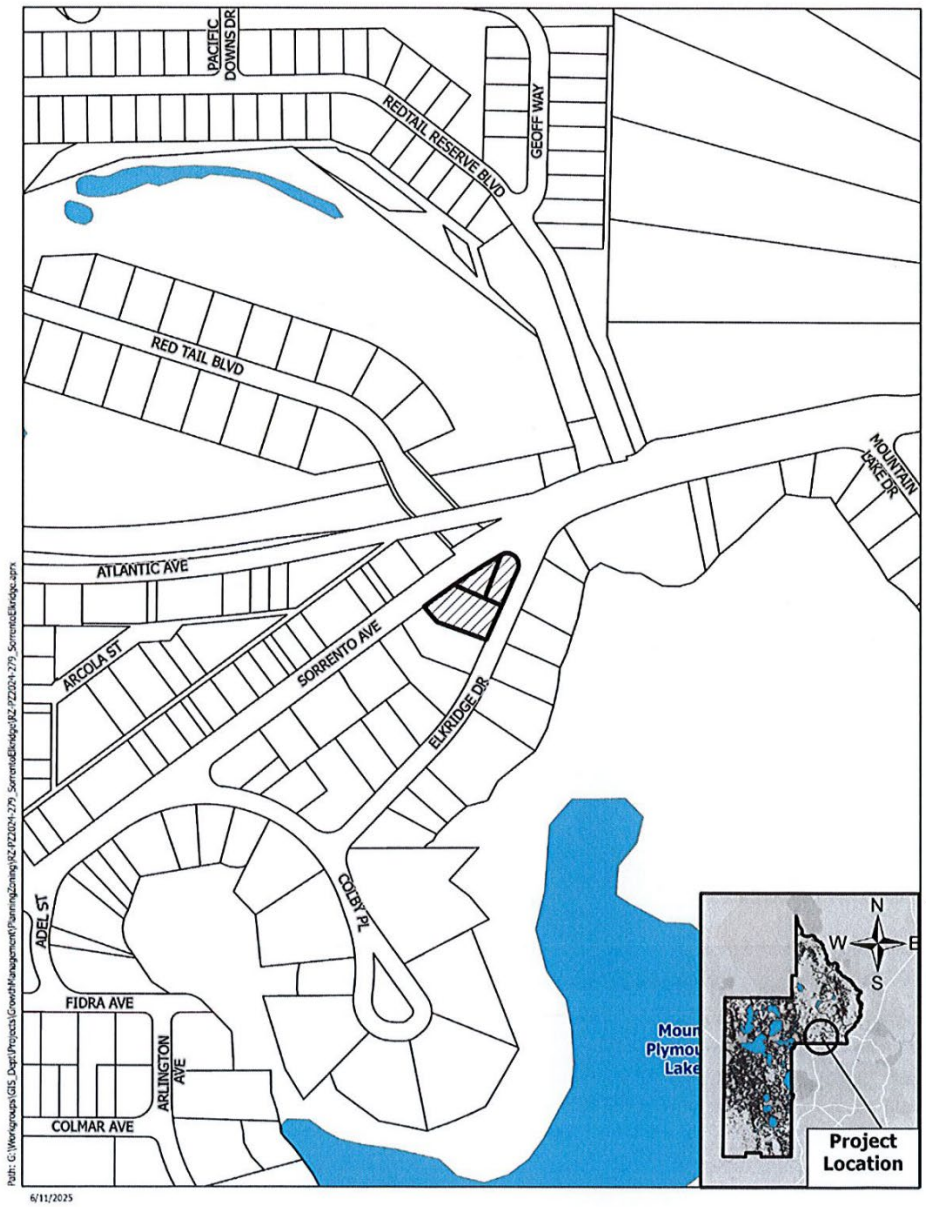
Attachment "A" – Ordinance #2025-43 (Page 3 of 3)

Ordinance 2025 - 43
PZ2024-279, Sorrento Ave - Elkridge

1

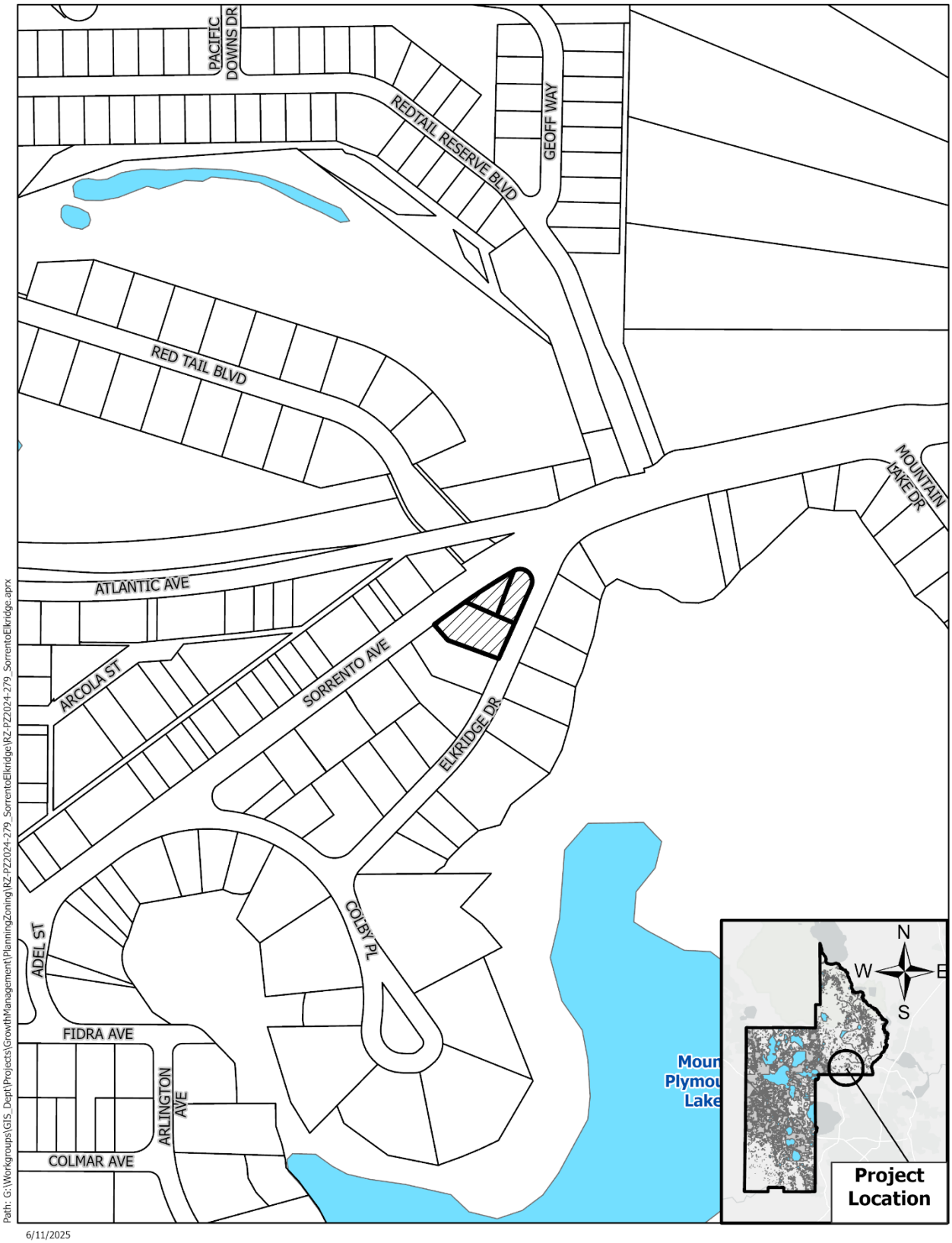
EXHIBIT "A" - Legal Description.

Parcel 1: Lots 1, 2, 3, 31 and 32, Block 7 of MT. PLYMOUTH SECTION "A", according to the plat thereof as recorded in Plat Book 8, Page(s) 85 through 85D, of the Public Records Of Lake County, Florida.



2

Map of Subject Property



FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT
(PZ2024-279 Sorrento Avenue Elkridge)

THIS DEVELOPMENT AGREEMENT is by and between LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), and Hyzer Construction, LLC, a Florida limited liability company ("Developer"), its successor or assigns, pursuant to the provisions of Sections 163.3220 through 163.3243, Florida Statutes, known as the Florida Local Government Development Agreement Act ("Act").

WHEREAS, the purpose of the Act is to provide assurances to the Developer that upon receipt of their development permit they may proceed in accordance with existing laws and policies subject to conditions of a development agreement, which strengthens the public planning process and assures that there are adequate capital facilities for the development; and

WHEREAS, Section 14.18.00, Lake County Code, Appendix E, Land Development Regulations, entitled *Development Agreement Act,* was enacted by the Board of County Commissioners ("Board") to carry out the provisions of the Act; and

WHEREAS, on September 25, 2024, Developer did purchase certain real property ("Developer Property") located in Section 28, Township 19 South, Range 28 East, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference. The Developer Property at the time of purchase was zoned Community Facility District (CFD) f/k/a Public Facilities District (PFD) by Ordinance #34-90, with underlying future land use of Mt. Plymouth-Sorrento Receiving Area Receiving Area Future Land Use Category, and is also located within the Wekiva River Protection Area (WRPA), Wekiva River Study Area (WSA), and Mt. Plymouth-Sorrento Special Community; and

WHEREAS, on or about October 16, 2024, Developer filed a rezoning application with the County to amend the zoning maps on a portion of the Developer Property from Community Facility District (CFD) to Urban Residential (R-6) District so that the zoning is the same as adjacent properties; and

WHEREAS, at a public hearing held September 2, 2025, the Board did approve the rezoning application (Ordinance No 2025-43) subject to the Parties entering into a Development Agreement under the Act to govern the type of wastewater disposal system to be utilized when a residential subdivision is developed.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. **Legal 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 Agreement upon adoption hereof.

2. **Legal Description and Legal Owners**: The Developer Property, as described in **Exhibit A**, is owned by Hyzer Construction, LLC, a Florida limited liability company.

3. **Allowed Development Uses:** Residential uses are allowed as set forth in the Mt. Plymouth-Sorrento Receiving Area Future Land Use and the R-6 zoning district. Nothing herein shall prevent Owner from reconfiguring the property identified in **Exhibit A** through the Lot Line Deviation process so long as the total number of lots does not exceed three (3).

4. **Description of Public Facilities to Service Development:** The Developer shall utilize a Distributed Wastewater Treatment System (DWTS) to serve any improvements constructed on the property described in **Exhibit A.** The DWTS shall be installed as part of the building permit for any improvements constructed. The Developer, its successor assigns, shall be responsible for operation and maintenance of the DWTS. All other public facilities shall be constructed, owned and maintained as set forth in the applicable Land Development Regulations, Lake County Code, Comprehensive Plan or state regulations, that are in effect at the time approvals are sought or building permits are applied for. Nothing herein shall require the County to assume ownership or maintenance for any public facilities constructed as part of this development unless the County voluntarily assumes such obligations.

5. **Description of any Reservation or Dedication of Land:** Reservations or dedications of land shall be governed by the applicable provisions of the Land Development Regulations, Lake County Code, Comprehensive Plan, or state regulations, that are in effect at the time approvals are sought or building permits are applied for. Nothing herein shall require the County to assume ownership or maintenance for any reservations or dedications of land required for this development unless the County voluntarily assumes such obligations.

6. **Description of all Local Development Permits Needed:** The Developer shall obtain all approvals and permits as required by the applicable provisions of the Land Development Regulations, Lake County Code, Comprehensive Plan, or state regulations, in effect at the time approvals are sought or building permits are applied for.

7. **Consistency with Comprehensive Plan and Land Development Regulations.** The proposed development of single-family homes is consistent with the County's Land Development Regulations and Comprehensive Plan as of the Effective Date of this Agreement. Neither approval of the rezoning under Ordinance #2025-43 nor approval of this Development Agreement can be relied upon to assert a claim of estoppel against the County if the lot or lots cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Developer is solely responsible for

performing any necessary due diligence to ensure the lot or lots will appropriately support future development.

8. **No Waiver of Legal Requirements:** The Developer hereby agrees that failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitted requirements, conditions, terms, or restrictions.

9. **Duration of Agreement:** This Agreement shall remain in effect for ten (10) years from the date it is approved at the final public hearing, or until such time as the last residential unit is constructed on the property, whichever comes first. This Agreement may be extended by mutual consent of the County and Developer, subject to a public hearing in accordance with Section 163.3225, Florida Statutes, as amended, and Section 14.18.03, Lake County Code, Appendix E, Land Development Regulations, as amended.

10. **Periodic Review:** The County shall review the land subject to this Agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms outlined herein. If the County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the County.

11. **Enforcement:** Any party or aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes, as amended, may file an action for injunctive relief in the circuit court sitting in Lake County, Florida, to enforce the terms of this Agreement or to challenge compliance of this Agreement with the Act.

12. **Notices:** 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, addressed as follows:

If to DEVELOPER:
Benjamin L. Champion
15012 Colly Drive
Tavares, Florida 32778

If to COUNTY:
Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

With a Copy to:
Lake County Attorney
315 West Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

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

14. Amendment or Cancellation: This Agreement may be amended or canceled by mutual consent of the Parties or by their successors in interest. A party or its designated successor in interest may amend or cancel this Agreement without securing the consent of other parcel owners whose property was originally subject to this Agreement unless the amendment or cancellation directly modifies the allowable uses or entitlements of such property owners' property.

15. Recording and Effective Date: Within fourteen (14) days after the County approves this Agreement, the County shall record the Agreement with the Clerk of the Circuit Court. This Agreement shall not become effective until it is properly recorded in the public records of Lake County, Florida. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest of the Parties hereto. The Developer shall remit the recording fees to the County prior to recording.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the DEVELOPER through its duly authorized representative.

DEVELOPER
Hyzer Construction, LLC.

Benjamin L. Champion, Manager

This 27th day of March, ~~2025~~ 2026.

COUNTY
LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman

This _____ day of _____, 2025.

ATTEST:

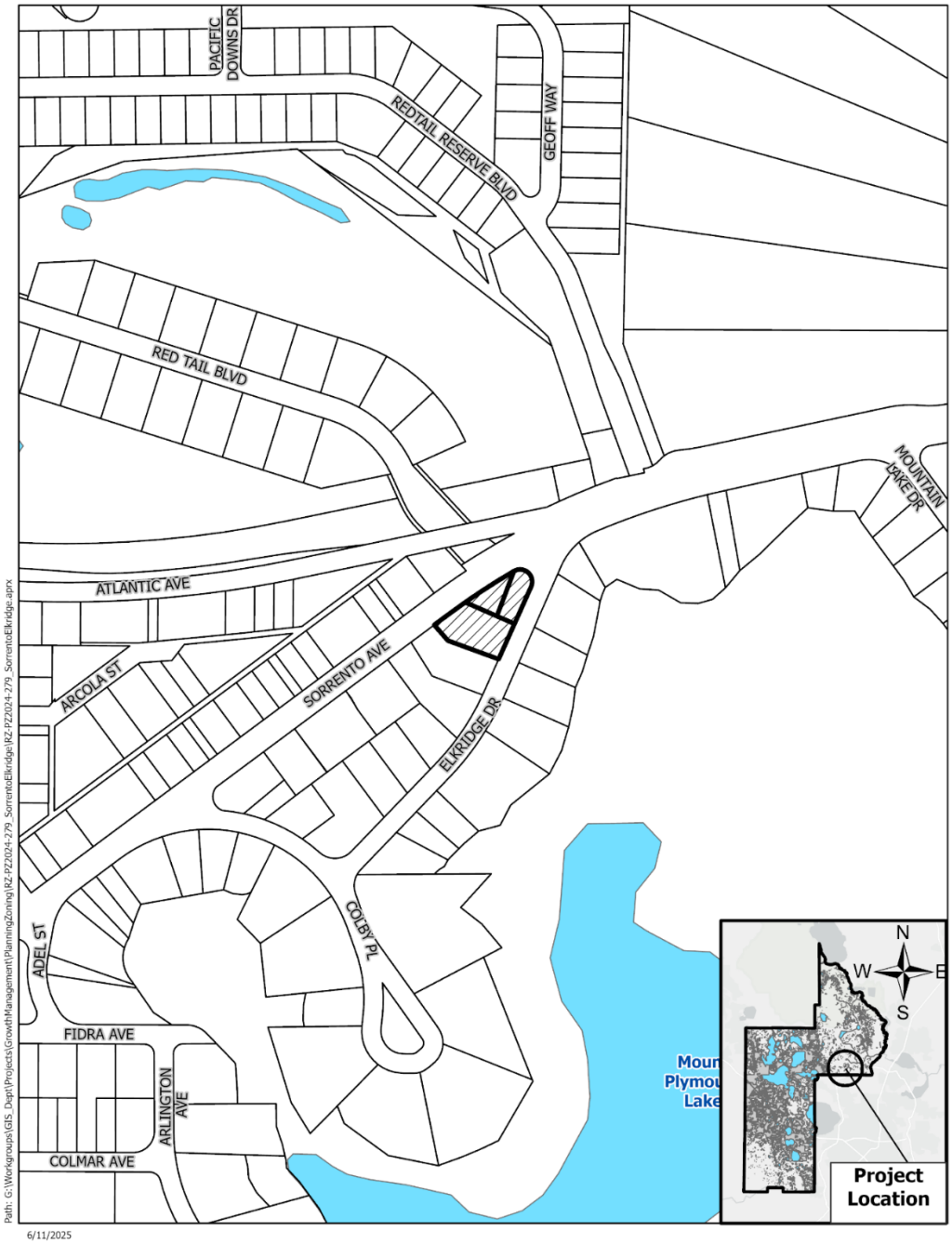
_____
Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

EXHIBIT A: DEVELOPER PROPERTY LEGAL DESCRIPTION

Parcel 1: Lots 1, 2, 3, 31 and 32, Block 7 of MT. PLYMOUTH SECTION "A", according to the plat thereof as recorded in Plat Book 8, Page(s) 85 through 85D, of the Public Records Of Lake County, Florida.



REZONING STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	2
Public Hearings:	Planning & Zoning Board (PZB): May 6, 2026
	Board of County Commissioners (BCC): June 9, 2026
Case No. and Project Name:	PZ2024-018, Mountain Lake Drive
Commissioner District:	District 4 – Leslie Campione
Applicant:	Andrew Kager
Owner:	Innovative Investment Group of Central Florida, Inc.
Requested Action:	Request approval of a Development Agreement to address the provision of wastewater services approved under Sections 163.3220-163.3243, Florida Statutes, known as the Florida Local Government Development Agreement Act.
Case Manager:	Janie Barrón, FRA-RP, Planning Manager
PZB Recommendation:	Approved on consent agenda, unanimously

Subject Property Information

Size:	4.04 +/- gross acres
Location:	South of Sorrento Avenue and along unimproved Mountain Lake Drive, in the unincorporated Mount Plymouth area
Alternate Key No.:	1360781, 1360790, 1360803, 1670675 and 3949922
Future Land Use:	Mt. Plymouth-Sorrento Receiving Area
Zoning District:	Urban Residential (R-6) District
JPA / ISBA:	N/A
Overlay Districts:	Mt. Plymouth-Sorrento Special Community, Wekiva River Protection Area and Wekiva Study Area
BMAP Location:	Middle St. Johns

Staff Analysis

On July 1, 2025, the Board of County Commissioners did approve the rezoning application subject to the parties entering into a Development Agreement under the Act to govern the type of wastewater disposal system to be utilized when a residential subdivision is developed.

Attachment "A" – Ordinance #2025-33 (Page 1 of 3)

ORDINANCE 2025-33

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; REZONING 4.04 +/- ACRES FROM NEIGHBORHOOD COMMERCIAL (C-1) DISTRICT AND AGRICULTURE (A) TO URBAN RESIDENTIAL (R-6) DISTRICT TO FACILITATE A RESIDENTIAL DEVELOPMENT ON PROPERTY IDENTIFIED AS ALTERNATE KEY NUMBERS 1360781, 1360790, 1360803, 1670675 AND 3949922, LOCATED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 28 EAST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Andrew Kager (the "Applicant") submitted a rezoning application on behalf of Innovative Investment Group of Central Florida, Inc (the "Owner") to rezone property from Neighborhood Commercial (C-1) District and Agriculture (A) to Urban Residential (R-6) District to facilitate a residential development; and

WHEREAS, the subject property consists of approximately 4.04 +/- gross acres, generally located south of Sorrento Avenue and along Mountain Lake Drive, in the Mount Plymouth area of unincorporated Lake County, in Section 28, Township 19 South, Range 28 East; identified by Alternate Key Numbers 1360781, 1360790, 1360803, 1670675 and 3949922, and more particularly described in Exhibit "A"; and

WHEREAS, the property is located within the Mt. Plymouth-Sorrento Receiving Area Future Land Use Category, as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM); and

WHEREAS, the Lake County Planning and Zoning Board did on the 5th day of March 2025, review petition PZ2024-018; after giving Notice of Hearing on the petition for a change in zoning, including notice that the petition would be presented to the Board of County Commissioners of Lake County, Florida, on the 1st day of July 2025; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning and Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved.

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

Section 1. Terms: The County Manager or designee shall amend the Lake County Zoning Map to rezone the subject property from Neighborhood Commercial (C-1) District and Agriculture (A) District to Urban Residential (R-6) District for the property described in Exhibit "A". This Ordinance, upon its Effective Date, shall supersede and replace all previous zoning ordinances on the subject property.

Section 2. Development Review and Approval. Prior to the issuance of any permits, the Owner shall submit a preliminary plat, construction plans, and final plat for review and approval in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance 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 Ordinance.

Section 4. Filing with the Department of State. The clerk is hereby directed to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 5. Effective Date. This Ordinance shall become effective upon recordation of an associated Development Agreement to address the provision of wastewater services approved under Sections 163.3220-163.3243, Florida Statutes, known as the Florida Local Government Development Agreement Act, in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

Attachment "A" – Ordinance #2025-33 (Page 2 of 3)

Ordinance 2025-33 Mountain Lake Dr

ENACTED this 1st day of July, 2025.

FILED with the Secretary of State July 11, 2025

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

GARY COONEY, CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGALITY

7/7/25

MELANIE MARSH, COUNTY ATTORNEY

Attachment "A" – Ordinance #2025-33 (Page 3 of 3)

Exhibit "A" – Legal Description

Lots 1 through 9, Block 4, MOUNT PLYMOUTH SUBDIVISION, according to the plat thereof as recorded in Plat Book 8, Page 85A, of the Public Records of Lake County, Florida.

ALSO KNOWN AS

Lots 1 through 9, inclusive, Block 4, MT. PLYMOUTH SECTION"A", according to the plat thereof recorded in Plat Book 8, Pages 85 through 85D, inclusive, of the Public records of Lake County, Florida.

AND

Lots 1, 2 and 3, Block 5, MT. PLYMOUTH SECTION"A", according to the plat thereof as recorded in Plat Book 8, Pages 85 through 85D, of the Public Records of Lake County, Florida

AND

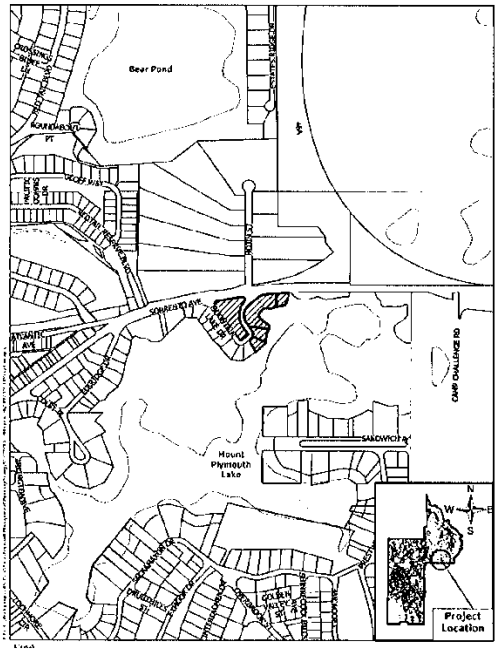
Lots 15 and 16, inclusive, Block 5, MT. PLYMOUTH SECTION "A", according to the plat thereof as recorded in Plat Book 8, Pages 85 through 85D, inclusive, Public Records of Lake County, Florida.

AND

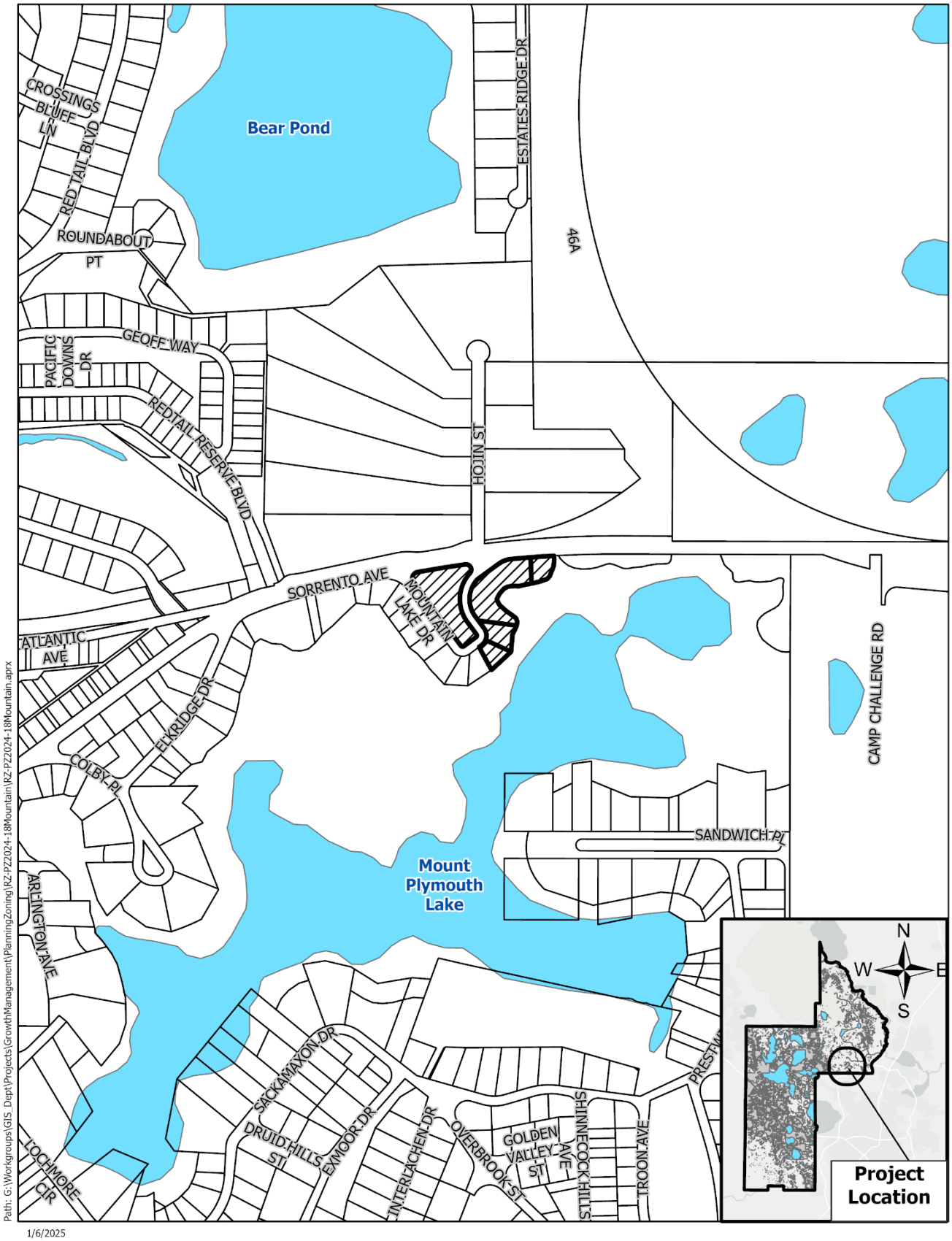
Lot 17, inclusive, Block 5, MT. PLYMOUTH SECTION "A", according to the plat thereof as recorded in Plat Book 8, Pages 85 through 85D, inclusive, Public Records of Lake County, Florida.

AND

Lots 4 through 14, inclusive, Block 5, MT. PLYMOUTH SECTION "A", according to the plat thereof as recorded in Plat book 8, Pages 85 through 85D, inclusive, Public Records of Lake County, Florida.



Map of Subject Property



FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT
(PZ2024-018 Mountain Lake Drive)

THIS DEVELOPMENT AGREEMENT ("Agreement") is by and between LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), and INNOVATIVE INVESTMENT GROUP OF CENTRAL FLORIDA, INC, a Florida Corporation ("Developer"), its successor or assigns, pursuant to the provisions of Sections 163.3220 through 163.3243, Florida Statutes, known as the Florida Local Government Development Agreement Act ("Act").

WHEREAS, the purpose of the Act is to provide assurances to the Developer that upon receipt of their development permit they may proceed in accordance with existing laws and policies subject to conditions of a development agreement, which strengthens the public planning process and assures that there are adequate capital facilities for the development; and

WHEREAS, Section 14.18.00, Lake County Code, Appendix E, Land Development Regulations, entitled *Development Agreement Act,* was enacted by the Board of County Commissioners ("Board") to carry out the provisions of the Act; and

WHEREAS, on September 29, 2023, Developer did purchase certain real property ("Developer Property") located in Section 28, Township 19 South, Range 28 East, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference. The Developer Property at the time of purchase was zoned with a mixture of Neighborhood Commercial (C-1) District, Agriculture (A) District, and Urban Residential (R-6) District, with an underlying future land use of Mt. Plymouth-Sorrento Receiving Area; and

WHEREAS, on or about June 25, 2024, Developer filed a rezoning application with the County to amend the zoning maps on a portion of the Developer Property from Neighborhood Commercial (C-1) District and Agriculture (A) District to Urban Residential (R-6) District so that all lots could be developed under the same zoning district; and

WHEREAS, at a public hearing held July 1, 2025, the Board did approve the rezoning application subject to the parties entering into a Development Agreement under the Act to govern the type of wastewater disposal system to be utilized when a residential subdivision is developed.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. **Legal 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 Agreement upon adoption hereof.

2. **Legal Description and Legal Owners**: The Developer Property, as described in **Exhibit A**, is owned by Innovative Investment Group of Central Florida, Inc., a Florida corporation.

3. **Allowed Development Uses:** Residential uses are allowed as set forth in the Mt. Plymouth-Sorrento Receiving Area Future Land Use and the R-6 zoning district.

4. **Description of Public Facilities to Service Development:** The Developer shall utilize a Distributed Wastewater Treatment System ("DWTS") to serve any home constructed on the Developer Property described in **Exhibit A.** The DWTS shall be installed as part of the construction of each residential dwelling. The Developer, its successor assigns, shall be responsible for operation and maintenance of the DWTS. All other public facilities shall be constructed, owned and maintained as set forth in the applicable Land Development Regulations, Lake County Code, Comprehensive Plan or state regulations, that are in effect at the time approvals are sought or building permits are applied for. Nothing herein shall require the County to assume ownership or maintenance for any public facilities constructed as part of this development unless the County voluntarily assumes such obligations.

5. **Description of any Reservation or Dedication of Land:** Reservations or dedications of land shall be governed by the applicable provisions of the Land Development Regulations, Lake County Code, Comprehensive Plan, or state regulations, that are in effect at the time approvals are sought or building permits are applied for. Nothing herein shall require the County to assume ownership or maintenance for any reservations or dedications of land required for this development unless the County voluntarily assumes such obligations.

6. **Description of all Local Development Permits Needed:** The Developer shall obtain all approvals and permits as required by the applicable provisions of the Land Development Regulations, Lake County Code, Comprehensive Plan, or state regulations, in effect at the time approvals are sought or building permits are applied for.

7. **Consistency with Comprehensive Plan and Land Development Regulations.** The proposed development of a residential subdivision is consistent with the County's Land Development Regulations and Comprehensive Plan as of the Effective Date of this Agreement.

8. **No Waiver of Legal Requirements:** The Developer hereby agrees that failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitted requirements, conditions, terms, or restrictions.

9. **Duration of Agreement:** This Agreement shall remain in effect for ten (10) years from the date it is approved at the final public hearing, or until such time as the last residential unit is constructed on the Developer Property, whichever comes first. This Agreement may be extended by mutual consent of the County and Developer, subject to a public hearing in accordance with Section 163.3225, Florida Statutes, as amended, and Section 14.18.03, Lake County Code, Appendix E, Land Development Regulations, as amended.

10. **Periodic Review:** The County shall review the land subject to this Agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms outlined herein. If the County finds, since substantial competent evidence, that there has

been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the County.

11. **Enforcement:** Any party or aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes, as amended, may file an action for injunctive relief in the circuit court sitting in Lake County, Florida, to enforce the terms of this Agreement or to challenge compliance of this Agreement with the Act.

12. **Notices:** 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, addressed as follows:

If to DEVELOPER:
Innovative Investment Group of Central Florida, Inc.
Attn: Andrew Kager, President
5604 Sydonie Drive
Mount Dora, Florida 32757

If to COUNTY:
Lake County Manager
315 W. Main Street
P.O. Box 7800
Tavares, Florida 32778

With a Copy to:
Lake County Attorney
315 W. Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

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

14. **Amendment or Cancellation**: This Agreement may be amended or canceled by mutual consent of the parties or by their successors in interest. A party or its designated successor in interest may amend or cancel this Agreement without securing the consent of other parcel owners whose property was originally subject to this Agreement unless the amendment or cancellation directly modifies the allowable uses or entitlements of such property owners' property.

15. **Recording and Effective Date:** Within fourteen (14) days after the County approves this Agreement, the County shall record the agreement with the Lake County Clerk of the Circuit Court. This Agreement shall not become effective until it is properly recorded in the Official Records of the public records of Lake County, Florida. The burdens of this Agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest of the parties hereto. The Developer shall pay the recording fees.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the DEVELOPER through its duly authorized representative.

DEVELOPER
INNOVATIVE INVESTMENT GROUP OF CENTRAL FLORIDA, INC.

Andrew Kager, President

This 1st day of April, 2026.

COUNTY
LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh
County Attorney

EXHIBIT A: DEVELOPER PROPERTY LEGAL DESCRIPTION

Lots 1 through 9, Block 4, MOUNT PLYMOUTH SUBDIVISION, according to the plat thereof as recorded in Plat Book 8, Page 85A, of the Public Records of Lake County, Florida.

ALSO KNOWN AS

Lots 1 through 9, inclusive, Block 4, MT. PLYMOUTH SECTION"A", according to the plat thereof recorded in Plat Book 8, Pages 85 through 85D, inclusive, of the Public records of Lake County, Florida.

AND

Lots 1, 2 and 3, Block 5, MT. PLYMOUTH SECTION"A", according to the plat thereof as recorded in Plat Book 8, Pages 85 through 85D, of the Public Records of Lake County, Florida

AND

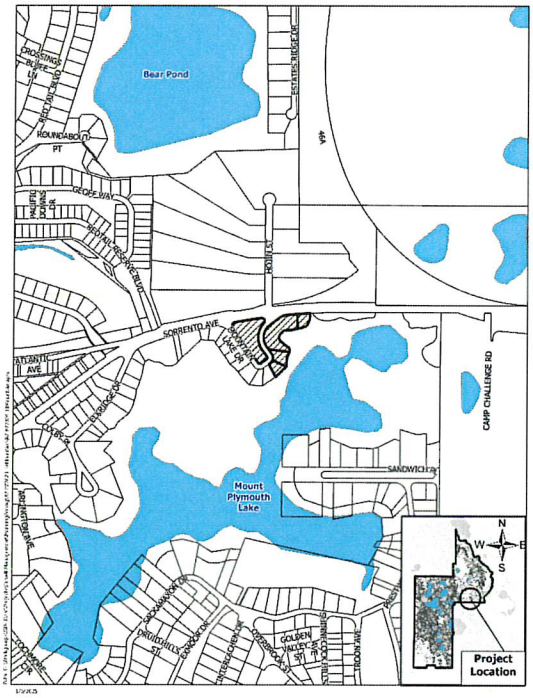
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AND

Lot 17, inclusive, Block 5, MT. PLYMOUTH SECTION "A", according to the plat thereof as recorded in Plat Book 8, Pages 85 through 85D, inclusive, Public Records of Lake County, Florida.

AND

Lots 4 through 14, inclusive, Block 5, MT. PLYMOUTH SECTION "A", according to the plat thereof as recorded in Plat book 8, Pages 85 through 85D, inclusive, Public Records of Lake County, Florida.



REZONING STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	3
Public Hearings:	Planning & Zoning Board (PZB): March 4, 2026 (Continued) Planning & Zoning Board (PZB): May 6, 2026 Board of County Commissioners (BCC): June 9, 2026
Case No. and Project Name:	PZ2025-334, Haines Creek Estates PUD Amendment
Commissioner District:	District 3-Commissioner Kirby Smith
Applicant(s):	Burgland LH Haines Creek Estates, LLC
Owner(s):	Burgland LH Haines Creek Estates, LLC
Requested Action:	Amend and restate Planned Unit Development (PUD) Ordinance #2023-36, for property identified as alternate key numbers 1387728, 1387736, 1387779 and 3829154 to amend Section D, Architectural Design Standards.
Staff Determination:	Staff finds the rezoning, Planned Unit Development amendment, consistent with the Land Development Regulations (LDR) and Comprehensive Plan.
Case Manager:	Leslie Regan, Senior Planner
PZB Recommendation:	Unanimous approval on regular agenda

Property Information

Size:	46.43 +/- acres
Location:	South of Goose Creek Road, north of Eagle Point Ct. in the unincorporated area of Lake County
Alternate Key No.:	1387728, 1387736, 1387779, and 3829154
Future Land Use:	Urban Low Density (Attachment “A”)
Current Zoning District:	Planned Unit Development (PUD) (Attachment “B”)
JPA/ISBA:	NA
Flood Zone(s):	NA
(BMAP) Location:	Upper Ocklawaha

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban Low Density	Mixed Residential (RM) and Medium Suburban Residential (R-6)	Residential	Single-Family Dwelling Units
South	Urban Low Density	Medium Suburban Residential (R-6)	Vacant and Residential	Single-Family Dwelling Unit
East	Urban Low Density	Mixed Residential (RM), Estate Residential (R-2), and Medium Suburban Residential (R-6)	ROW, Residential	Holland Drive ROW Shangri-La Shores Phase 1 Trinity Trail Subdivision Lake Eustis Village Subdivision Eagle Point Subdivision and Single-Family Dwelling Units
West	Conservation	Agriculture Residential (AR) and Medium Suburban Residential (R-6)	Conservation	Undeveloped land

- Summary of Analysis -

The subject parcels are identified by Alternate Key Numbers 1387728, 1387736, 1387779 and 3829154 and contain approximately 46.43+/- acres. The subject parcels are located South of Goose Creek Road and north of Eagle Point Court. The subject parcels are zoned as Planned Unit Development (PUD) and designated with an Urban Low Density Future Land Use Category (FLUC) by the 2030 Comprehensive Plan. Pursuant to Ordinance #2023-36, approved by the Board of County Commissioners on June 6, 2023, the subject property is approved to be developed as a single-family residential subdivision, but current uses are agriculture timber, agriculture homestead and vacant lands. Ordinance #2023-36 included architectural design standards governing building design elements such as facades, minimum structure sizes, garage entry orientation, roof pitch, shingle materials, and exterior finishes. Subsequent to the approval of PUD Ordinance #2023-36, the Florida Legislature amended Section 163.3202, Florida Statutes, to prohibit local governments from regulating specified building design elements in a planned unit development adopted after July 1, 2023. In response to the statutory change, the Lake County Board of County Commissioners approved Ordinance 2023-60 and Ordinance 2023-50, which removed roof pitch requirement for single family homes and the minimum requirement for size of single-family homes constructed in Lake County from the LDR.

The Applicant now seeks to amend PUD Ordinance #2023-36 Section D, entitled *Architectural Design Standards*, as follows:

- To reduce the minimum square feet of living area required for the single-family units from 1,500 square feet to 1,200 square feet
- To remove the roof pitch minimum requirement

- To remove the specific building material and color requirement for the exterior of the home
- To remove the language requiring Architectural Design Standards be placed in the Homeowner Association's declarations (Attachment C-redlined PUD).
- Update transportation improvement per agreements.

May 6, 2026, Planning & Zoning Board (PZB) Meeting Summary -

This case continued from the March Planning and Zoning meeting. The case was moved to the regular agenda due to opposition being received. Staff presented the case and the Applicant provided a narrative of the case as well. The Planning and Zoning Commission voted 7-0 to approve the agenda item.

Table 1. Existing and Proposed Development Standards.

	Zoning District	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space	Building Height
Existing	Planned Unit Development (PUD)	145	No Change	.60	25%	40-Feet
Proposed	No change	No Change	No Change	No Change	No Change	No Change

For background purposes, the subject property was rezoned from Agriculture Residential District (AR) and Urban Residential District (R-6) to Planned Unit Development District (PUD) accommodating the 145-lot single-family residential subdivision on June 6, 2023. Construction Plans were approved for this subdivision on November 21, 2024. Subdivision construction has not begun.

The Applicant provided a Project Narrative as shown on Attachment "C".

– Staff Analysis –

LDR Section 14.05.03 (Standards for Review)

A. Whether the rezoning is in conflict with any applicable provisions of the Code (Land Development Regulations).

The application seeks to amend the Planned Unit Development Ordinance #2023-36 Section D entitled *Architectural Design Standards.* Since the approval of this Planned Unit Development, the roof pitch requirement and the minimum square footage for single family dwelling units were repealed from the LDR in September of 2023. The proposed amendment is consistent with Chapter 4.03.01 entitled *"PUD" Planned Unit Development District Purpose and Intent* which states Planned Unit Developments are intended to provide for land to be used more effectively, and to allow a diversification of uses, structures and open space.

New development will be required to meet all criteria specified in the LDR, as amended.

B. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

The Applicant seeks to remove certain architectural design elements from an existing PUD approved under Ordinance #2023-36. Since the requested change addresses community aesthetics rather than density or other public infrastructure components, the request change is consistent with all elements of the Comprehensive Plan.

C. Whether, and the extent to which, the proposed rezoning is inconsistent and proposed land uses.
The proposed request is consistent with the Land Use Regulations Section 4.03.00 "PUD" Planned Unit Development District "Purpose and Intent", in allowing a diversification of uses, structures and open space. The proposed amendment will allow for a more diverse development program for the Planned Unit Development (PUD).

D. Whether there have been changed conditions that justify a rezoning.
The changed condition that justifies the Planned Unit Development amendment is Ordinance #2023-60 and #2023-50 which repealed the roof pitch and minimum dwelling size requirements from the Lake County Land Use Regulations.

E. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and fire and emergency medical facilities.
Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service to public facilities and services.

Water and Sewage

Water and sewer are provided to the development by Lakeside Waterworks.

Schools

Lake County Schools reviewed the application and determined that the Planned Unit Development (PUD) has a valid school concurrency reservation. (Attachment "D").

Parks

The proposed rezoning is not anticipated to adversely impact park capacity or levels of service.

Solid Waste

The proposed request is not anticipated to adversely impact solid waste capacities or levels of service.

Public Safety

Lake County Fire Station #72 is located .95 miles from the subject property at 12340 CR 44, Leesburg. Fire protection, water supply and emergency access will be addressed during the site plan review process, should the conditional use permit be approved by the Board.

Transportation Concurrency

The Planned Unit Development Department has already had transportation comments reviewed and approved. No requested change will affect transportation levels of service as mentioned above.

F. Whether, and the extent to which, the proposed rezoning would result in significant adverse impacts on the natural environment.

Any required State permitting or mitigation will be obtained before development can commence. All sensitive resources will be addressed through the development review process. New development will be required to meet all criteria specified by the Comprehensive Plan and Land Development Regulations (LDR).

G. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

The Applicant provided a statement stating there would be no effect on property values in their Project Narrative (Attachment "E").

H. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

Due to the repeal of the roof pitch and minimum dwelling size regulations for Lake County, the request to remove the language from the Planned Unit Development follows an orderly and logical pattern.

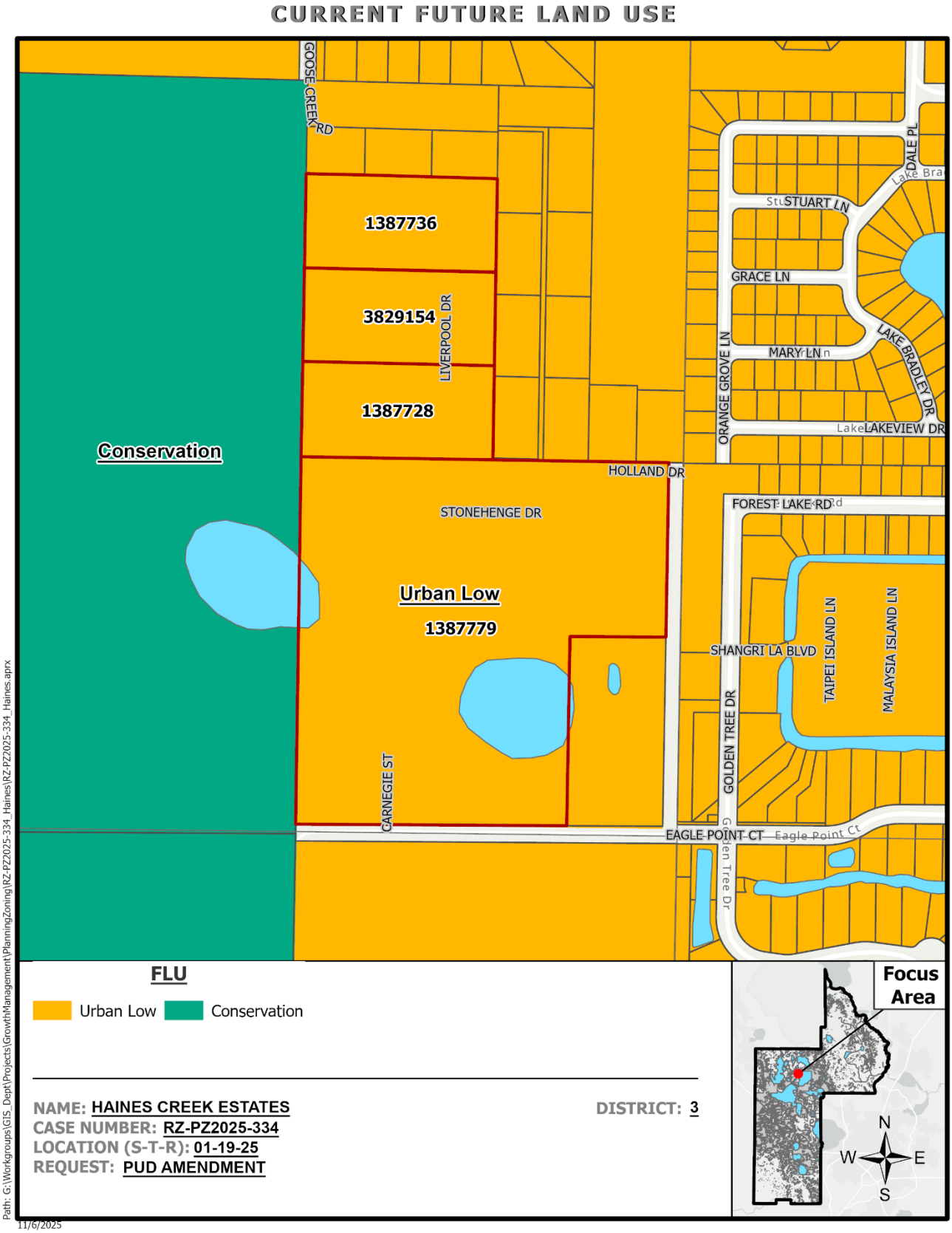
I. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these Regulations.

The proposed rezoning application is in harmony with the general intent of the Comprehensive Plan and LDR as stated in Sections A through H above.

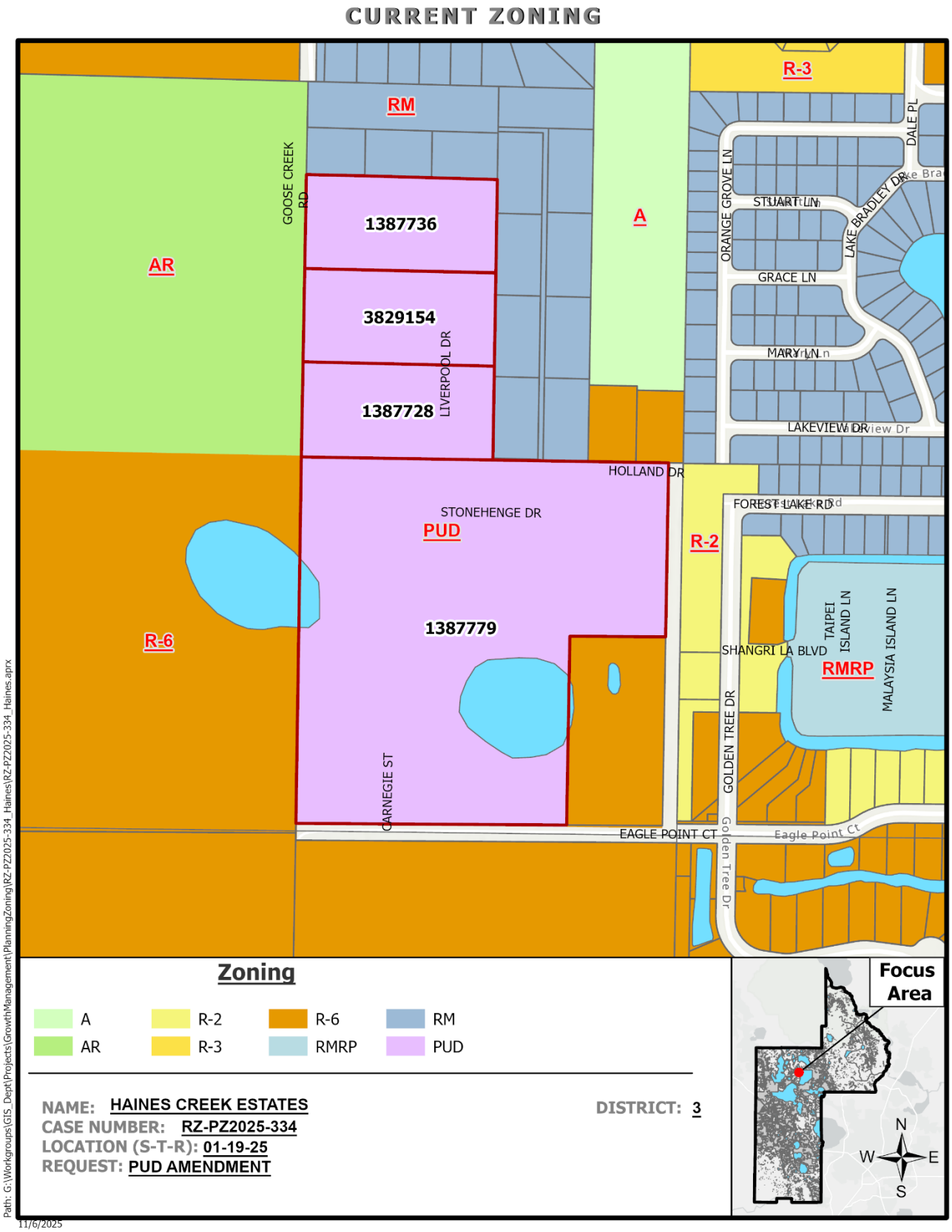
J. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

None

Attachment "A" – Future Land Use Map



Attachment "B" – Zoning District Map



Attachment "C" – Redlined PUD

ORDINANCE #202___2-_____

Goose Creek PUD

RZ-22-08-3_____

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Burgland LH Haines Creek EstatesInvestments, LLC (the "Applicant" and "Owners") submitted an application on behalf of Burgland Investments, LLC and John Stoneburner Inc. (the "Owners") to rezone approximately 46.43 +/- acres from Agriculture Residential (AR) and Urban Residential District (R-6) to Planned Unit Development (PUD) to accommodate a 145-lot single-family residential subdivision; and

WHEREAS, the subject property consists of approximately 46.43 +/-acres located south of Goose Creek Road in the Leesburg Area, in Section 01, Township 19 South, Range 25 East, identified by Alternate Key Numbers 1387728, 1387736, 1387779, and 3829154, and more particularly in Exhibit "A" – Legal Description; and

WHEREAS, the subject property is located within the Urban Low Density Future Land Use Category as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM); and

WHEREAS, the subject property is located within the will be rezoned to Planned Unit Development (PUD) zoning district in accordance with the Lake County Zoning RegulationsMap; and

WHEREAS, the subject property will be rezoned to the PUD zoning district in accordance with the Lake County Zoning Regulations; and

WHEREAS, Lake County Planning and Zoning Board did review petition RZ-_____22-08-3 on the ____7th day of September _____202562, after giving notice of a hearing for a change in the use of land, including a notice that the petition will be presented to the Board of County Commissioners of Lake County, Florida, on the 4th _____day of October _____202562, and was postponed to the 11th Day of October; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning & Zoning Board, staff report, and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved; and

WHEREAS, the approval of this ordinance shall supersede and replace all previous zoning ordinances on the property.

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

Section 1. Terms: The County Manager or designee shall amend the Lake County Map to Planned Unit Development (PUD) for the property described in Exhibit "A". The uses of the property will be limited to those uses specified in this Ordinance and generally consistent with the Conceptual Plan attached hereto as Exhibit "B". To the extent there are conflicts between Exhibit "B" and this Ordinance, this Ordinance will take precedence.

A. Permitted Land Uses.

1. A maximum of 145 Single-Family Dwelling Units, not to exceed 3.46 dwelling units per

Attachment "C" – Redlined PUD (2)

net acre. A mandatory Homeowners Association must be established.

2. Accessory uses directly associated with the above use may be approved by the County Manager or designee.

3. Any other use of the site not specified above will require approval of an amendment to this Ordnance by the Board of County Commissioners.

B. **Open Space, Impervious Surface Ratio, and Building Height**. Open space, impervious surface ratio and building height shall be in accordance with the Comprehensive Plan and LDR, as amended.

1. Minimum 25% open space required in accordance with the Comprehensive Plan.

2. Impervious surface ratio and building height shall be in accordance with the Comprehensive Plan, and LDR, as amended.

C. **Setbacks**. The minimum setback for Single-Family Dwelling Units shall be as follows:

Development Type	Front	Secondary Front	Side	Rear
Single-Family Residence	25-feet	15-feet	5-feet	20-feet
Accessory Structures	25-feet	15-feet	5-feet	5-feet
Note: Pools, pool enclosures, screen rooms, and associated pool enclosures shall have side and rear setbacks of 5-feet from the property line.				

1. All setbacks must be measured from the property line.

2. With the exception of water dependent structures, all structures must be setback a minimum of fifty (50) feet from the jurisdiction wetland line.

3. Any setback not specified must be in accordance with the Land Development Regulations (LDR), as amended.

D. **Architectural Design Standards**. The following Standards shall apply to all development on the property.

1. Building Design.

a. Single-Family Residential (SFR) units shall be designed utilizing Craftsman, Bungalow, Florida Cracker/Low Country, Southern Living (front porch), or Historical Dubsdread style architectural design standards which shall require a variety of architectural features and materials such as stone, stucco, craftsman columns, porches, metal roofs, tile, shutters, decorative doors, etc. to achieve each architectural style.

b. Minimum structure size shall be ~~1,500~~1,200 square feet living area (heated and air-conditioned space.

c. Either side load or front load garage design may be utilized. All SFR units shall be designed and built with a 2-car garage minimum

d. Conversion of garage into living space shall be prohibited.

Attachment "C" – Redlined PUD (3)

e. Only architectural shingles may be utilized. ~~Roof pitch shall be a minimum of 5 to 12 pitch.~~

f. ~~Exterior finish shall be stucco/hardy board with stone or brick accents.~~

g. ~~All exterior colors shall be earth tones.~~

h. A minimum of two (2) off-street parking spaces shall be provided for each SFR lot and shall be shown on the plot plan for each SFR building permit application.

i. All amenities such as sidewalks, golf cart paths, sidewalks, pocket parks, or open space shall be dedicated to the public, owned and maintained by the Homeowner's Association, and accessible morning to dusk by lot owners. Amenities for residents shall include a dog park and one of the following: a tot lot, pocket park, or other passive and active recreational opportunities.

2. Driveway Access. All SFR units shall have a paved 2-car wide driveway access from garage to street (concrete or pavers). Only one (1) driveway access per lot. Double road frontage driveway access is prohibited.

3. Front yard fencing shall be limited to 4-feet in height.

4. RV Storage on lots with or without a SFR unit is prohibited.

5. ~~The Architectural Design Standards above shall be incorporated into the Homeowners Association declarations.~~

6. All areas of the Planned Unit Development shall maintain a grass height of 12 inches or less until such time as the PUD fully develops.

E. Bear Management.

1. Homeowners shall be required to use County approved, bear-resistant garbage carts, if available. If bear resistant garbage carts are not available, regular carts shall be modified to be bear or keeping cans in a secured location.

2. Homeowners shall not have bird and wildlife feeders that are not modified to exclude bears.

3. Homeowners shall be placed on notice that they are purchasing a property within an area known for Florida Black Bear habitat. New homeowners shall be given information published by the Florida Fish and Wildlife Conservation Commission regarding living among the Florida Black Bear and ways to reduce encounters.

4. All PUD requirements regarding the Florida Black Bear management shall be included in the homeowners' governing documents for the community and shall be enforced by the Homeowners Association for the property. Lake County shall have the right, but not the obligation, to enforce such provisions.

F. Landscaping, Buffering, and Screening.

1. Drought tolerant, native trees and drought tolerant, native vegetation shall be utilized for all street trees, landscape buffers, and stormwater retention/detention areas.

2. Best Management Practices for native landscaping and "right plant-right place" landscaping techniques shall be utilized in the design and installation of invasive exotic

Attachment "C" – Redlined PUD (4)

plant species in all landscape plantings is prohibited.

3. Smart Irrigation Best Management Practices shall be utilized for all landscape irrigation and shall incorporate soil moisture and rain sensors into the irrigation design.
4. Landscaping and screening shall be in accordance with the Comprehensive Plan and LDR, as amended.
5. A six (6) foot vinyl fence shall be installed by the developer adjacent to Lots 1-39 on the PUD plan.

G. Environmental Requirements.

1. An environmental assessment dated within six (6) months of the date the preliminary plat is submitted will be required to demonstrate the presence of vegetation, soils, threatened and endangered species that may exist on the site. Any State permitting or mitigation will be required before development can commence compliance in accordance with the Comprehensive Plan and LDR, as amended.
2. Wetland areas shall not be within any platted lot in accordance with the Comprehensive Plan.
3. Environmental resources shall be protected in accordance with the Comprehensive Plan and LDR, as amended.

H. Noise. Compliance must be in accordance with the LDR, as amended

I. Transportation.

1. Traffic calming will need to be included in the subdivision design utilizing the Florida Greenbook Traffic Calming Treatments and acceptable measures by Lake County.
2. Right-turn lanes are required on eastbound County Road 44 onto Goose Creek Road and Shelly Drive as allowed by existing right-of-way.
3. Access to the development will require improvements to meet county standards for the proposed extension of Goose Creek Road and Eagle Point Court.
4. The development shall access Goose Creek Road via a roadway within a 60' right of way (as shown on Exhibit "B") to be designed, permitted, and constructed by the developer,
5. The developer shall also extend Eagle Point Court west into the entrance of the proposed development. The developer shall complete these improvements at their sole cost and expense in order to obtain building permits. The developer shall obtain any and all right-of-way necessary for the improvements to connect to Eagle Point Court.
6. Sidewalks will be required per LDR, as amended.
7. All internal roads shall be designed to meet Lake County Road Design Standards.
8. Future road maintenance will be funded through the use of a municipal service taxing unit (MSTU), or municipal service benefit unit (MSBU) as authorized under Section 2 125.01(1)(q), Florida Statutes. Before or concurrent with any final plat or site plan approval, the Owner shall provide any documentation required by the County to impose an MSTU or MSBU, at the County's discretion, on the platted lots. Additionally, the Owner acknowledges and agrees that the MSTU or MSBU shall be collected as a non-

Added language- The Developer shall provide pavement resurfacing for the entire length of Goose Creek Road from CR 44 to the development entrance and provide stabilized shoulders along the road. All pavement markings along the road shall be updated with the pavement resurfacing.

Attachment "C" – Redlined PUD (5)

ad valorem assessment using the uniform method of collection set forth under Section 7 197.3632, Florida Statutes.

9. All access management shall be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.

J. Parking Requirements. Parking will be provided in accordance with the LDR, as amended, or as set forth in the Architectural Design Standards above.

K. Stormwater Management.

1. The stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.

2. The developer shall be responsible for any flood studies required for developing the site and comply with FEMA, Comprehensive Plan and LDR, as amended. Any development within the floodplain as identified on the FEMA maps will required compensating storage.

L. Utilities. Water and sewer shall be provided to the development by Lakeside waterworks. A copy of the utility service agreement shall be provided.

M. Lighting. All development will adhere to the dark-sky principles set forth in Section 3.09.00, LDR, as amended. These same provisions shall apply to individual lot owners as well as the common areas.

N. Signage. All signage must be in accordance with the LDR, as amended.

O. Schools. School Concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and LDR, as amended.

P. Concurrency Management Requirements. All development must comply with the Lake County Concurrency Management System, as amended.

Q. Development Review and Approval. Prior to the issuance of any permits, the Owner shall submit a preliminary plat, construction plans, and final plat generally consistent with the Conceptual Plan attached as Exhibit "B" for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

R. PUD Expiration. Physical development shall commence within three (3) years from the date of this Ordinance approval. Failure to commence construction within three (3) years of approval shall cause the revocation of this ordinance, in accordance with the Comprehensive Plan or superseding documents, as amended. Prior to expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work. Notwithstanding the foregoing, if at any time the developer is granted an extension of time pursuant to Section 252.363, Florida Statutes, or Section 7-5, Lake County Code, to the preliminary plat, construction plans, or final plat, commencement of physical development shall be equally extended so long as the development is proceeding in good faith and does not allow the originally extended development order to expire.

S. Future Amendments to Statutes, Code, Plans, and/or Regulations. The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County

Attachment "C" – Redlined PUD (6)

Comprehensive Plan, and Lake County LDR shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

Section 2. Conditions.

A. After establishment of the facilities as provided in this Ordinance, the property identified in this Ordinance may only be used for the purposes identified in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above-described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance will inure to the benefit of and will constitute a covenant running with the land and the terms, conditions, and provisions of this Ordinance, and will be binding upon the present Owner and any successor and will be subject to each condition in this Ordinance.

D. The transfer of ownership or lease of any or all the property described in this Ordinance must include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the LDR, as amended.

E. The Lake County Code Enforcement Special Master will have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. Severability: If any section, sentence, clause or phrase of this Ordinance 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 Ordinance.

Section 4. Filing with the Department of State. The clerk is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 5. Effective Date. This Ordinance will become effective as provided by law.

ENACTED this _____day of _____, 20262.

FILED with the Secretary of State _____, 20262.

EFFECTIVE _____, 20262.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Attachment "D" – School Concurrency

LAKE COUNTY SCHOOLS

201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · *www.lake.k12.fl.us*

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Tyler Brandeburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

May 13, 2025 **Via Email**

Mr. Chuck Hiott
Halff Engineering
902 N. Sinclair Avenue
Tavares, FL 32778

RE: Haines Creek Estates aka Goose Creek – Lake County
School Concurrency Capacity Reservation (District Project #LCS2021-35LOD3)
Alternate Keys: 1387728, 1387736, 1387779, 3829154

Dear Mr. Hiott:

School District staff have received a copy of the letter, dated March 6, 2025 indicating approval of a time extension for the construction plans for the project.

Based on Lake County's time extension approval of the construction plans the school capacity reservation has been extended to run with the County's construction plan expiration date(s). **The new expiration date is March 20, 2027.**

If you have any questions or require additional information, please do not hesitate to contact me at (352) 253-6694 or via email at lavalleyh@lake.k12.fl.us.

Sincerely,

Helen LaValley
Growth Planning Department

Attachment "E" – Project Narrative

Office of Planning and Zoning

Project Narrative Rezoning

In compliance with LDR Section 14.03.03, please answer the following questions:

1. Whether the rezoning is in conflict with any applicable provisions of the Code.
   No Conflicts
2. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.
   Amendment is consistent with all elements of the Comprehensive Plan
3. Whether, and the extent to which, the proposed rezoning is inconsistent with existing and proposed land uses.
   This is not inconsistent with the existing and proposed land uses
4. Whether there have been changed conditions that justify a rezoning
   No changed conditions
5. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.
   This does not have any additional demands on public facilities.

Attachment "E" – Project Narrative (Page 2)

6. Whether, and the extent to which, the rezoning would result in significant impacts on the natural environment.

   No impacts to natural environment

7. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

   This has no impact on property values in the area

8. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

   No changes in the development pattern

9. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

   There is no conflict with public interest

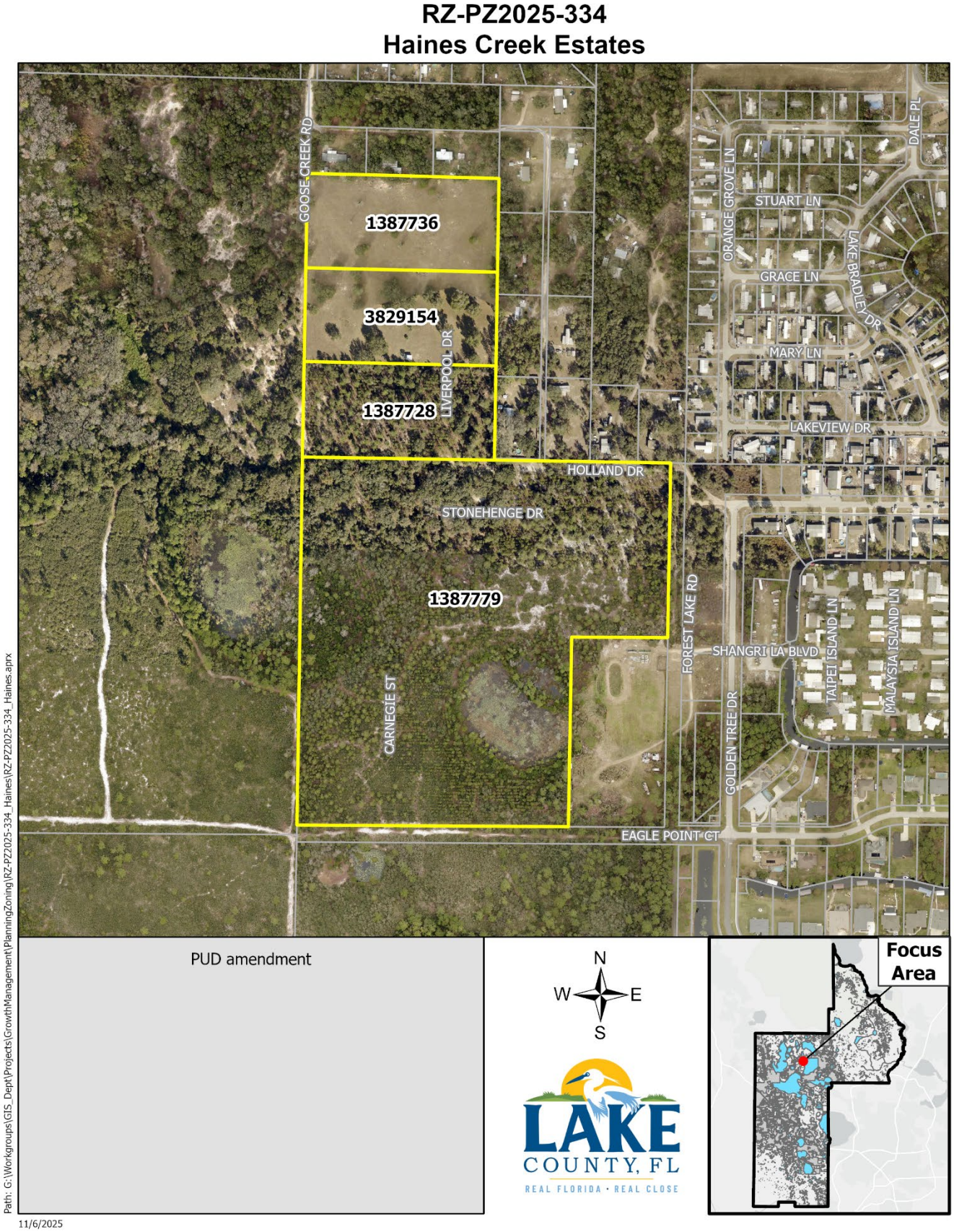
10. Any other matters that may be deemed appropriate by the Lake County Planning and Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

    N/A

Map of Subject Property



Aerial Map of Subject Property



ORDINANCE 2026 - _____

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; AMENDING AND RESTATING THE PLANNED UNIT DEVELOPMENT (PUD) ZONING, ORDINANCE NUMBER 2023-36 ON PROPERTY IDENTIFIED AS ALTERNATE KEY NUMBER(S) 1387728, 1387736, 1387779, AND 3829154 CURRENTLY ZONED PLANNED UNIT DEVELOPMENT (PUD) DISTRICT; LOCATED IN SECTIONS 01 TOWNSHIP 19 SOUTH, RANGE 25 EAST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Burgland LH Haines Creek Estates, LLC (the "Applicant" and "Owner") submitted a rezoning application to amend and restate the Planned Unit Development (PUD) zoning, Ordinance 2023-36, to amend language regarding architectural design standards with properties identified with Alternate Keys 1387728, 1387779, 1387776 and 3829154; and

WHEREAS, the subject property consists of approximately 46.43 +/- acres located on Goose Creek Road and Eagle Point Court, in the unincorporated Lake County area in Section 01, Township 19 South, Range 25 East, and more particularly described in Exhibit "A"; and

WHEREAS, the property is located within the Urban Low Density Future Land Use Category; and

WHEREAS, on the 6th day of June 2023, the Lake County Board of County Commissioners approved a rezoning of the subject property from Agriculture Residential (AR) to a Planned Unit Development (PUD), the current zoning and

WHEREAS, the Lake County Planning and Zoning Board did on the 3rd day of March 2026, review Petition PZ2025-334; after giving Notice of Hearing on petition for a change in the Planned unit Development (PUD), including notice that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 7th day of April 2026; the March 2026 Planning and Zoning Board hearing was postponed to the 6th day of May, 2026 at the request of the Applicant, postponing the Board of County Commissioners meeting to the 9th day of June 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning and Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that the language in Section D, Architectural Design Standards be amended as follows:

Section 1. **Terms:** The County Manager or designee shall amend the Lake County Map to Planned Unit Development (PUD) for the property described in Exhibit "A". The uses of the property will be limited to those uses specified in this Ordinance and generally consistent with the Conceptual Plan attached hereto as Exhibit "B". To the extent there

are conflicts between Exhibit "B" and this Ordinance, this Ordinance will take precedence.

A. Permitted Land Uses.

1. A maximum of 145 Single-Family Dwelling Units, not to exceed 3.46 dwelling units per net acre. A mandatory Homeowners Association must be established.
2. Accessory uses directly associated with the above use may be approved by the County Manager or designee.
3. Any other use of the site not specified above will require approval of an amendment to this Ordinance by the Board of County Commissioners.

B. Open Space, Impervious Surface Ratio, Floor Area Ratio and Building Height.

1. Minimum 25% open space required in accordance with the Comprehensive Plan.
2. Impervious surface ratio and building height shall be in accordance with the Comprehensive Plan, and LDR, as amended.

C. Setbacks. The minimum setback for residential development will be as follows:

Development Type	Front	Secondary Front	Side	Rear
Single-Family Residence	25-feet	15-feet	5-feet	20-feet
Accessory Structures	25-feet	15-feet	5-feet	5-feet

1. All setbacks must be measured from the property line.
2. Note: Pools, pool enclosures, screen rooms, and associated pool enclosures shall have side and rear setbacks of 5-feet from the property line.
3. With the exception of water dependent structures, all structures must be setback a minimum of fifty (50) feet from the jurisdiction wetland line.
4. Any setback not specified must be in accordance with the LDR, as amended.

D. Architectural Design Standards. The following Standards shall apply to all development on the property.

1. Building Design
    a. Single-Family Residential (SFR) units shall be designed utilizing Craftsman, Bungalow, Florida Cracker/Low Country, Southern Living

(front porch), or Historical Dubsdread style architectural design standards which shall require a variety of architectural features and materials such as stone, stucco, craftsman columns, porches, metal roofs, tile, shutters, decorative doors, etc. to achieve each architectural style.

b. Minimum structure size shall be 1,200 square feet living area (heated and air-conditioned space).

c. Either side load or front load garage design may be utilized. All SFR units shall be designed and built with a 2-car garage minimum

d. Conversion of garage into living space shall be prohibited.

e. Only architectural shingles may be utilized.

f. A minimum of two (2) off-street parking spaces shall be provided for each SFR lot and shall be shown on the plot plan for each SFR building permit application.

g. All amenities such as golf cart paths, sidewalks, pocket parks, or open space shall be dedicated to the public, but owned and maintained by the Homeowner's Association, and accessible morning to dusk by lot owners. Amenities for residents shall include a dog park and one of the following: a tot lot, pocket park, or other passive and active recreational opportunities.

2. Driveway Access. All SFR units shall have a paved 2-car wide driveway access from garage to street (concrete or pavers). Only one (1) driveway access per lot. Double road frontage driveway access is prohibited.

3. Front yard fencing shall be limited to 4-feet in height.

4. RV storage on lots with or without a SFR unit is prohibited.

5. All areas of the Planned Unit Development shall maintain a grass height of 12 inches or less until such time as the PUD fully develops.

E. Bear Management.

1. Homeowners shall be required to use County approved, bear-resistant garbage carts, if available. If bear-resistant garbage carts are not available, regular carts shall be modified to be bear-resistant or keep cans in a secured location.

2. Homeowners shall not have bird and wildlife feeders that are not modified to exclude bears.

3. Homeowners shall be placed on notice that they are purchasing a property within an area known for Florida Black Bear habitat. New homeowners shall be given information published by the Florida Fish and Wildlife Conservation Commission regarding living among the Florida Black Bear and ways to reduce encounters.

4. All PUD requirements regarding the Florida Black Bear management shall be

included in the homeowner governing documents for the community and shall be enforced by the homeowner's association for the property. Lake County shall have the right, but not the obligation, to enforce such provisions.

F. Landscaping, Buffering, and Screening. Landscaping, buffering and screening shall be in accordance with the Comprehensive Plan and LDR, as amended.

1. Drought tolerant, native trees, and drought tolerant, native vegetation shall be utilized for all street trees, landscape buffers, and stormwater retention/detention areas.
2. Perimeter buffers shall consist of canopy and understory trees and plants utilizing 100% Florida native plant materials from the IFAS list. Exotic/invasive species shall be removed. Existing vegetation located along the perimeter of the PUD may be used to count towards the minimum perimeter landscaping requirement.
3. Best Management Practices for native landscaping and "right plant-right place" landscaping techniques shall be utilized in the design and installation of invasive exotic plant species in all landscape plantings is prohibited.
4. The HOA shall manage buffer areas in accordance with a management plan that protects native habitats and limits the proliferation of nuisance/exotic vegetative species. A copy of the management plan will be provided to the County.
5. Smart Irrigation Best Management Practices shall be utilized for all landscape irrigation and shall incorporate soil moisture and rain sensors into the irrigation design.
6. Landscaping and screening shall be in accordance with the Comprehensive Plan and LDR, as amended.
7. A six (6) foot vinyl fence shall be installed by the developer adjacent to Lots 1-39 on the PUD plan.

G. Environmental Requirements.

1. Environmental resources shall be protected in accordance with the Comprehensive Plan and LDR, as amended.

H. Noise. Compliance must be in accordance with the LDR, as amended.

I. Transportation. All access management shall be in accordance with the Comprehensive Plan and LDR, as amended.

1. Traffic calming will need to be included in the subdivision design utilizing the Florida Greenbook Traffic Calming Treatments and acceptable measures by Lake County.

2. The Developer shall provide pavement resurfacing for the entire length of Goose Creek Road from CR 44 to the development entrance and provide stabilized shoulders along the road. All pavement markings along the road shall be updated with the pavement resurfacing.
3. Right turn lanes are required on eastbound County Road 44 onto Goose Creek Road and Shelly Drive as allowed by existing right-of-way.
4. Access to the development will require improvements to meet county standards for the proposed extension of Goose Creek Road and Eagle Point Court.
5. The development shall access Goose Creek Road via a roadway within a 60' right of way (as shown on Exhibit "B") to be designed, permitted, and constructed by the developer,
6. The developer shall also extend Eagle Point Court west into the entrance of the proposed development. The developer shall complete these improvements at their sole cost and expense in order to obtain building permits. The developer shall obtain any and all right-of-way necessary for the improvements to connect to Eagle Point Court.
7. Sidewalks will be required per LDR, as amended.
8. All internal roads shall be designed to meet Lake County Road Design Standards.
9. Future road maintenance will be funded through the use of a municipal service taxing unit (MSTU), or municipal service benefit unit (MSBU) as authorized under Section 125.01(1)(q), Florida Statutes. Before or concurrent with any final plat or site plan approval, the Owner shall provide any documentation required by the County to impose an MSTU or MSBU, at the County's discretion, on the platted lots. Additionally, the Owner acknowledges and agrees that the MSTU or MSBU shall be collected as a non- ad valorem assessment using the uniform method of collection set forth under Section 197.3632, Florida Statutes.
10. All access management shall be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.

J. Stormwater Management.

1. The stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.

2. The Developer shall be responsible for any flood studies required for developing the site and comply with FEMA, Comprehensive Plan and LDR, as amended. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

K. Utilities. Potable water and wastewater services shall be provided by Lakeside Waterworks, a Florida Municipal Corporation.

L. Lighting. All development will adhere to the dark-sky principles set forth in Section 3.09.00, LDR, as amended. These same provisions apply to individual lot owners as well as to the common areas.

M. Signage. All signage must be in accordance with the LDR, as amended.

N. Schools. School Concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and LDR, as amended.

O. Concurrency Management Requirements. Any development must comply with the Lake County Concurrency Management System, as amended.

P. Development Review and Approval. Prior to the issuance of any permits, the Owner shall submit a preliminary plat, construction plans, and final plat generally consistent with the Conceptual Plan attached as Exhibit "B" for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

Q. PUD Expiration. Physical development shall commence within three (3) years from the date of this Ordinance approval. Failure to commence construction within three (3) years of approval shall cause the revocation of this ordinance, in accordance with the Comprehensive Plan or superseding documents, as amended. Prior to expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work. Notwithstanding the foregoing, if at any time the developer is granted an extension of time pursuant to Section 252.363, Florida Statutes, or Section 7-5, Lake County Code, to the preliminary plat, construction plans, or final plat, commencement of physical development shall be equally extended so long as the development is proceeding in good faith and does not allow the originally extended development order to expire.

R. Future Amendments to Statutes, Code, Plans, and/or Regulations. The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County LDR shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

Section 2. Conditions.

A. After establishment of the facilities as provided in this Ordinance, the property identified in this Ordinance may only be used for the purposes identified in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above-described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance will ensure the benefit of and will constitute a covenant running

with the land and the terms, conditions, and provisions of this Ordinance, and will be binding upon the present Owner and any successor and will be subject to each condition in this Ordinance.

D. The transfer of ownership or lease of any or all the property described in this Ordinance must include in the transfer or lease agreement a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the LDR, as amended.

E. The Lake County Code Enforcement Special Master will have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. **Severability.** If any section, sentence, clause, or phrase of this Ordinance 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 Ordinance.

Section 4. **No Estoppel.** Approval of this ordinance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

Section 5. **Filing with the Department of State.** The clerk is hereby directed to send a 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 upon recordation in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

ENACTED this _____day of _____, 2026.

FILED with the Secretary of State _____, 2026.

EFFECTIVE _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY

_____
MELANIE MARSH, COUNTY ATTORNEY

EXHIBIT "A", LEGAL DESCRIPTION.

EXHIBIT "A" – LEGAL DESCRIPTION (PAGE 1 OF 2)

ALTERNATE KEY 1387728 AND 1387779 –

The Southeast 1/4 of the Southeast 1/4, less the South 685 feet of the East 380 feet, Less Road Right-of-Way, in Section 1, Township 19 South, Range 25 East, Lake County, Florida, and

The South 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 1, Township 19 South, Range 25 East, Lake County, Florida (hereinafter the "Land").

ALTERNATE KEY 1387736 –

The North 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 and the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4, all in Section 01, Township 19 South, Range 25 East, Lake County, Florida. Together with an easement for ingress and egress described as follows: an easement extending 182.56 feet, beginning at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 01, Township 19 South, Range 25 East, Lake County, Florida, thence running South across the West 20 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 01, and continuing South 147.44 feet across the West 15 feet of said Northeast 1/4 of the Southeast 1/4 of said Section 01 thereof. Also, an easement extending South 330 feet, across the East 5 feet of the Northwest 1/4 of the Southeast 1/4 of said Section 01 thereof.

LESS:

The North ½ of the Southwest ¼ of the Northeast ¼ of the Southeast ¼, Section 01, Township 19 South, Range 25 East, Lake County, Florida. Together with an easement for Ingress and Egress described as follows: an Easement extending 182.56 feet, beginning at the Northwest corner of the Northeast ¼ of the Southeast ¼ of Section 01, Township 19 South, Range 25 East, Lake County, Florida, thence running South across the West 20 feet of the Northeast ¼ of the Southeast ¼ of said Section 01, and continuing South 147.44 feet across the West 15 feet of said Northeast ¼ of the Southeast ¼ of said Section 01 thereof. Also, an easement extending South 330 feet, across the East 5 feet of the Northwest ¼ of the Southeast ¼ of said Section 01 thereof. Also an easement for ingress and egress over the following described parcel of land: The West 50 feet of the South ½ of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ and the West 50 feet of the North 170.46 feet of the North ½ of the Southwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 01, Township 19 South, Range 25 East, Lake County, Florida.

Together with an easement for ingress and egress over the following described property: The West 45 feet of the West 200 feet of the South 1/2 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 19 South, Range 25 East, Lake County, Florida.

EXHIBIT "A", LEGAL DESCRIPTION (CONTINUED)

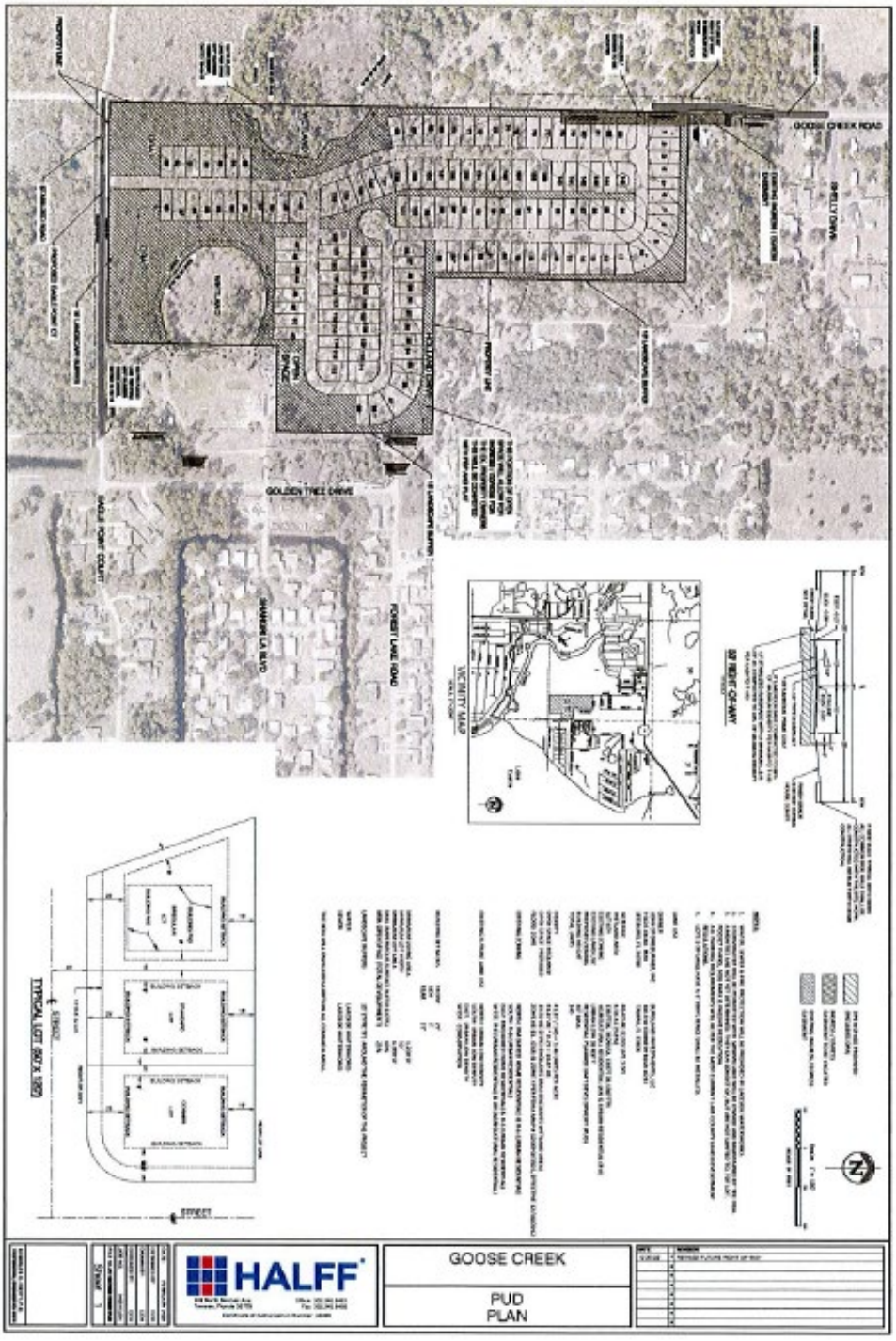
Ordinance #2023-36, Goose Creek PUD

EXHIBIT "A" – LEGAL DESCRIPTION (PAGE 2 OF 2)

ALTERNATE KEY 3829154 -

THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: AN EASEMENT EXTENDING 162.56 FEET, BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, THENCE RUNNING SOUTH ACROSS THE WEST 20 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 01, AND CONTINUING SOUTH 147.44 FEET ACROSS THE WEST 15 FEET OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 01 THEREOF. ALSO, AN EASEMENT EXTENDING SOUTH 330 FEET, ACROSS THE EAST 5 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 01 THEREOF. ALSO AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL OF LAND: THE WEST 50 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE WEST 50 FEET OF THE NORTH 170.46 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT "B", CONCEPTUAL PLAN



CONDITIONAL USE PERMIT STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	4
Public Hearings:	Planning & Zoning Board (PZB): May 6, 2026
	Board of County Commissioners (BCC): June 9, 2026
Case No. and Project Name:	PZ2026-76, Wiggins CR 439, LLC
Commissioner District:	District 4 –Commissioner Leslie Campione
Applicant(s):	Michael Rankin, LPG
Owner(s):	Wiggins CR 439 LLC, Gregory O. Wiggins
Requested Action:	Conditional Use Permit (CUP) approval on approximately 20.06 +/- acres to allow utility services associated with a well drilling and repair facility and other associated uses within the Agriculture (A) District.
Staff Determination:	Staff finds the Conditional Use Permit application consistent with the Land Development Regulations (LDR) and Comprehensive Plan.
Case Manager:	Leslie Regan / Senior Planner
PZB Recommendation:	Approved on regular agenda 6-1

Subject Property Information

Size:	20.06 +/- acres
Location:	East of CR 439, south of CR 44A in unincorporated Lake County
Alternate Key No.:	1039525
Future Land Use:	Rural (Attachment “A”)
Existing Zoning District:	Agriculture (A) District (Attachment “B”)
JPA/ISBA:	N/A
Overlay/Rural Protection Area:	Wekiva-Ocala River Protection Area and Wekiva Study Area (Attachment “C”)
Flood Zone:	”X”
BMAP Location:	Middle St. Johns

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Rural	Agriculture (A) and Planned Unit Development (PUD)	Residential and Civic Use	Single-Family and Vacant Parcel for Cultural Arts and History Center
South	Rural	Agriculture (A)	Residential and Agriculture	Ornamental nursery and Single-Family
East	Rural	Agriculture (A)	Residential	Single-Family and Vacant Residential
West	Rual	Agriculture (A) and Agricultural Residential (AR)	Residential	Single-Family and Vacant Residential

- May 6, 2026, Planning and Zoning Board (PZB) Meeting Summary-

Staff presented the case under the regular agenda. The PZB expressed concerns with the use of the property and being classified as a utility. Staff reintegrated the definition of Utility Major per the LDR. Further, language was recommended to be added to the ordinance to clarify hours of operation in emergency situations.

The Owner and representatives were present to address all concerns directly and the PZB voted 6-1 to approve the Conditional Use Permit with the additional language to allow for use of the property outside hours of operation in emergency situations.

- Summary of Analysis -

The Conditional Use Permit (CUP) application seeks approval of the construction of a utility services facility associated with well drilling and repair and other associated uses on a portion of the subject parcel (approximately 10.92 +/- acres), identified by Alternate Key 1039525 located on CR 439. The subject parcel is zoned as Agriculture (A) District; is designated with a Rural Future Land Use Category (FLUC) by the 2030 Comprehensive Plan; and located within the Wekiva – Ocala Rural Protection Area (WORPA) and Wekiva Study Area (WSA). The subject parcel is currently a vacant parcel of land used for cattle grazing (Attachment "C"). This use and other permitted Agriculture uses will continue on the entire parcel.

The proposed Concept Plan (Attachment "C") depicts two phases of development to facilitate the well-drilling and repair business, including the construction of a well-drilling and repair facility and other associated uses. The Conceptual Plan includes the following phasing:

- Proposed Phase I: Development will include a proposed 9,399 +/- square foot warehouse and office and an existing 3,978 +/- square foot barn for storage and parking of vehicles and equipment.
- Proposed Phase II: Development will include a 9,815+/- square foot flex space for storage and agricultural support services to include the sale and repair of electrical power equipment for emergency services during power outages due to storms and/or hurricanes, and storage of such equipment necessary for the business. The maximum building height is 35'.

The Applicant is proposing a Floor Area Ratio of 0.25, 35% impervious surface ratio and 60% open space, as shown on the Concept Plan. The buildings are setback from the front property line 241 feet with existing trees on

both side property lines as a natural buffer.

The subject property is located within the WORPA and WSA and the request is consistent with Comprehensive Plan Policy I-5.2.2, entitled *Land Use in the Wekiva-Ocala Rural Protection Area,* which states that within the WORPA, the future land use categories are limited to Rural, Conservation and Public Benefit. The Applicant is not requesting to amend the Rural Future Land Use Category. The proposed development is meeting this regulation.

The proposed Concept Plan (Attachment "C") is consistent with Comprehensive Plan Policy I-3.4.5, entitled *Development Design Standards,* which states that clustering of development to create large contiguous tract of common open space shall be an implemented design standard. The Concept Plan shows clustering of development towards the center of the lot, maintaining natural buffers of treed areas along both side property lines and large setbacks from all property lines to maintain the rural character of the area.

The subject property is located within the WORPA. The proposed project is consistent with Objective I-5.2, entitled the *Wekiva-Ocala Rural Protection Area,* that states it is intended to preserve rural density, character and lifestyles and to protect the ecological integrity of public and private lands. The proposed development is utilizing clustering of development away from adjacent properties, providing contiguous open space, allowing for wildlife corridor movement and proposing the use of natural vegetation along property boundaries to maintain the rural character of the area.

For background purposes, the property is currently a vacant parcel, with an Agriculture (A) use, livestock grazing on the property. The property was formerly a citrus grove before the 1990s. The Applicant proposes to maintain the livestock grazing use along with the proposed well-drilling facility on the entire 20.06 +/- acres.

The Applicant provided a Project Narrative as shown on Attachment "E".

– Staff Analysis –

LDR Section 14.05.03 (Standards for Review)

A. Consistency with the Comprehensive Plan and Local Code (Land Development Regulations).

The Applicant seeks a Conditional Use Permit for a well-drilling and repair facility providing essential utility service to rural areas and associated uses in Agriculture (A) zoning. Pursuant to LDR Section 3.01.03 entitled *Schedule of Permitted and Conditional Uses*, a utility service may be considered for approval as a conditional use within the Agriculture (A) zoning district. The proposed use is consistent with Comprehensive Plan Policy I-1.4.1, entitled *Elements of Rural Character,* which states that development within the Rural Future Land Use Category shall be consistent with the elements of rural character such as individuals parcels that are generally equal to or larger than 5 acres. The proposed parcel is 20.06+/- acres.

Also, this Policy states that Civic land uses shall be limited in distribution, scale and scope to serve the basic and special needs of rural areas and to ensure compatibility with the character of rural areas. The proposed Concept Plan is designed to maintain the rural characteristic of the area and provide support to the rural areas in the County.

The proposed Conditional Use Permit is consistent with Comprehensive Plan Policy I-1.4.4, entitled *Rural Future Land Use Category,* which states that the Rural Future Land Use Category provides for Rural Support functions where appropriate. The proposed use will support agriculture uses in the area that depend on individual wells for irrigation, provide repair and service to residential areas that currently utilize wells for potable water and provide the essential utility service to the area.

The Concept Plan is consistent with Comprehensive Plan Policy I-3.4.5, entitled *Development Design Standards,* which states that clustering of development to create large contiguous tract of common open space shall be an implemented design standard. The Concept Plan shows clustering of development towards the

center of the lot, maintaining natural buffers of treed areas along both side property lines and large setbacks from all property lines to maintain the rural character of the area.

The subject parcel is located within the Rural Future Land Use Category (FLUC). The request is consistent with Comprehensive Plan Policy I-5.2.2, entitled *Land Use in the Wekiva-Ocala Rural Protection Area*, and which limits the future land use to Rural FLUC.

New development will be required to meet all criteria specified by the Comprehensive Plan and LDR, as amended.

B. Effect on Adjacent Properties.

1. **The proposed conditional use will not have an undue adverse effect upon nearby property.**

   The proposed conditional use is not expected to have an undue adverse effect on nearby properties. The proposed facility hours of operation would be Monday through Friday, 8 a.m. to 5 p.m.

2. **The proposed conditional use is compatible with the existing or planned character of the neighborhood in which it would be located.**

   The proposed Conditional Use Permit provides an essential service to the nearby properties. The area is rural in nature, and the proposed Concept Plan is designed to maintain the rural character of the area by maintaining large setbacks from property lines, maintaining the natural buffers and proposing a low intensity of development that is consistent with the Rural Future Land Use Category.

   An environmental assessment was conducted on the property which indicated that there were no wetlands, flood plains or protected species onsite.

   Should the request be approved for future development it shall comply with WSA and WORPA Development Design Standards and the ordinance includes such conditions.

3. **All reasonable steps have been taken to minimize any adverse effect of the proposed conditional use on the immediate vicinity through design, landscaping, and screening.**

   The Applicant is proposing to utilize the existing tree lines on the side property lines to create a natural buffer between this property and the properties on the northern and southern border of the subject property. Furthermore, the buildings will be setback over 100’ from all property lines to create a greater separation from the residential uses nearby.

4. **The proposed conditional use will be constructed, arranged, and operated so as not to interfere with the development of neighboring property, in accordance with applicable district regulations.**

   Comprehensive Plan Policy I-1.4.4, entitled *Rural Land Use Category,* states that civic use is allowed within the Rural Future Land Use Category as a Conditional Use. Comprehensive Plan Policy I-1.4.3, entitled *Purpose of the Rural Future Land Use Series*, which states that the purpose of the Rural Future Land Use Series is to control the scale, appearance and operation of public and private uses to ensure compatibility with the rural character. The Applicant’s Concept Plan depicts the design incorporated to maintain the rural character of the area.

C. Adequacy of Public Facilities.

The proposed conditional use will be served by adequate public facilities including but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities. Levels of service established by the Comprehensive Plan Shall be considered.

Future development will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County’s adopted levels of service to public facilities and services.

Water and Sewer

Per Comprehensive Plan Policy I-1-4.4, the Applicant will be utilizing private well and septic for the subject property.

Parks

The proposed request is not anticipated to adversely impact parks as it is a non-residential use.

Solid Waste

The proposed request is not anticipated to adversely impact solid waste capacities or levels of service.

Transportation

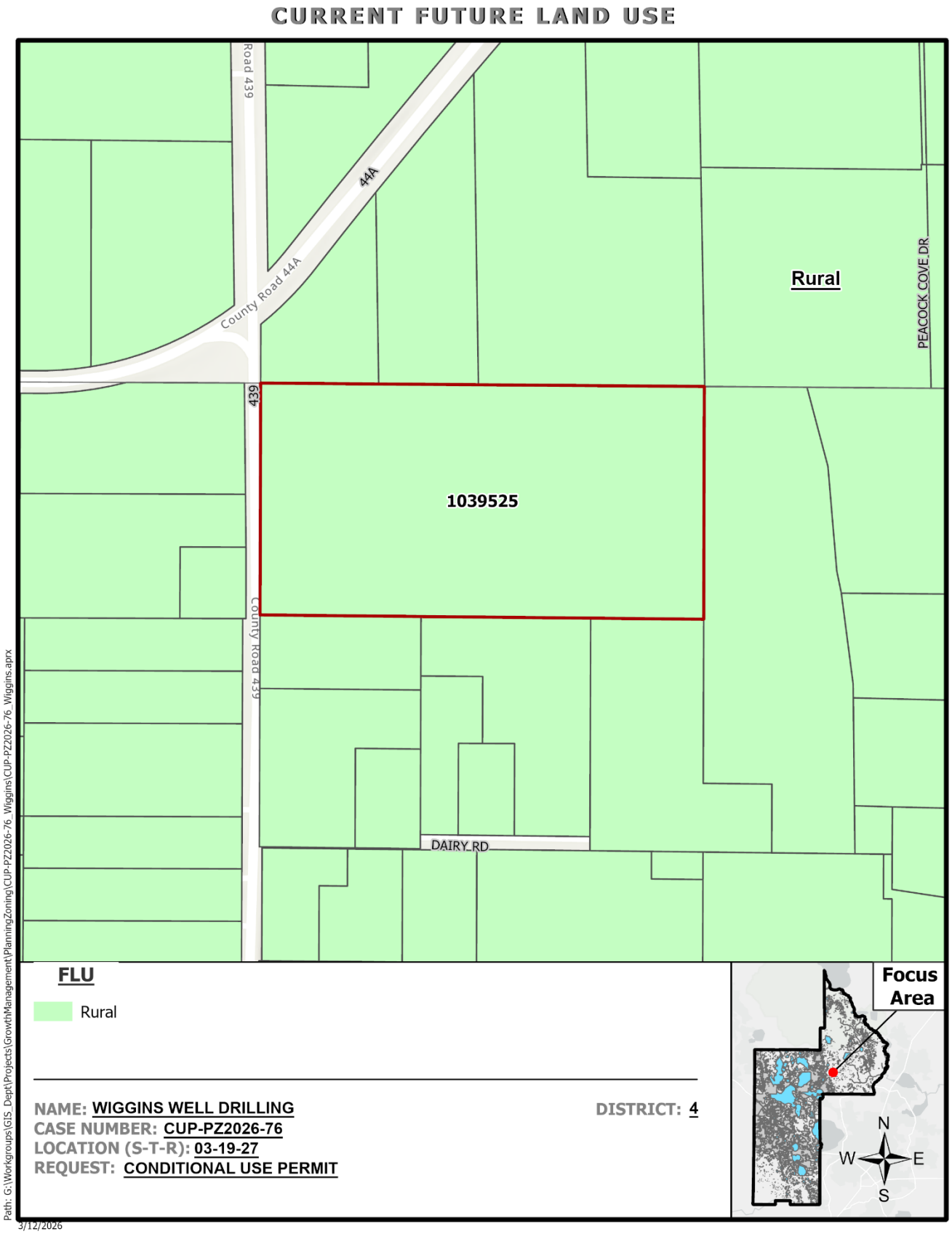
The proposed request is not anticipated to adversely impact transportation levels of service, transportation has approved the traffic exemption for the subject property.

D. Adequacy of Fire Protection.

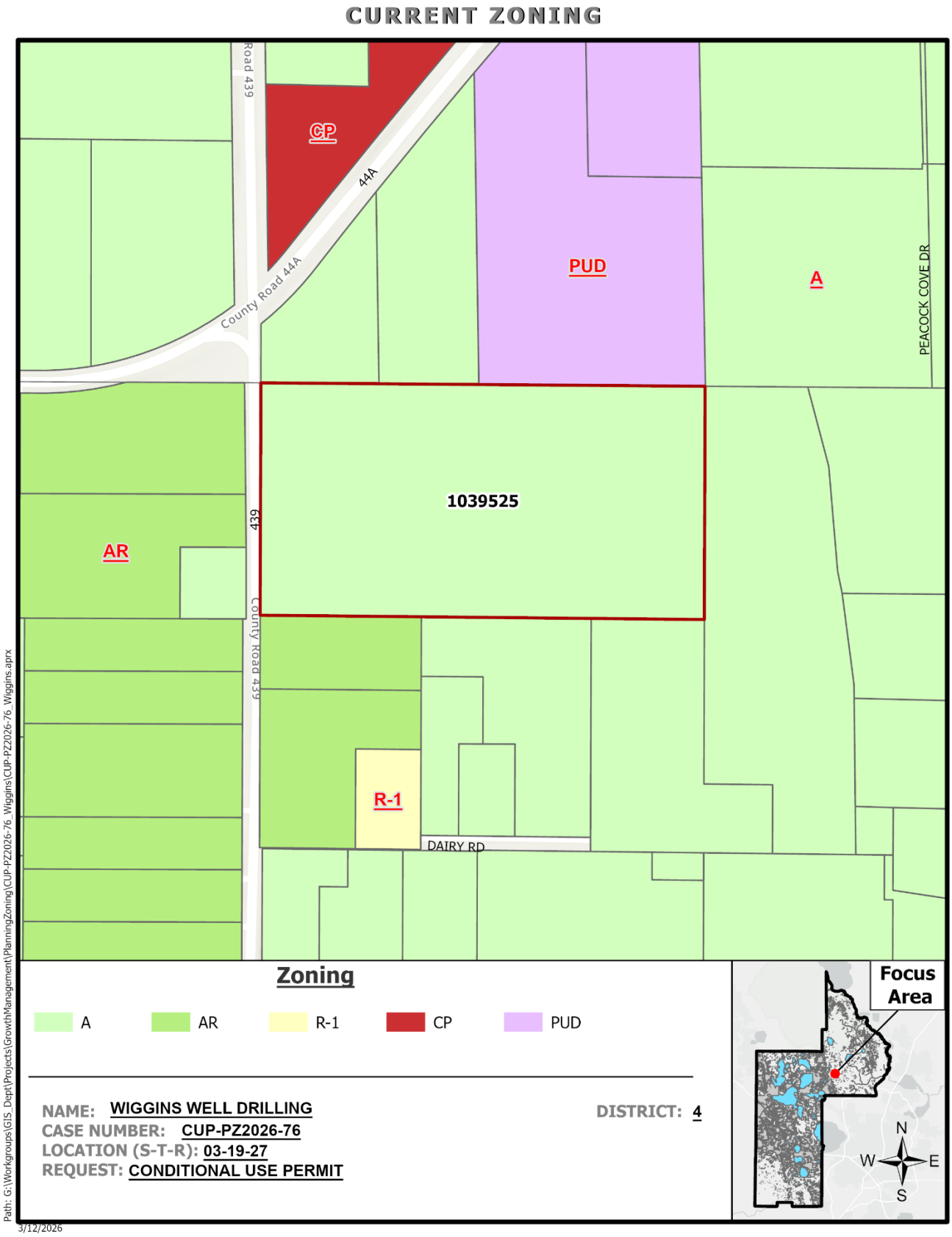
The Applicant shall obtain from the Lake County Office of Fire Rescue written confirmation, or has otherwise demonstrated by substantial credible evidence, that water supply, evacuation facilities, and emergency access are satisfactory to provide adequate fire protection.

Lake County Fire Station #27 is located 3.69 +/- miles from the subject property at 19212 SR 44, Unit 300, Eustis. Fire protection water supply and emergency access will be addressed during the site plan review process, should the conditional use permit be approved by the Board.

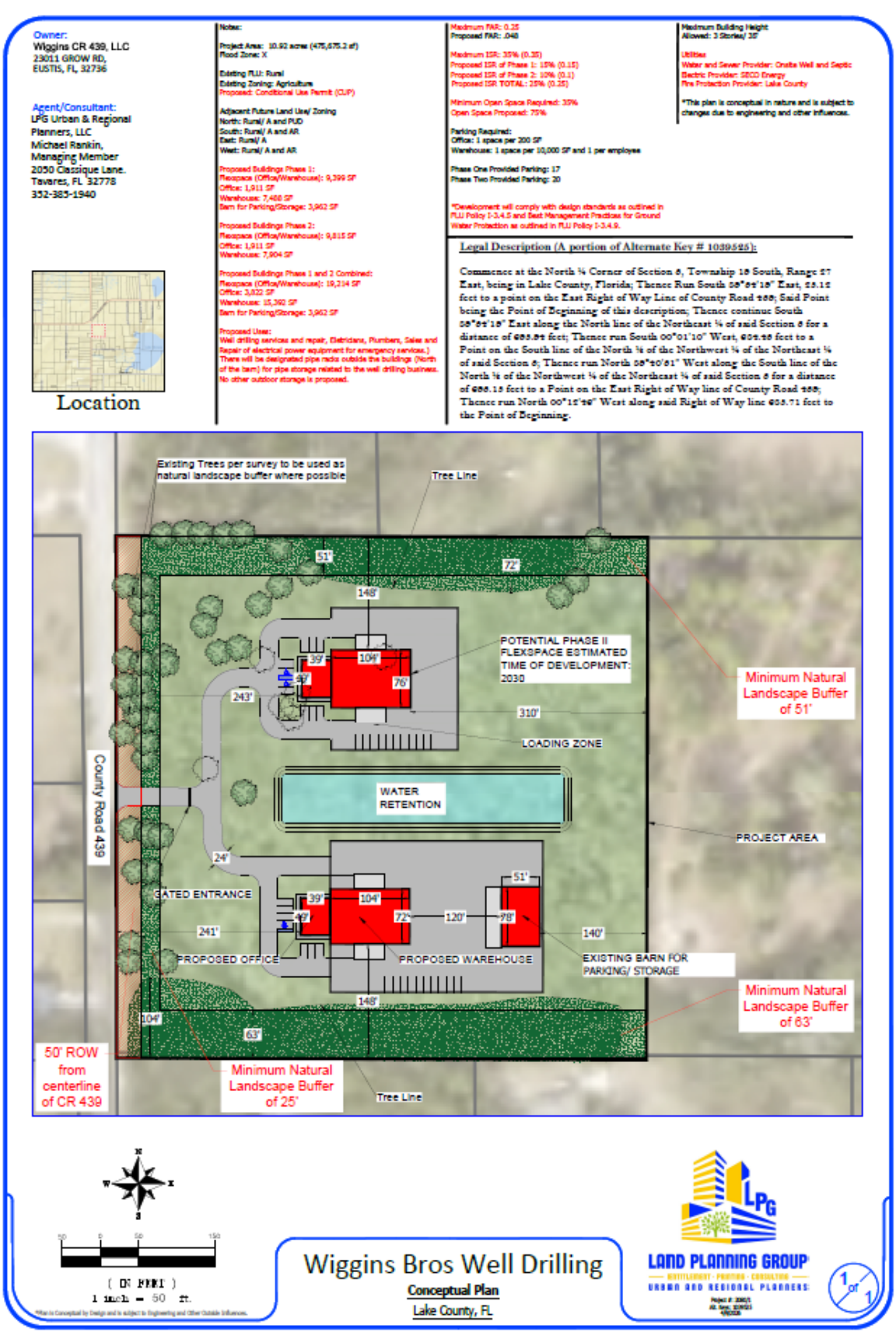
Attachment "A" – Future Land Use Map



Attachment "B" – Zoning District Map



Attachment "C" – Concept Plan for 10.92 +/- acre

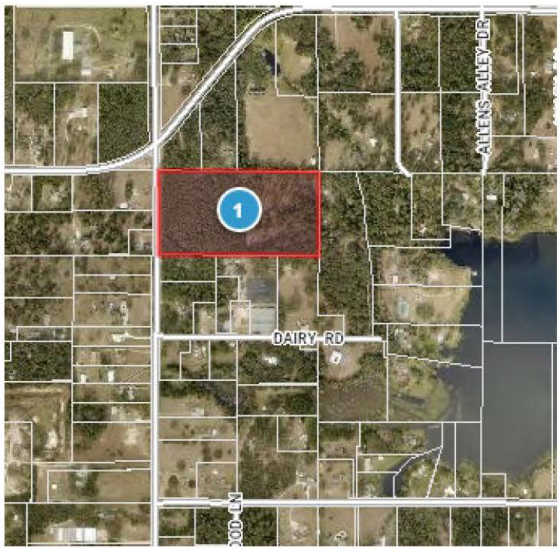


Attachment "D" – Project Narrative

Wiggins CR439, LLC - Wiggins Well Drilling
Conditional Use Permit Request
Project Narrative

The subject property is located along County Road 439, just south of the intersection of CR 439 and CR 44A referenced by alternate key 1039525 and consisting of approximately 10 ± acres. The existing future land use is Rural. Existing development includes one (1) barn and pasture for cattle grazing. The surrounding area consists of residential on lots ranging from 2.5 acres to 5+ acres and ornamental nurseries.

Figure 1. Project Location



Project Request

The request is to allow a Conditional Use Permit (CUP) in the agriculture (A) zoning district to allow essential utility services of well drilling and repair, and essential support services, such as but not limited to, sale and repair of generators for emergency services during power outages due to storms and/or hurricanes, electrical and plumbing services. Typically, if there is an issue with the existing well it is related to the well itself, electrical issues or plumbing issues such as leaks within the water pipes. The surrounding area is a mixture of residential, institutional and commercial. The surrounding properties are

2050 Classique Lane, Tavares, Fl 32778. Phone (352) 385-1940 Fax (352) 383-4824

Attachment "D" – Project Narrative

zoned Agriculture (A), Agriculture Residential (AR), Rural Residential (R-1), Planned Commercial, and Planned Unit Development (PUD).

Well drilling services and repair are not only essential private utility services it should be considered agricultural related services as the majority of rural areas do not have central utilities available and rely on individual wells for water and fire flow. Further, agricultural growers rely on individual wells for irrigation of ornamentals or crops and agricultural residents rely on individual wells for drinking water and their animals.

Florida Estimates of Population 2025 issued by the Bureau of Economic and Business Research, indicates that the 2025 Population estimate for Lake County is 445,881 with 200,867 located within unincorporated Lake County which is approximately 45%. Typically, these areas are served by each property owner providing their own water and wastewater services such as individual wells and septic tanks. Water is essential for rural areas which support agriculture production and residential. The UF/IFAS Extension Lake County published an article "Agriculture Means Business in Lake County" dated November 23, 2021. At that time it was reported that approximately 150,000 acres in agricultural production which includes growing fruit, veggies, beef, and ornamental horticulture industry. Agriculture production accounts for approximately 481.49 million dollars annually which does not include the associated food manufacturing (juice processing plants and canning facilities) which account for an annual impact of 274.87 million dollars and does not include food distribution which account for 1,045.53 million annually. Agriculture production relies on individual wells; therefore, well drilling service and repair, and associated services connected to individual wells (i.e. electrical, plumbing, generators) are essential to the Rural FLU series. Should wells go without power due to power outages due to storms and/or hurricanes the effects to agricultural residents, farms and growers could be catastrophic; therefore, well drilling services and repair, electricians, plumbing and the sales and repair of emergency generators are essential to the rural area and agriculture.

A conceptual site plan has been submitted along with the project narrative which indicates that the applicant is requesting that the northern and southern property boundary utilize the existing vegetation which is heavily treed at a minimum width of 51' on the northern boundary and a minimum width of 63' on the southern boundary. No landscape buffer is proposed adjacent to the eastern property boundary since the owner also owns the property and the continued use of cattle grazing will occur on the property which the CUP is sought. No formal buffer is proposed along CR 439 which would also utilize the existing vegetation (trees) as the site is being developed in keeping with the rural character of the area. This buffer area is 25' in width.

LAND PLANNING GROUP

Attachment "D" – Project Narrative

Standards of Review

1. *Consistency with the Comprehensive Plan and Local Code. The proposed conditional use is in compliance with all requirements, and is consistent with the general purpose, goals, objectives, and standards of the Comprehensive Plan, the Lake County Code, and is in compliance with all additional standards imposed on it by the particular provisions of these regulations authorizing such use.*

   The proposed Conditional Use Permit is consistent with all applicable provisions of the code and is consistent with all the elements of the comprehensive plan. The proposed CUP is consistent with FLU Policy I-1.4.2 regarding scale of development and will comply with comprehensive policies and Land Development Regulations regarding standards of development in terms of intensity, size and separation of adjacent properties. The proposed CUP is consistent with FLU Policy I-1.4.3 as the proposed development is in keeping with the rural character, maintains open space and provides for wildlife corridors, provides buffers, and has a low traffic impact. The existing Rural future land use allows for Conditional Use Permits per FLU Policy I-1.4.4. Chapter 3, Section 3.01.03 of the Land Development Regulations allows for major utilities as a Conditional Use Permit within the Agricultural zoning district. The subject site is within the Wekiva-Ocala Rural Protection Area and complies with Policies I-5.2.1 and I-5.2.2 which indicates that Rural Future Land Use, Conservation Future Land Use and Public Benefit Future Land Uses are allowed. The proposed maximum ISR is .35, the proposed maximum FAR is .25, the proposed maximum building height would be 35 feet, and the proposed minimum open space is 35% which is consistent with the rural land use and the Wekiva Study Area policies. Further, the open space proposed allows for the continuance of wildlife corridors.

   The following provides a synopsis of how the proposed CUP is consistent with the Wekiva Study Area:

   FLU Policy I-3.4.1 – The subject site is less than 40 acres and no further studies are required. The environmental assessment did not identify any sensitive natural habitats onsite, wetlands, waterbodies or protected species.

   FLU Policy I-3.4.2 – This policy provides that the minimum open space provided shall be consistent with the requirements of the applicable Future Land Use Category. The Future Land Use is Rural. Based on the Rural land use the minimum open space is 35%; therefore, the proposed CUP will also provide a minimum open space of 35% (3.82 acres).

LAND PLANNING GROUP

Attachment "D" – Project Narrative

FLU Policy I-3.4.5 – This policy provides for development design standards. The proposed concept plan provides for clustering the development away from the adjacent properties, provides for contiguous open space, allows for wildlife corridor movement, minimal site disturbance, proposes the use of existing vegetation along the property boundaries, will comply with landscaping techniques, use of dark sky lighting, and water conservation devices.

FLU Policy I-3.4.9 – This policy provides for best management practices for ground water protection. At time of site plan submittal, the applicant will specifically address each special design as outlined. The proposed development offers shared access from CR 439 for development of Phase I and Phase II. The design of parking lots and buildings are clustered, use of semi pervious and impervious materials for roadways and parking will be finalized at time of site plan submittal.

The proposed CUP is compatible in intensity to the surrounding land uses. The proposed CUP is consistent with the future land use and complies with the community facility uses as outlined in Section 3.01.02(E)(15) which allows major utilities which includes those uses which provide essential or important public services and utilities. The majority of the Rural land use category does not have central utilities available and rely on individual wells for water and fire flow. Further, agricultural growers rely on individual wells for irrigation of ornamentals or crops. Agriculture has been and is a vital part of Lake County. These agricultural growers and residents rely on well drilling companies to provide individual wells and repair services.

2. *Effect on Adjacent Properties*

The proposed CUP is consistent with the established land use pattern in the area. The proposed use provides essential utility services. Well drilling services provide for residential, public water supply, commercial and agricultural wells and repair service. The CUP should not have a negative impact on adjacent property. The site is proposed to be developed with low impacts to the area and maintain a rural character. The site will also be continued to be utilized as cattle grazing and proposed structures are setback from property lines and the roadway. Further, natural treed buffers are provided adjacent to property lines.

3. *The proposed conditional use will not have an undue adverse effect upon nearby property.*

See response to Item 2. Further, the proposed CUP has a low traffic impact as the services provided are conducted off-site. There are five (5) employees.

LAND PLANNING GROUP

Attachment "D" – Project Narrative

4. *The proposed conditional use is compatible with the existing or planned character of the neighborhood in which it would be located.*

   The proposed CUP is in the public interest. It provides essential utility services. The Rural land use allows for development of 1 unit/net 5 acres. The subject site is 10 acres. The general area is Rural in character with properties ranging from 2.5 acres to 5+ acres and consists of residential and ornamental nurseries.

5. *All reasonable steps have been taken to minimize any adverse effect of the proposed conditional use on the immediate vicinity through design, landscaping and screening.*

   The site is proposed to be developed with low impacts to the area and maintain a rural character. The site will also be continued to be utilized as cattle grazing and proposed structures are setback from property lines and the roadway. Further, natural treed buffers are provided adjacent to property lines. The proposed CUP will not significantly impact the natural environment. The subject site is not within the 100-year flood plain and contains no waterbodies or wetlands. Buffers, open space, and stormwater management facilities will provide additional protection to the area.

6. *The proposed conditional use will be constructed, arranged, and operated so as not to interfere with the development of neighboring property, in accordance with applicable district regulations.*

   The Agricultural zoning district standards require setbacks as follows:

   Front: 50' from right of way of state, federal and County secondary highways. Property adjacent to roads other than those are 25' from right of way.

   Side and Rear: 25'

   The concept plan identifies a minimum front setback of 50' with the proposed structure being 241' feet from the property boundary. The proposed side setbacks exceed the minimum side setback of 25' with proposed side setbacks being 148'. The proposed rear setback is 140'. The proposed concept plan does not interfere with the development of neighboring properties and clusters the development toward the center of the property, away from the perimeter property boundaries.

LAND PLANNING GROUP

Attachment "D" – Project Narrative

7. *Adequacy of Public Facilities. The proposed Conditional use will be served by adequate public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities. Levels of service established by the Comprehensive Plan shall be considered.*

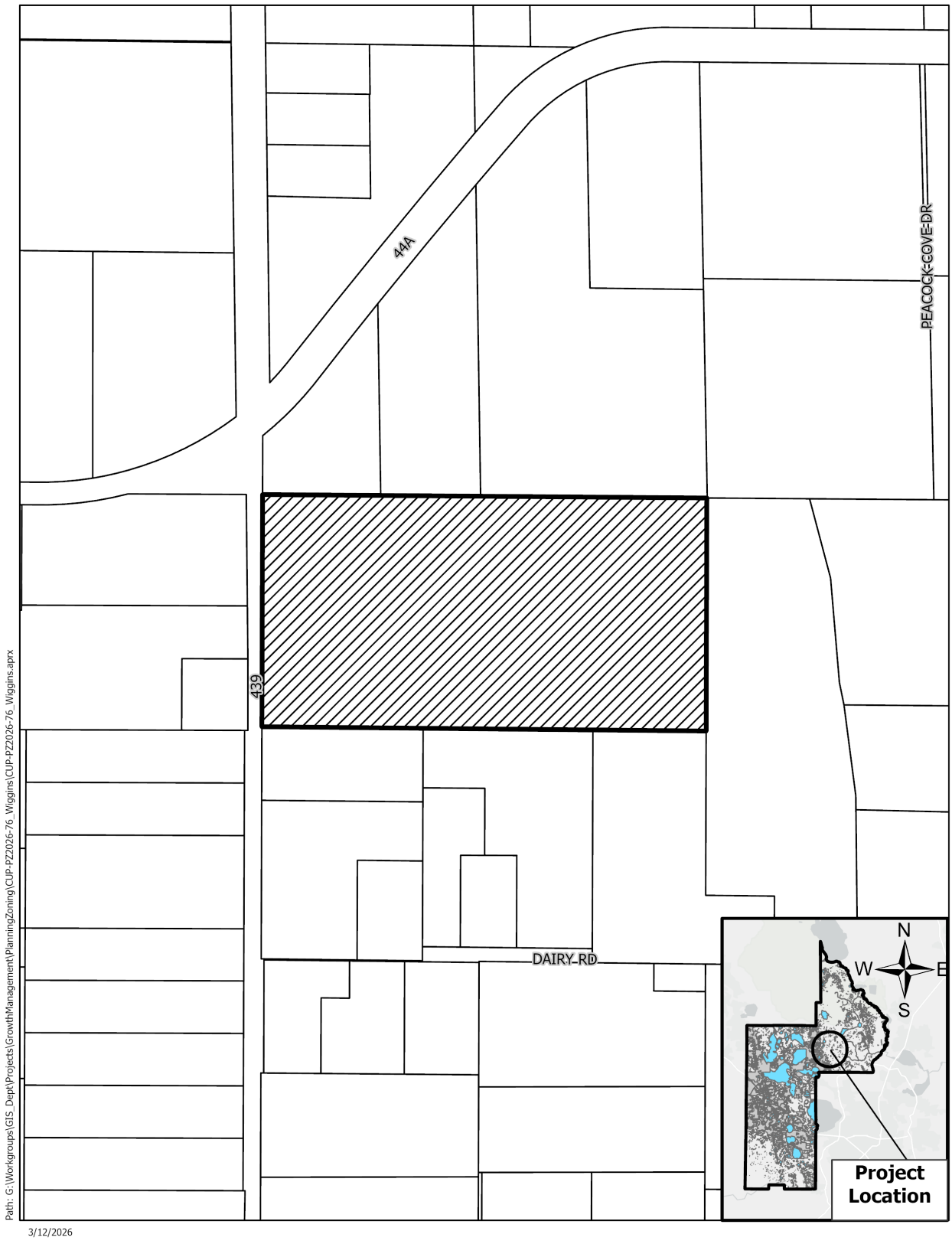
   The development will not negatively impact public facilities. County Road 439 is classified as a minor collector roadway with an adopted Level of Service (LOS) of D. The proposed CUP will not impact schools, parks and recreation as it is nonresidential. Police services are provided by the Lake County Sherriff. Emergency medical facilities are within 11.8 miles from the site and is known as AdventHealth Waterman. The closest Fire Station is Lake County Fire Station 21 located at 25100 SR 44A, Eustis, and provides Advanced Life Support services. Proposed development will secure the appropriate stormwater permits as required by St. Johns River Water Management District and Lake County. The CUP will not degrade the LOS of public facilities and sufficient capacity is available to serve the project.

8. *Adequacy of Fire Protection. The applicant shall obtain from the Lake County Emergency Services Division written confirmation, or has otherwise demonstrated by substantial credible evidence, that water supply, evacuation facilities, and emergency access are satisfactory to provide adequate fire protection.*

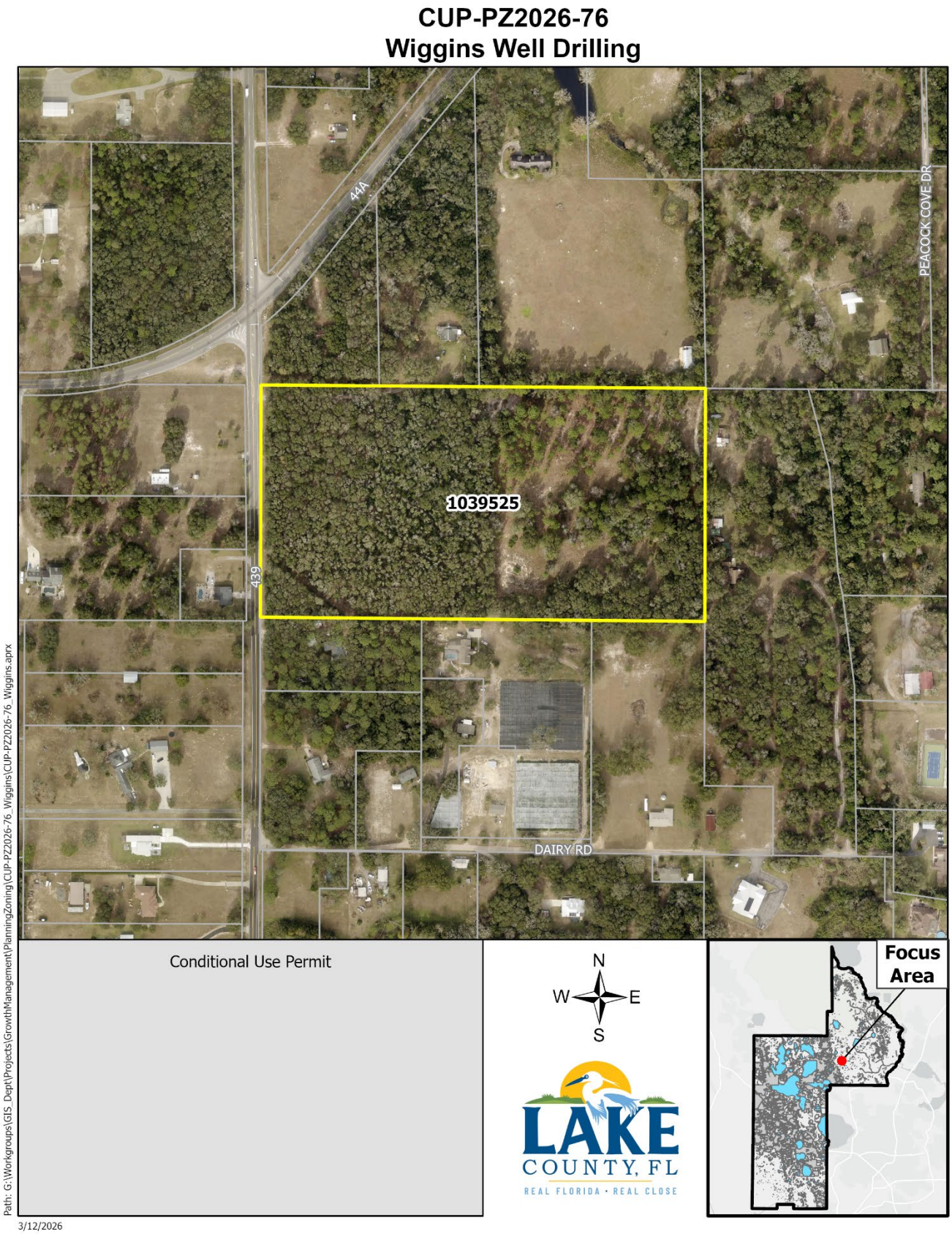
   Adequate fire protection is proposed to be provided by a fire well which will have the capacity to provide fire flow needed. Emergency access is provided by a stabilized 24' roadway.

LAND PLANNING GROUP

Map of Subject Property



Aerial Map of Subject Property



ORDINANCE 2026 - _____

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; APPROVING A CONDITIONAL USE PERMIT (CUP) TO ALLOW UTILITY SERVICES ASSOCIATED WITH A WELL DRILLING AND REPAIR FACILITY AND ASSOCIATED USES WITHIN THE AGRICULTURE (A) DISTRICT IDENTIFIED AS ALTERNATE KEY NUMBER 1039525, LOCATED IN SECTION 03, TOWNSHIP 19 SOUTH, RANGE 27; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Michael Rankin, LPG (the "Applicant") submitted a conditional use permit application on behalf of Wiggins CR 439 LLC (the "Owner"), to request a Conditional Use Permit to allow utility services associated with a well drilling and repair facility with associated uses within the Agriculture (A) District and

WHEREAS, the subject property consists of approximately 20.06 +/- acres located on CR 439 in the unincorporated Lake County area in Section 03, Township 19 South, Range 27 East, known as Alternate Key Number 1039525 and more particularly described in Exhibit "A" – Legal Description; and

WHEREAS, the property is located within the Rural Future Land Use Category; and

WHEREAS, the Lake County Board of County Commissioners deems it necessary and desirable, to protect the public health, safety, and general welfare of the citizens of Lake County and in accordance with the purpose and intent of the Land Development Regulations (LDR), require compliance with the special conditions set forth in this Ordinance; and

WHEREAS, the Lake County Planning and Zoning Board did review the petition, the recommendations of the Lake County Planning and Zoning Board on the 6th day of May 2026, and by the Board of County Commissioners of Lake County, Florida, on the 9th day of June 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning and Zoning Board, the staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised; and

WHEREAS, the Board of County Commissioners finds that the Conditional Use Permit approved by this Ordinance meets the criteria for approval and is consistent with the Comprehensive Plan and the Agriculture (A) District zoning of the property subject to this Ordinance.

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

Section 1. Conditional Use Permit: Permission is hereby granted for construction of a well drilling and repair facility with associated uses as a Conditional Use within the Agriculture (A) District. All land uses must be generally consistent with the Concept Plan as shown in Exhibit "B" of this Ordinance. To the extent that there are conflicts between the Concept Plan and this Ordinance, this Ordinance will take precedence.

Section 2. Terms: The County Manager or designee shall amend the Official Lake County Zoning Map to show a Conditional Use Permit (CUP) to allow uses with conditions as outlined within this Ordinance.

A. Land Uses: Uses of the site described above shall allow the following:

a. Well drilling and repair facility and associated uses with 23,192 total square feet maximum building areas, as shown on Exhibit "B".

b. Essential support services, such as but not limited to, sale and repair of generators for emergency services during power outages due to storms and/or hurricanes, electrical and plumbing services and associated uses with 23,192 total square feet maximum building area as shown on Exhibit "B".

c. Agriculture uses and other uses permitted under the Agriculture (A) District as set forth in the LDR.

d. Accessory uses directly associated with the above uses may be approved by the County Manager or designee.

e. Any other use of the site will require approval of an amendment to this Ordinance by the Board of County Commissioners.

B. Specific Conditions for the Uses Identified in Exhibit "B":

1. Site Plan: A site plan application for the well drilling and repair facility and flex space associated with the business shall be submitted and approved prior to construction.

2. Illumination: The well drilling and repair development shall comply with LDR 3.09.04, entitled, *Nonresidential Lighting,* as amended.

3. Structural Design Standards: The structural design of any new development on the site shall comply with LDR 9.10.00 entitled *Commercial Design Standards*, as amended.

4. Hours of Operation: General hours of 8 a.m. to 5 p.m., Monday through Friday excluding times of necessary emergency operations.

5. Building Setbacks: All phases of the well drilling and repair facility and associated uses shall meet all applicable setbacks as set forth in the LDR, as amended.

6. Landscaping/Buffering/Screening:

   a. The northern property boundary shall maintain and utilize the existing native vegetation (treed area) at a width of 51' as a buffer from adjacent properties, the southern property boundary shall maintain and utilize the existing treed area at a width of 63'as buffer from adjacent properties; provided, however, that if any portion of the existing native vegetation is removed, the entire boundary where the vegetation has been removed will be brought into compliance with the landscaping, buffering and screen provisions of the Comprehensive Plan and LDR, as amended.

   b. The eastern property boundary may contain no buffer.

c. The western property boundary, adjacent to the right of way shall maintain and utilize the existing treed area at a width of 25' as a buffer from the right of way; provided, however, that if any portion of the existing native vegetation is removed, the entire boundary where the vegetation has been removed will be brought into compliance with the landscaping, buffering and screen provisions of the Comprehensive Plan and LDR, as amended.

C. Landscaping, Buffering, Fencing and Screening. Landscaping, Buffering, Fencing and Screening for all other portions of the property shall be in accordance with the LDR, as amended.

D. Setbacks. Setbacks for all other portions of the property shall be in accordance with the LDR, as amended.

E. Wekiva-Ocala Rural Protection Area. Development shall be consistent with the standards to protect and conserve areas of ecological significance for the Wekiva-Ocala Rural Protection Area, in accordance with Objective I-5.2 of the Comprehensive Plan, and with any other applicable provisions of the Comprehensive Plan and LDR, as amended. This will include the development meeting the dark-sky illumination regulations.

F. Wekiva Study Area. Development shall be consistent with the standards to protect and preserve the function of natural resources within the Wekiva Study Area, including but not limited to springs, springsheds, karst features, most-effective recharge areas, sensitive natural habitats, wetlands, wildlife, and wildlife corridors for the Wekiva Study Area, in accordance with Objective I-3.4 of the Comprehensive Plan, and with any other applicable provisions of the Comprehensive Plan and LDR, as amended.

G. Open Space, Impervious Surface Ratio, Floor Area Ratio, and Building Height. Open space, impervious surface ratio, floor area ratio, and building height shall be in accordance with the Comprehensive Plan, and LDR, as amended.

H. Environmental Considerations.

1. An environmental assessment will be submitted with the future development application of the site plan.
2. Proposed structures must maintain a minimum setback of fifty (50) feet from the Jurisdictional Wetland Line (JWL).
3. Environmental resources shall be protected in accordance with the Comprehensive Plan and LDR, as amended.

I. Transportation and Access Management.

1. Additional right of way for CR 439 may be required, and further evaluation will occur with site plan application and review.
2. All access management shall be in accordance with the Comprehensive Plan and LDR, as amended.

J. Floodplain and Stormwater Management.

1. The stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.
2. The developer shall be responsible for any flood studies required for developing the site and comply with FEMA, Comprehensive Plan and LDR, as amended. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

K. Signage. Signs shall be in accordance with the LDR, as amended.

L. Concurrency Management Requirements. Any development must comply with the Lake County Concurrency Management System, as amended.

M. Development Review and Approval. Prior to the issuance of any permits, the Applicant shall be required to submit a development application generally consistent with Exhibit "B" - Concept Plan for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

N. Future Amendments to Statutes, Code, Plans, or Regulations. The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County LDR will include any future amendments to the Statutes, Code, Plans, or LDR.

Section 3. Conditions:

A. After establishment of the facilities as provided in this Ordinance, the property must only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance will ensure the benefit of and will constitute a covenant running with the land and the terms, conditions, and provisions of this Ordinance, and will be binding upon the present Owner and any successor and will be subject to each and every condition set out in this Ordinance.

D. Construction and operation of the proposed use must comply with the regulations of this and other governmental permitting agencies.

E. The transfer of ownership or lease of any or all the property described in this Ordinance must include in the transfer or lease agreement a provision that the purchaser or lessee is made aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures contained in the LDR, as amended.

F. The Lake County Code Enforcement Special Master will have authority to enforce the terms and conditions set forth in this Ordinance and to recommend that the Ordinance be revoked.

Section 4. Severability: If any section, sentence, clause or phrase of this Ordinance 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 Ordinance.

Section 5. No Estoppel: Approval of this ordinance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

Section 6. Filing with the Department of State: The clerk is hereby directed forthwith to send a 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 upon recordation in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

ENACTED this _____ day of _____, 2026.

FILED with the Secretary of State _____, 2026.

EFFECTIVE _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

_____
MELANIE MARSH, COUNTY ATTORNEY

EXHIBIT "A", LEGAL DESCRIPTION.

N 1/2 of NW 1/4 of NE 1/4 (also known as N 1/2 of Gov. Lot 2) in Section 3, Township 19 South, Range 27 East, Lake County, Florida.

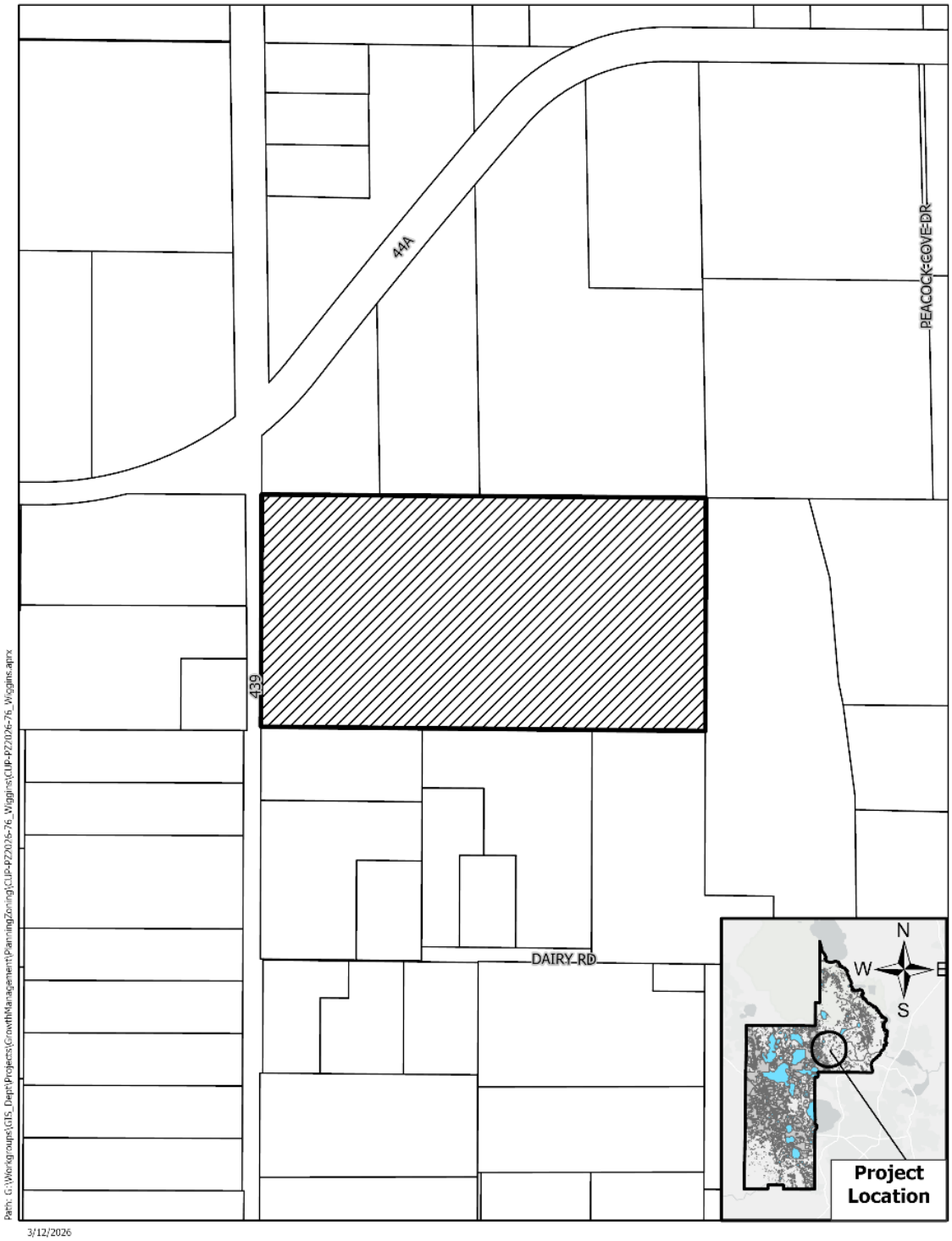
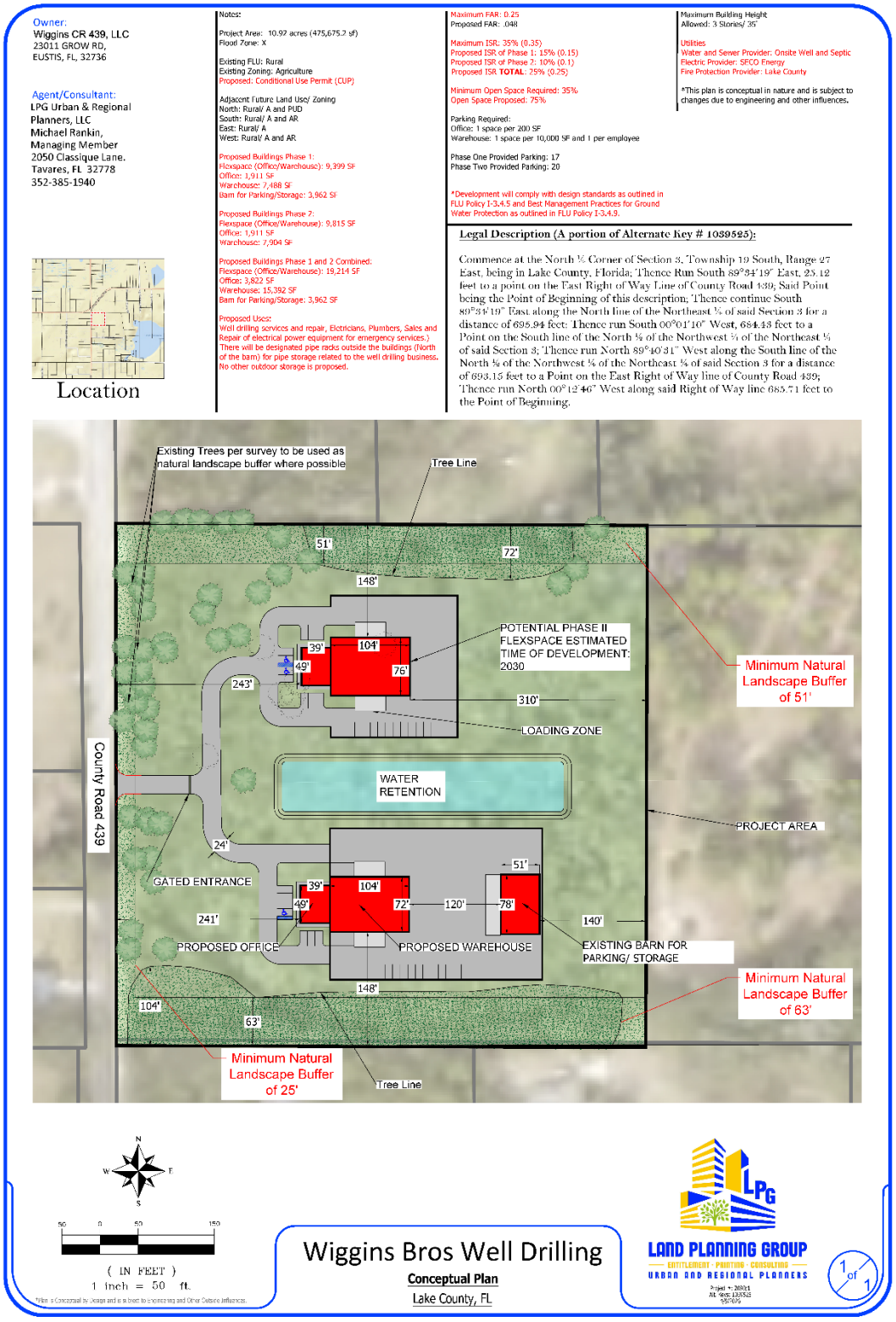


EXHIBIT "B", CONCEPT PLAN



REZONING STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	5
Public Hearings:	Planning & Zoning Board (PZB): May 6, 2026
	Board of County Commissioners (BCC): June 9, 2026
Case No. and Project Name:	PZ2025-186, Jones Property – Whitney Rd
Commissioner District:	District 5 – Timothy Morris
Applicant(s):	Randy Jones
Owner(s):	Randy A. Jones Jr. and Emily Blanchard Jones, Trustees of the Randy and Emily Jones Family Trust
Requested Action:	Rezone approximately 18.76 +/- gross acres from Agriculture (A) to Rural Residential (R-1) district to facilitate a minor lot split for a single-family residential dwelling.
Staff Determination:	Staff finds the rezoning request consistent with the Land Development Regulations (LDR) and Comprehensive Plan.
Case Manager:	Corey DeVogel, Planner I
PZB Recommendation:	Approved on the Regular Agenda with a vote of 6 – 0.

Subject Property Information

Size:	18.76 +/- gross acres
Location:	32600 Whitney Road, in the unincorporated Leesburg area
Alternate Key No.:	1111315
Future Land Use:	Urban Low Density (Attachment “A”)
Current Zoning District:	Agriculture (A) (Attachment “B”)
Proposed Zoning District:	Rural Residential (R-1) (Attachment “C”)
JPA/ISBA:	Leesburg Interlocal Service Boundary Agreement Area
Overlay/Rural Protection Area:	N/A
Flood Zone(s):	“AE” and “X”
Located within BMAP:	Ocklawaha

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban Low Density	Agriculture (A)	Agriculture / Right-of-Way	Wholesale Nursery north of Parker Point Place
South	Urban Low Density	Agriculture (A)	Residential	Single-Family Residence
East	N/A	N/A	Lake	Robinson Lake
West	Rural Transition	Rural Residential (R-1)	Residential	Single-Family Residences

- Summary of Analysis -

The subject parcel is located at 32600 Whitney Road, in the unincorporated Leesburg area, contains approximately 18.76 gross acres and is identified by Alternate Key Number 1111315. The subject parcel is zoned Agriculture (A) and is designated with an Urban Low Density Future Land Use Category (FLUC) by the 2030 Comprehensive Plan. The subject parcel is developed with a single-family residential home and an attached accessory dwelling unit. The GIS maps indicated that the parcel is within flood zones "AE and "X" with an indication of wetlands on the eastern portion of the property adjacent to Robinson Lake.

The Applicant is requesting to rezone to Rural Residential (R-1) district from Agriculture (A) district to facilitate a minor lot split for a single-family residence (Attachment "C"). The Owner proposes to split the 18.76 +/- gross acres into a 1.0+/- acre parcel and a 17.76+/- acre parcel, both of which would meet the minimum density requirements of the Urban Low Density Future Land Use and Rural Residential "R-1" Zoning District, both of which limit density to one(1) unit per (one) 1 gross acre and (one) 1 unit per one (1) buildable acre respectively.

The Applicant provided a Project Narrative for the rezoning request as shown on Attachment "D".

Table 1. Existing and Property Development Standards.

	Zoning District	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space	Building Height
Existing	Agriculture (A)	1DU / 5 net acres	N/A	0.10	25%	40-feet
Proposed	Rural Residential (R-1)	1DU / 1 net acre	N/A	0.30	25%	40-feet

The subject property is located within the City of Leesburg Interlocal Service Boundary Agreement Area (ISBA) and the application was provided to the City of Leesburg to review for a determination of consistency with their regulations. The City of Leesburg had no objections to the request.

For background purposes, the rezoning of the subject property is being requested to facilitate a minor lot split consistent with Land Development Regulation Section 14.11.01(G) entitled *Minor Lot Splits*. The rezoning and additional lot split are proposed in tandem to be voted on by the Board of County Commissioners allowing the

Applicant to apply for an additional Minor Lot Split from the site's previous Minor Lot Split LS 2019-25-1. The Board of County Commissioners shall consider the following criteria for approval of an exception to allow an additional lot to be created:

1. The creation of one additional lot will not negatively impact public infrastructure, including roads, stormwater or utilities.
2. The creation of the one (1) additional lot would meet all other requirements for a minor lot split.

Following the potential approvals of the rezoning and additional lot, the Applicant intends to apply for a variance requesting the allowance of a reduced required road frontage of fifty feet (50') for the newly created lot within the Rural Residential (R-1) zoning district. Following the potential variance approval by the Board of Adjustment, a Minor Lot Split application shall be submitted to split the subject property. The Minor Lot Split shall comply with the Comprehensive Plan and Land Development Regulations, as amended.

The Applicant provided a Project Narrative as justification for the rezoning request as shown on Attachment "D".

– Staff Analysis –

LDR Section 14.05.03 (Standards for Review)

A. Whether the rezoning is in conflict with any applicable provisions of the Code (Land Development Regulations).

The Applicant seeks approval for rezoning from Agriculture (A) to Rural Residential (R-1) district to facilitate a minor lot split for a single-family residential dwelling. The proposed use is consistent with Land Development Regulation 3.02.06, entitled *Density, Impervious Surface, Floor Area, and Height Requirements*.

All new development will be required to meet all criteria specified in the LDR, as amended.

B. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

The request to rezone from Agriculture (A) to Rural Residential (R-1) district to facilitate a minor lot split for a single-family residential dwelling is consistent with the existing Future Land Use category of Urban Low Density (Policy I-1.3.2).

New development will be required to meet all criteria specified in the Comprehensive Plan.

C. Whether, and the extent to which, the proposed rezoning is inconsistent and proposed land uses.

The proposed development will be consistent with Land Development Regulation 3.01.00, entitled *Zoning District Use Regulations*.

D. Whether there have been changed conditions that justify a rezoning.

The rezoning has been requested as the Applicant desires to develop a single-family residence. This use is allowed within the requested zoning and Future Land Use Category.

E. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and fire and emergency medical facilities.

Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service to public facilities and services.

Water and Sewage

The City of Leesburg provided the following comment: *"The Planning and Zoning Department of the City of Leesburg has no objection to this request."* (Attachment "E")

Schools

Lake County Schools provided the following comment: *"No comments on this lot split, but if more than 4 new dwelling units was proposed in association with it, that would be subject to school concurrency review"* (Attachment "F").

Parks

The Parks and Water Resources Department provided the following comment: *"Parks has no comments regarding this Rezoning application."* (Attachment "G")

Solid Waste

The Office of Solid Waste provided comments (Attachment "H"): *"The Office of Solid Waste has no objections to the request. If approved, the property and associated units will remain under the County's residential collection services and will continue to be subject to the annual Solid Waste Assessment, in accordance with Chapter 23 of the Lake County Code."*

Public Safety

Lake County Fire Station #59 is located 0.37 miles from the subject property at 1201 Lewis Road, Leesburg. Fire protection water supply and emergency access will be addressed during the site plan review process, should the rezoning and additional lot split be approved by the Board.

Transportation Concurrency

The standard Level of Service (LOS) for the impacted roadway of Whitney Road is de minimus, only generating one trip.

No Traffic Study will be required.

F. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

There is no indication that the rezoning application will affect property values in the area.

G. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

The proposed rezoning will be consistent with the surrounding developments. Most of which are single family residential lots, and one lot which is a Community Facility District "CFD" zoning, containing a church.

H. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these Regulations.

The proposed rezoning application is in harmony with the general intent of the Comprehensive Plan and LDR as stated in Sections A through H above.

I. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

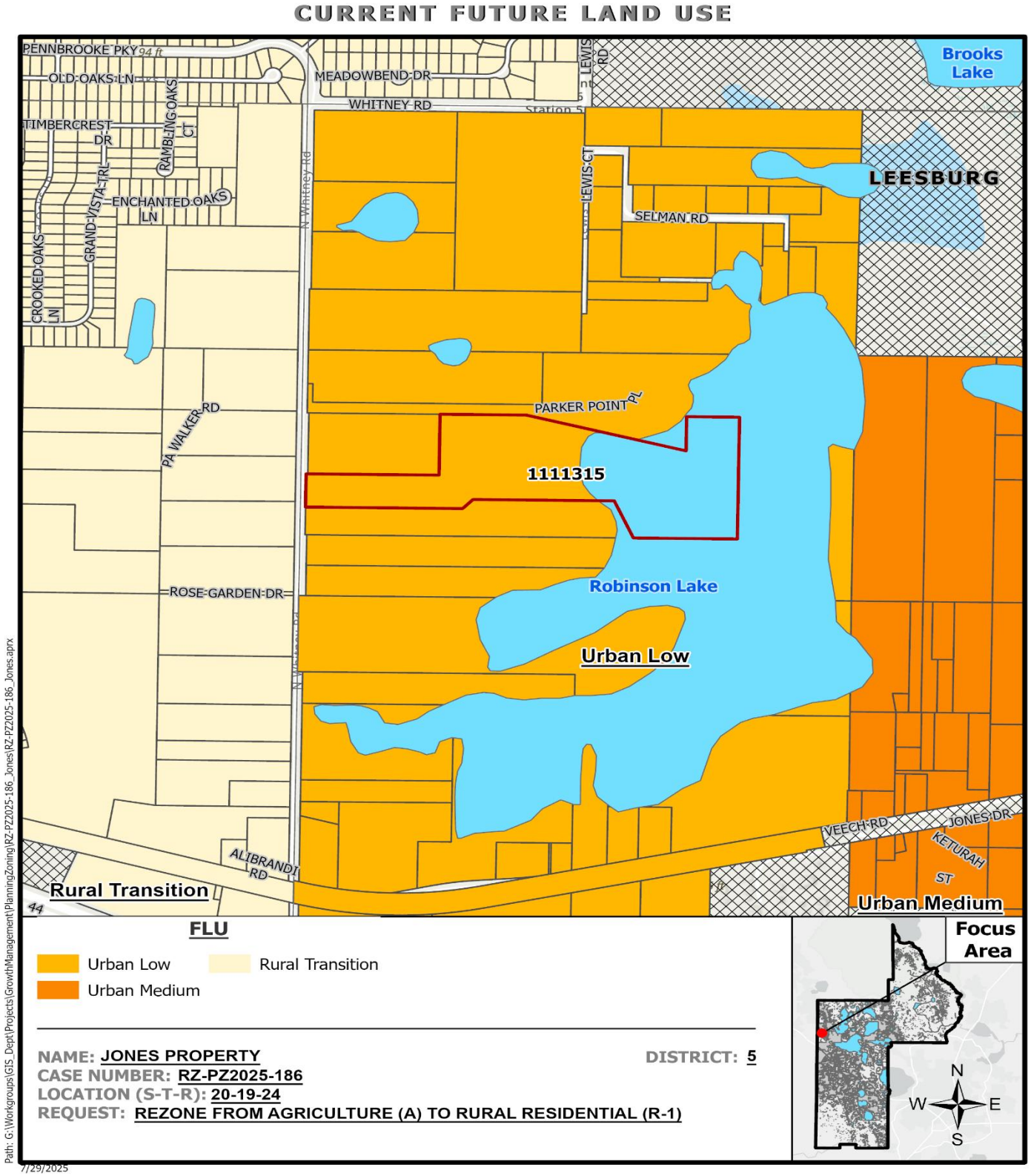
None

- May 6, 2026 Planning & Zoning Board (PZB) Meeting Summary –

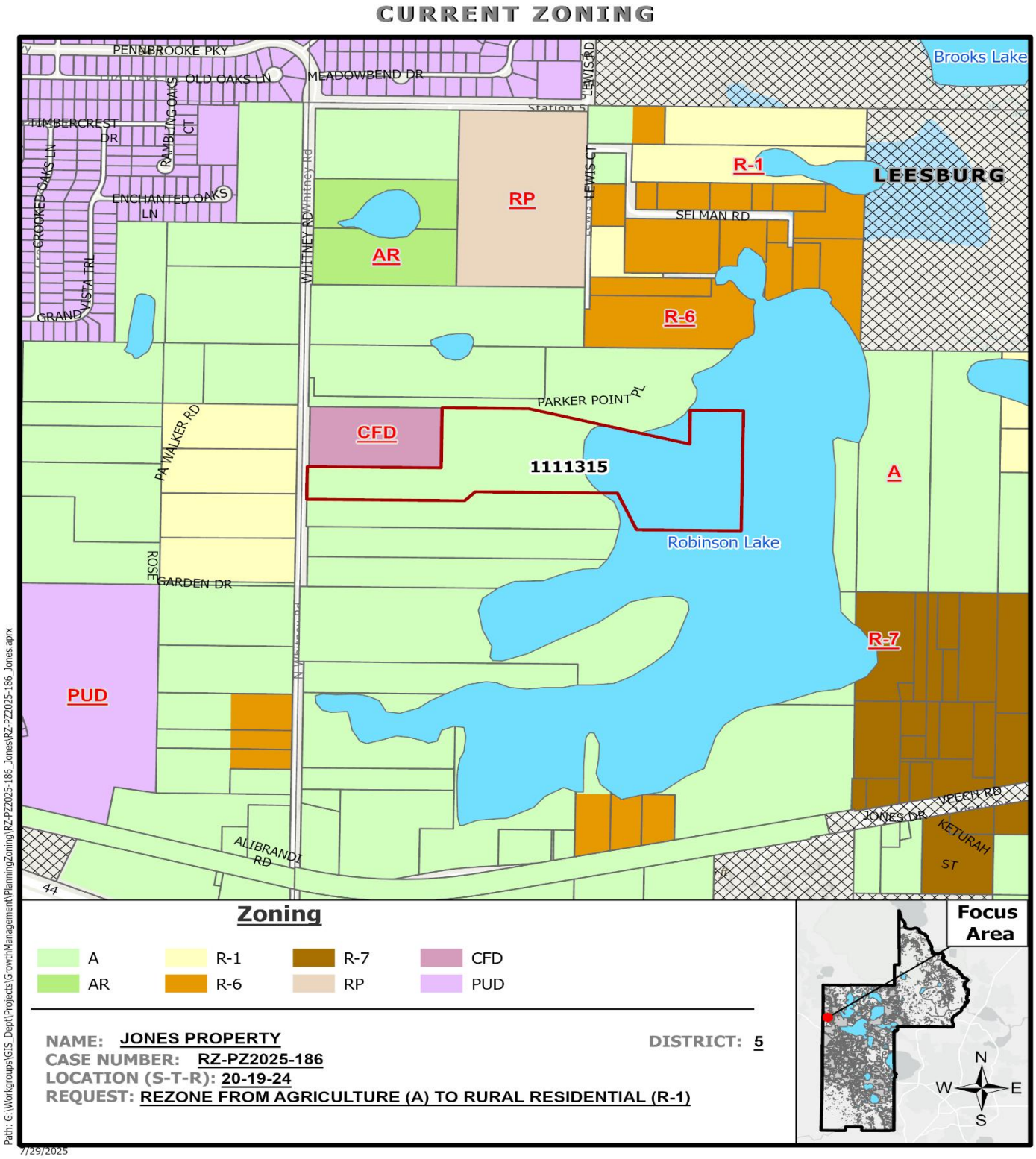
Staff presented the case under the Regular Agenda. The PZB expressed concern that the requested Rezoning could potentially have issues at several points. Following a potential approval of the Rezoning, the Applicant noted that they intend to go forward with a Variance to the road frontage, allowing for less than the required road frontage of 100-feet in the "R-1" zoning, in a potential Minor Lot Split application. The Owner was present to address these concerns directly and the Applicant acknowledged that they understood that if they received an approved Rezoning and were unable to get a Variance to road frontage and a Minor Lot Split, the Applicant acknowledged that they would be only achieving a Rezoning. With that being acknowledged, the PZB voted 6-0 to recommend approval.

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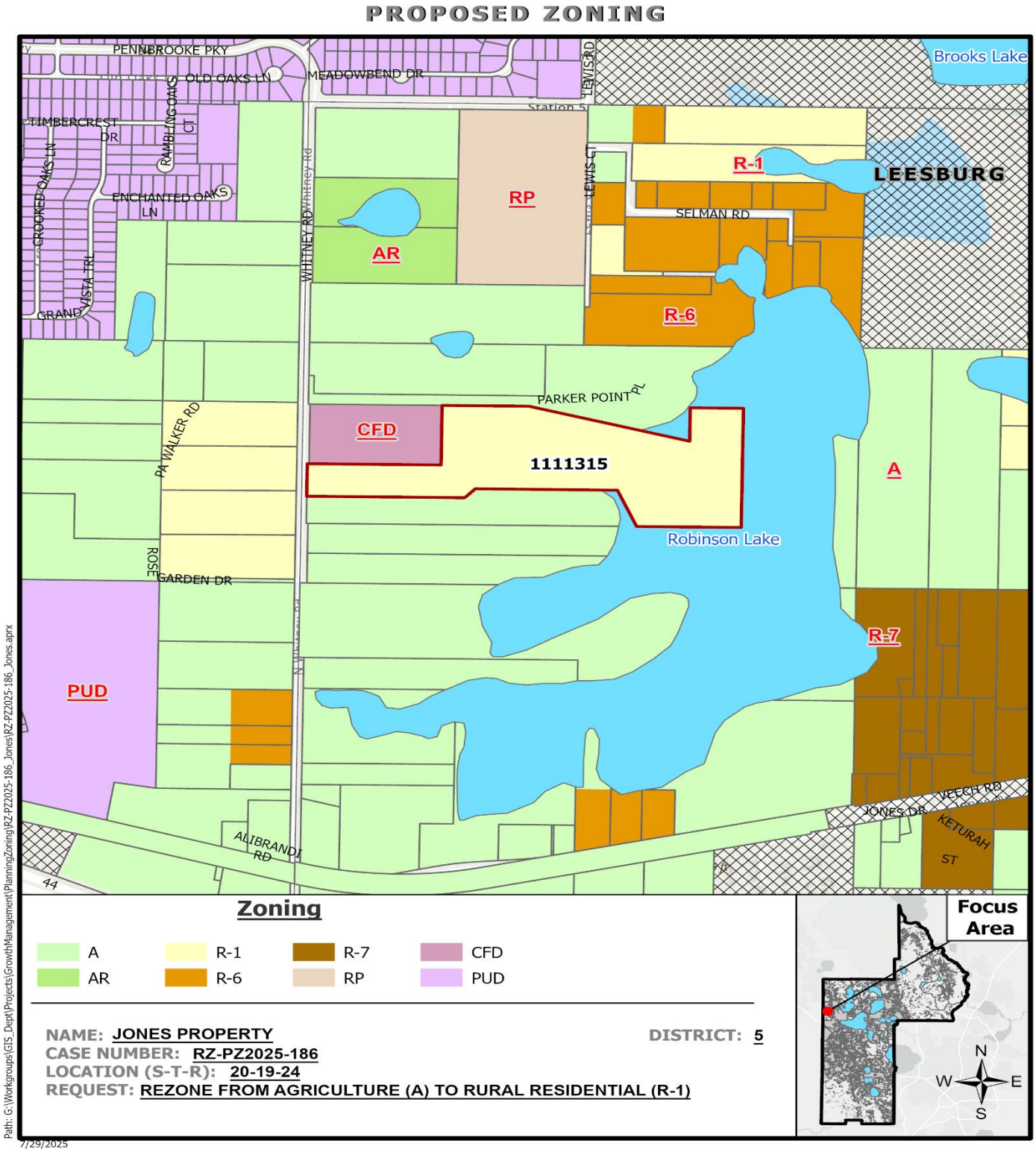
Attachment "A" – Future Land Use Map



Attachment "B" – Zoning District Map



Attachment "C" – Proposed Zoning / Concept Plan



Attachment "C" – Proposed Zoning / Concept Plan



Attachment "D" – Project Narrative (1 of 2)

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

Project Narrative
Rezoning

In compliance with LDR Section 14.03.03, please answer the following questions:

1. Whether the rezoning is in conflict with any applicable provisions of the Code.
   This rezoning is compatible with future land use (Urban low) and would be similar to other properties in the area.

2. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.
   Yes, going from AG to R1 will be consistant with the Comprehensive Plan and future land use.

3. Whether, and the extent to which, the proposed rezoning is inconsistent with existing and proposed land uses.
   It is not inconsistent because the future land use is Urban low and we are requesting this rezoning in order to facilitate a minor lot split in the future in order to build a one-family unit on the new 1+ acre lot.

4. Whether there have been changed conditions that justify a rezoning
   The reason for rezoning is to go from AG to R1 so that we can facilitate a minor lot split for the purpose of adding one single family residence.

5. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.
   Central water/sewer are not available so a personal well and septic will be used that fits the regulations of the region.

Attachment "D" – Project Narrative (2 of 2)

6. Whether, and the extent to which, the rezoning would result in significant impacts on the natural environment.

It will not have any impact on wetlands, flood zone, or any environmentally sensitive areas.

7. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

It would be good for property values because this rezoning will facilitate the minor lot split which will have a custom-built single family residence on it.

8. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

This rezoning is orderly and logical based on the similar properties in the immediate area as well as the future use plans.

9. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

This rezoning will not impact neighbors and is in harmony with all regulations.

10. Any other matters that may be deemed appropriate by the Lake County Planning and Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

I don't believe so.

Attachment "E" – City of Leesburg ISBA

Holt, Sharyn

From: Dan Miller <Dan.Miller@leesburgflorida.gov>
Sent: Tuesday, July 29, 2025 1:18 PM
To: Holt, Sharyn
Subject: RE: Jones Property - Whitney Road / PZ2025-186 / AR 6093

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Holt:
Thank you for the information regarding the Jones Property – Whitney Road, PZ2025 / AR 6093. The Planning and Zoning Department of the City of Leesburg has no objection to this request.

Sincerely,

Dan Miller, Director
Planning & Zoning Department
City of Leesburg
204 North Fifth Street
Leesburg, Florida 34748

Attachment "F" – School Concurrency

Holt, Sharyn

From: Croney, Heather N <CroneyH@lake.k12.fl.us>
Sent: Wednesday, August 27, 2025 12:26 PM
To: Holt, Sharyn
Cc: LaValley, Helen
Subject: RE: Jones Property - Whitney Road / PZ2025-186 / AR 6093

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

No comments on this lot split, but if more than 4 new dwelling units was proposed in association with it, that would be subject to school concurrency review.

Heather Croney
Senior Planner
Growth Planning
Lake County Schools
220 N Central Ave
Umatilla, FL 32784
croneyh@lake.k12.fl.us
352-253-6696
www.lake.k12.fl.us / https://www.lake.k12.fl.us/o/lcs/page/growth-planning
www.facebook.com/LakeSchools

Attachment "G" – Parks

Holt, Sharyn

From: Isaac, Melving
Sent: Monday, August 11, 2025 1:34 PM
To: Holt, Sharyn
Subject: RE: Jones Property - Whitney Road / PZ2025-186 / AR 6093

Good Afternoon Shari,

Parks has no comments regarding this Rezoning application.

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Melving Isaac, *P.E.*
Construction Program Manager

Parks and Water Resources

A 13930 Education Avenue, Minneola, FL 34715
P 352-253-4950 | **Cellphone** 352-638-3025
E melving.isaac@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: Florida has a very broad public records law.
Your email communications may be subject to public disclosure.

Attachment "H" – Office of Solid Waste

Holt, Sharyn

From: Ellis, Tony
Sent: Tuesday, July 29, 2025 12:41 PM
To: Holt, Sharyn
Subject: RE: Jones Property - Whitney Road / PZ2025-186 / AR 6093

Follow Up Flag: Follow up
Flag Status: Flagged

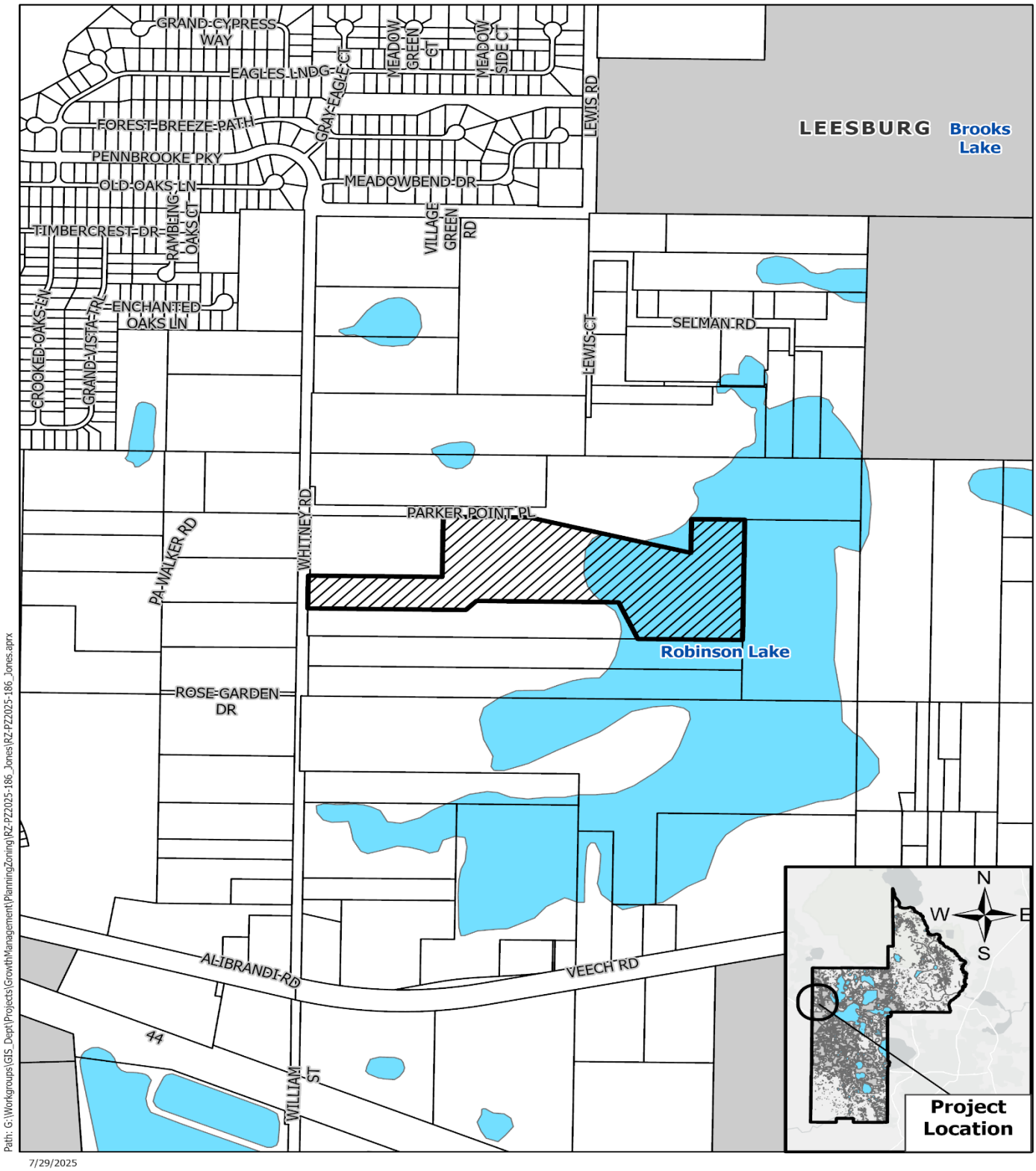
The Office of Solid Waste has no objections to the request. If approved, the property and associated units will remain under the County's residential collection services and will continue to be subject to the annual Solid Waste Assessment, in accordance with Chapter 23 of the Lake County Code.

Tony Ellis
Financial Coordinator
OFFICE OF SOLID WASTE

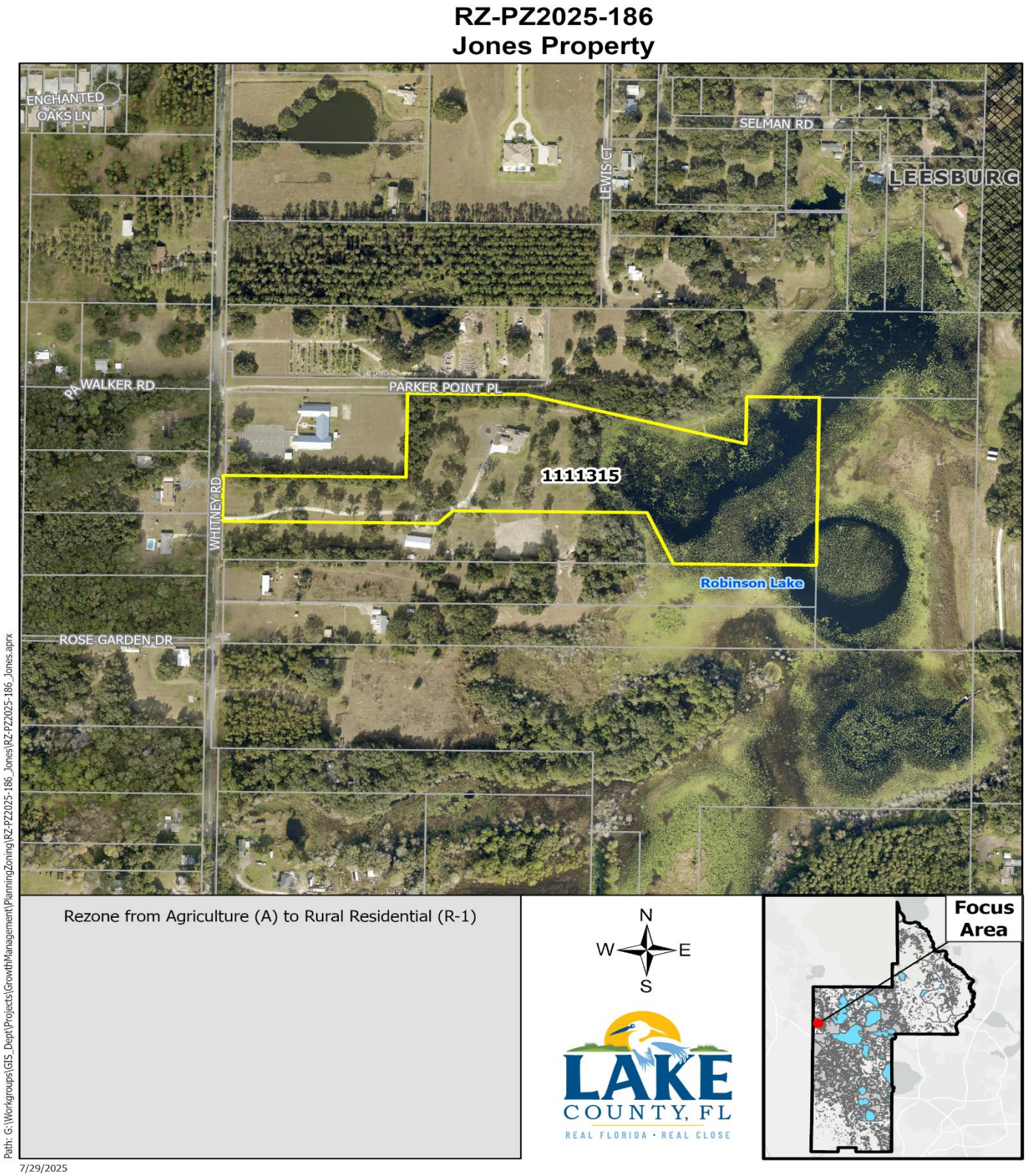
A 13130 County Landfill Road, Tavares, FL 32778
P 352-253-1673 | F 352-253-1690
E tony.ellis@lakecountyfl.gov | W www.lakecountyfl.gov

NOTE: Florida has a very broad public records law.
Your email communications may be subject to public disclosure.

Map of Subject Property



Aerial Map of Subject Property



ORDINANCE #2026-___

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; REZONING APPROXIMATELY 18.76 +/- GROSS ACRES FROM AGRICULTURE (A) TO RURAL RESIDENTIAL (R-1) DISTRICT TO FACILITATE A MINOR LOT SPLIT FOR A SINGLE-FAMILY RESIDENTIAL DWELLING; IDENTIFIED AS ALTERNATE KEY NUMBER 1111315, LOCATED IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Randy Jones (the "Applicant") submitted a rezoning application on behalf of Randy A. Jones Jr. and Emily Blanchard Jones, Trustees of the Randy and Emily Jones Family Trust (the "Owner"), to rezone approximately 18.76 +/- gross acres from Agriculture (A) to Rural Residential (R-1) District to facilitate a minor lot split for a single-family residential dwelling; and

WHEREAS, the subject property consists of approximately 18.76 +/- acres located at 32600 Whitney Road in the unincorporated Leesburg area in Section 20, Township 19 South, Range 24 East, known as Alternate Key Number 1111315, and more particularly described in Exhibit "A"; and

WHEREAS, the property is located within the Urban Low Density Future Land Use Category; and

WHEREAS, the Lake County Planning and Zoning Board did on the 6th day of May 2026, review Petition PZ2025-186; after giving Notice of Hearing on petition for a change in the use of land, including notice that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 9th day of June 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning and Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved.

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

Section 1. Terms: The County Manager or designee shall amend the Lake County Zoning Map from Agriculture (A) to Rural Residential (R-1) District for the property described in Exhibit "A". The adoption of this Ordinance shall revoke and replace all previous ordinances.

Section 2. Development Review and Approval: Prior to the issuance of any permits, the Owner shall submit applications for and receive necessary final development order approvals as provided in the Lake County Comprehensive Plan and Land Development Regulations. The applications for final development orders must meet all submittal requirements and comply with all County codes and ordinances, as amended.

Section 3. **No Estoppel:** Approval of this Ordinance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

Section 4. **Severability:** If any section, sentence, clause or phrase of this Ordinance 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 Ordinance.

Section 5. **Filing with the Department of State.** The Clerk is hereby directed forthwith to send a 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 will become effective as provided by law.**

ENACTED this _____ day of _____, 2026.

FILED with the Secretary of State _____, 2026.

EFFECTIVE _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

_____
MELANIE MARSH, COUNTY ATTORNEY

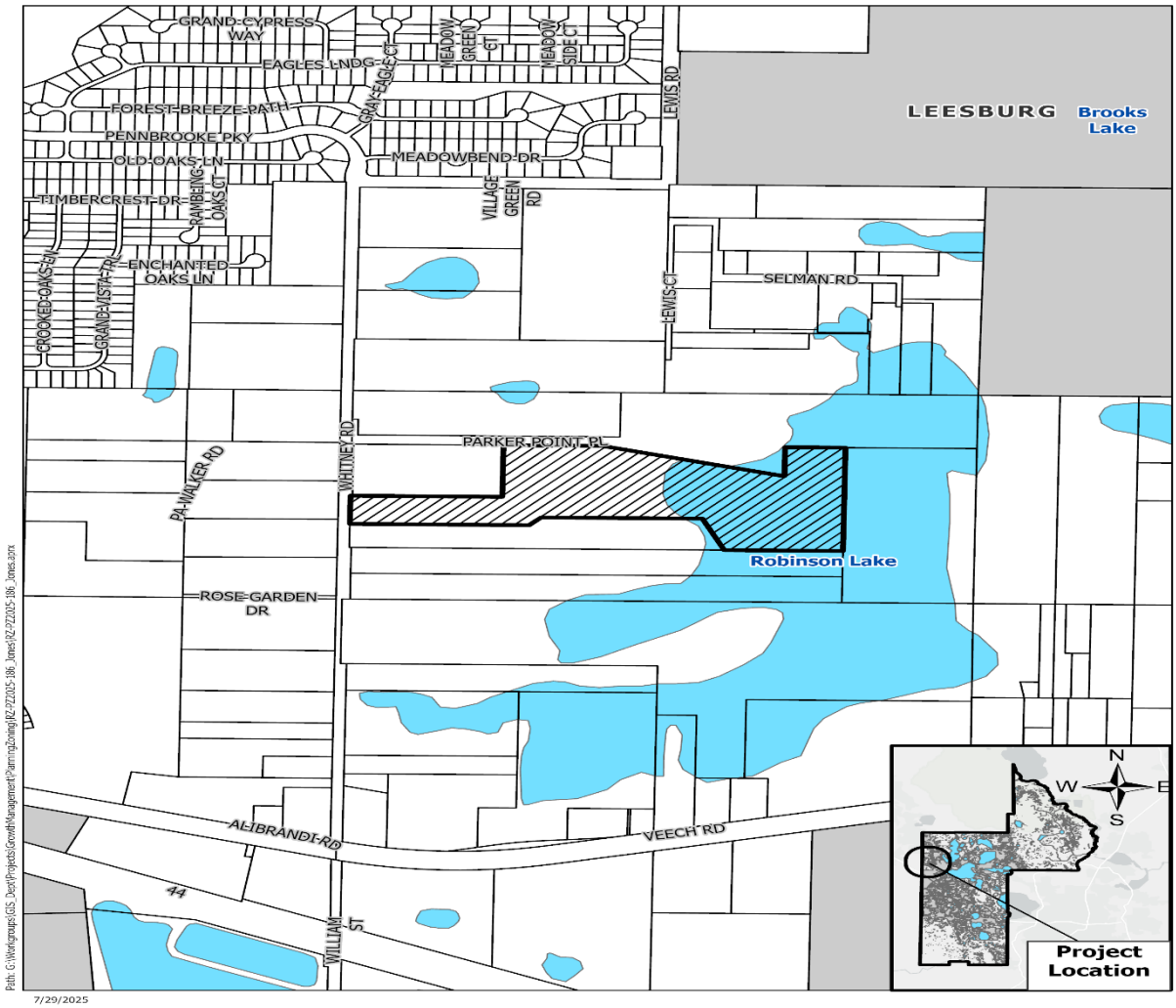
EXHIBIT "A" - Legal Description.

A parcel of land in Lake County, Florida, described as follows: Begin at the Southwest corner of NW 1/4; thence run North 990 feet; thence East 1071.63 feet; thence S 76°24' E 787.89 feet; thence North 185.23 feet; thence East 252.54 feet; thence South 990 feet; thence West 2090 feet to the Point of Beginning. Said property being located in Section 20, Township 19 South, Range 24 East.

EXCEPT the following described parcels:

Parcel 1: From the Southwest corner of the NW 1/4 of Section 20, Township 19 South, Range 24 East; thence run North 990 feet for Point of Beginning; thence run East 660 feet; thence run South 330 feet; thence run West 660 feet; thence run North 330 feet to the Point of Beginning.

Parcel 2: From the Southwest corner of the NW 1/4 of Section 20, Township 19 South, Range 24 East; run thence North a distance of 330 feet, thence East a distance of 2090 feet; thence South a distance of 330 feet; thence West a distance of 2,090 feet to the Point of Beginning.



LOT SPLIT RESOLUTION STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	6
Public Hearing Date:	June 9, 2026
Case No. and Project Name:	Resolution 2026-_____, Jones Property-Whitney Road
Commissioner District:	District 5 – Timothy Morris
Applicant(s):	Randy Jones
Owner(s):	Randy A. Jones Jr. and Emily Blanchard Jones, Trustees of the Randy and Emily Jones Family Trust
Requested Action:	Approval of Resolution under Section 14.11.01(G), Lake County Code, Appendix E, Land Development Regulations, to allow the creation of one additional lot through the Minor Lot Split process on property owned by Randy A. Jones Jr. and Emily Blanchard Jones, Trustees of the Randy and Emily Jones Family Trust
Case Manager:	Corey DeVogel, Planner I

Subject Property Information

Size:	18.76 +/- gross acres
Location:	32600 Whitney Road, in the unincorporated Leesburg area
Alternate Key No.:	1111315
Future Land Use:	Urban Low Density (Attachment “A”)
Current Zoning District:	Agriculture “A” District (Attachment “B”)
Proposed Zoning District:	Rural Residential “R-1” District (Attachment “C”)
Flood Zones:	“AE” and “X”
JPA/ISBA:	Leesburg Interlocal Service Boundary Agreement
Overlay/Rural Protection Area:	N/A
Located within BMAP:	Ocklawaha

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban Low Density	Agriculture (A)	Agriculture / Right-of-Way	Wholesale Nursery north of Parker Point Place
South	Urban Low Density	Agriculture (A)	Residential	Single-Family Residence
East	N/A	N/A	Lake	Robinson Lake
West	Rural Transition	Rural Residential (R-1)	Residential	Single-Family Residence

– Summary of Request –

On September 23, 2025, the Board of County Commissioners (Board) adopted Ordinance 2025-45 for purposes of amending Section 14.11.01, Appendix E, Land Development Regulations (LDR) entitled *Minor Lot Splits*. As part of that ordinance, the Board created a process by which a property Owner could seek approval to create one (1) additional lot through the Minor Lot Split process if the Board determines that the creation of the additional lot will not negatively impact public infrastructure, including roads, stormwater, or utilities. The additional lot must meet all other requirements of the LDR. Randy A. Jones Jr. and Emily Blanchard Jones, Trustees of the Randy and Emily Jones Family Trust own the property identified by Alternate Key No. 1111315.

The Owner previously split the property under the Minor Lot Split process in 2019 (LS 2019-25-1) and is now requesting the creation of one additional lot. The total parcel acreage is approximately 18.76 +/- gross acres. The Owner proposes to split the 18.76 +/- gross acres into a 1.0+/- acre parcel and a 17.76+/- acre parcel, both of which would meet the minimum density requirements of the Urban Low Density Future Land Use and proposed Rural Residential "R-1" Zoning District, both of which limit density to four(4) units per (one) 1 net acre and (one) 1 unit per one (1) buildable acre respectively (Attachment "D").

The subject parcel is developed with a single-family residential home and an attached accessory dwelling unit as indicated on the Property Record Card (Attachment "E").

GIS maps indicate that the subject parcel is located within flood zones "AE" and "X" and there is indication that wetlands exist on the site.

For background purposes, the accompanying rezoning of the subject property is being requested to facilitate a Minor Lot Split consistent with Land Development Regulation Section 14.11.01(G) entitled *Minor Lot Splits*. The Applicant is seeking a rezoning of the subject property from Agriculture "A" to Rural Residential "R-1", in order to facilitate a potential future Minor Lot Split, creating a 1-acre lot that meets the 1-acre density requirement of Rural Residential "R-1" zoning designation, as well as the existing Future Land Use category density requirement for the Urban Low FLUC. A variance for road frontage will be required in order for the subject lot to meet the LDR requirements for the Rural Residential zoning designation, as noted within LDR 3.10.00, requiring 100-feet of road frontage. The rezoning and additional lot split are proposed in tandem to be voted on by the Board of County Commissioners allowing the Applicant to apply for an additional Minor Lot Split from the site's previous Minor Lot Split LS 2019-25-1.

On July 29, 2025, the accompanying rezoning application was sent to the Public Works Department, Fire Rescue Office, Solid Waste Department, School Concurrency Department, and Parks Department for a determination of consistency with applicable regulations, including flood and stormwater requirements. No objections were provided. The Board of County Commissioners shall consider the following criteria for approval of an exception to allow an additional lot to be created:

1. The creation of one additional lot will not negatively impact public infrastructure, including roads, stormwater or utilities.
2. The creation of the one (1) additional lot would meet all other requirements for a Minor Lot Split.

The subject property is located within the City of Leesburg Interlocal Service Boundary Agreement (ISBA) and the accompanying rezoning application was provided to the City of Leesburg to review for a determination of consistency with their regulations. The City of Leesburg had no objection to the request (Attachment "F").

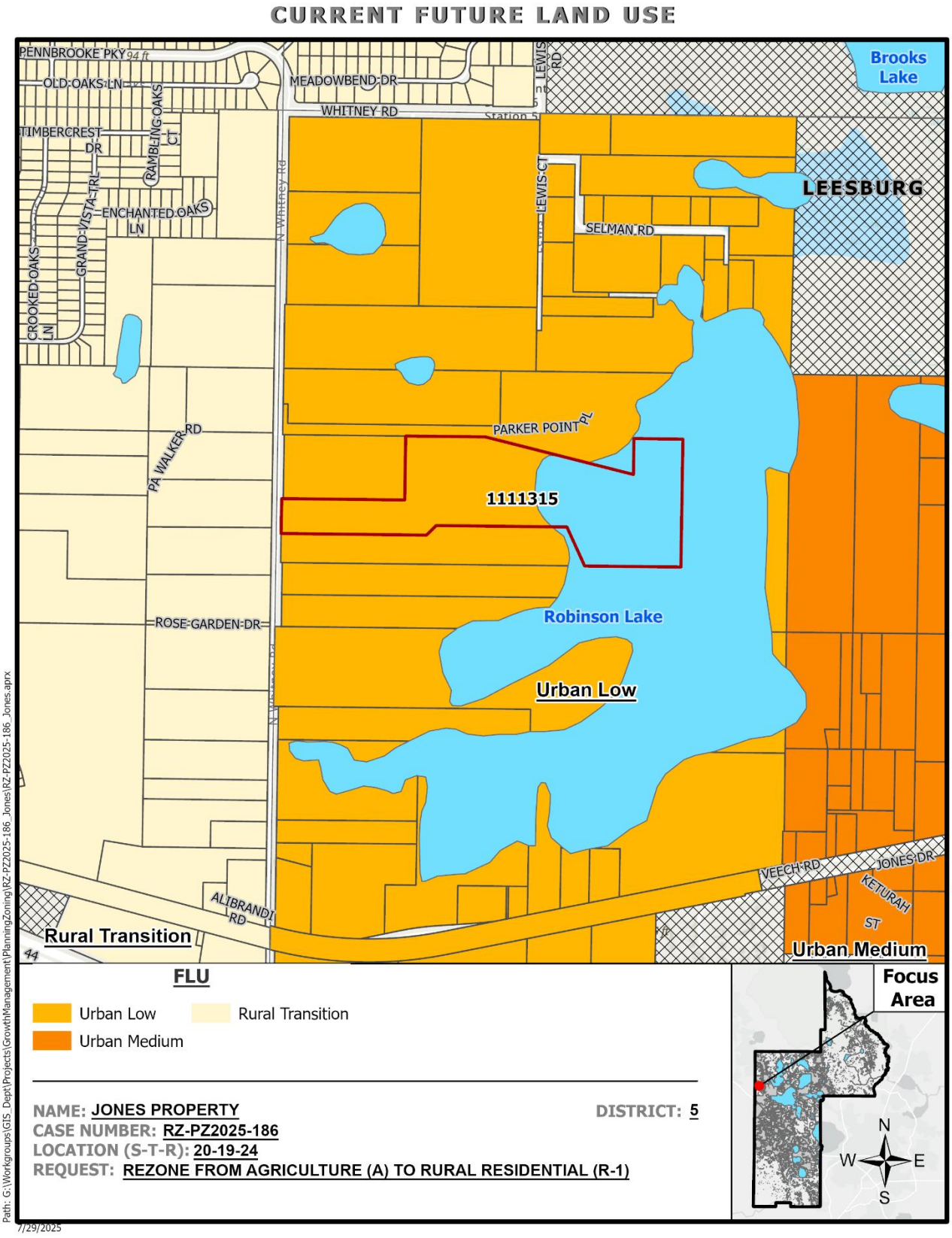
The Applicant provided a Project Narrative as shown on Attachment "G".

– Staff Analysis –

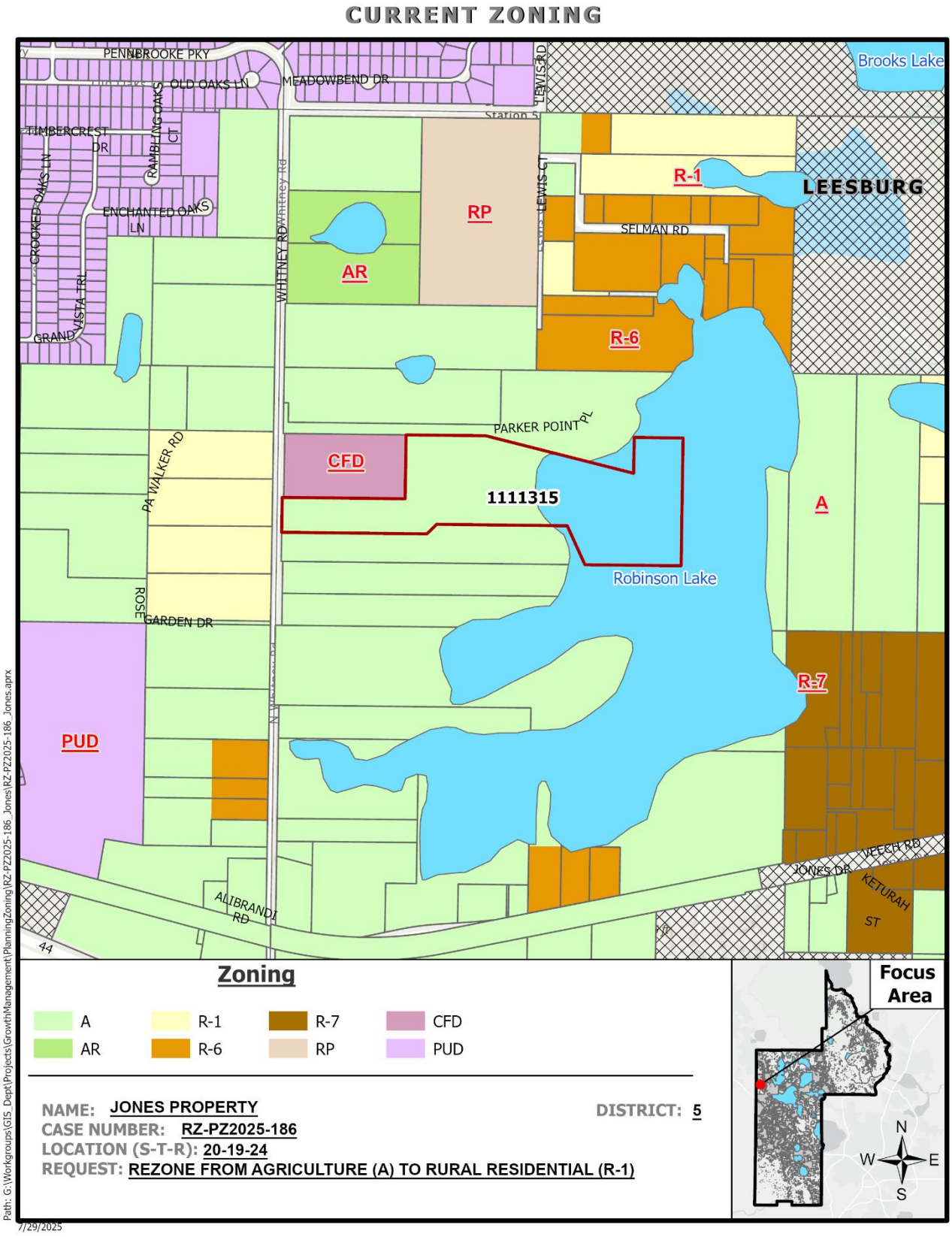
Following the potential approvals of the accompanying rezoning and Resolution for an additional lot, the Applicant intends to apply for a variance requesting the allowance of a reduced required road frontage of fifty feet (50') for the newly created lot within the Rural Residential (R-1) zoning district. Following the potential variance approval by the Board of Adjustment, a Minor Lot Split application shall be submitted to split the subject property. The Minor Lot Split shall comply with the Comprehensive Plan and Land Development Regulations, as amended.

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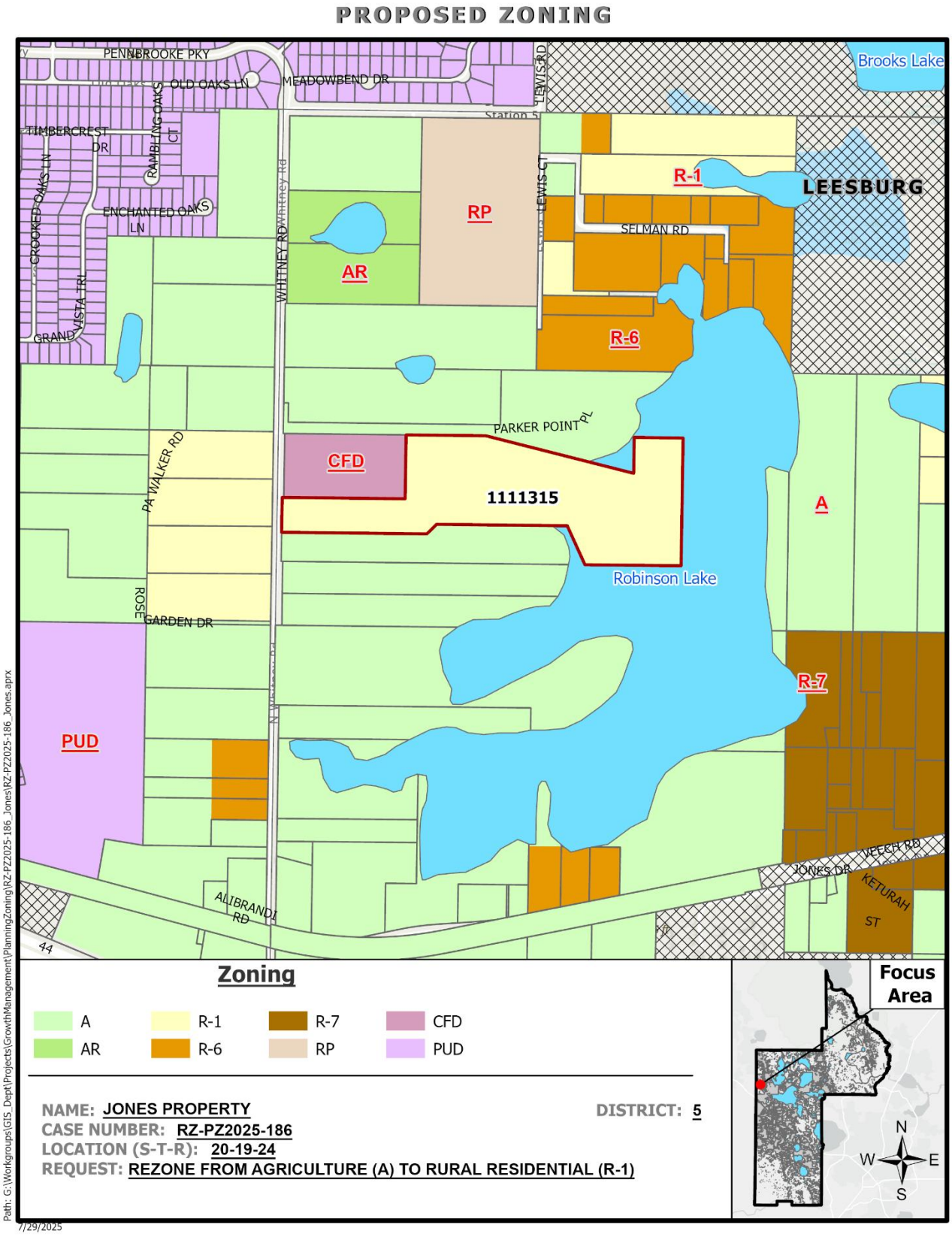
Attachment "A" – Future Land Use Map



Attachment "B" – Zoning District Map



Attachment "C" – Proposed Zoning Map



Attachment "D" – Concept Plan



Attachment "E" – Existing Development (1 of 2)

General Information

Name:	RANDY AND EMILY JONES FAMILY TRUST	**Alternate Key:**	1111315
Mailing Address:	32600 WHITNEY RD LEESBURG, FL 34748 *Update Mailing Address*	**Parcel Number:**	20-19-24-0002-000-03200
		Millage Group and City:	0001 Unincorporated
		2025 Total Certified Millage Rate:	13.4482
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	32600 WHITNEY RD LEESBURG FL, 34748	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	FROM THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 24 EAST RUN NORTH 00-27-52 EAST ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 A DISTANCE OF 480 FEET FOR POINT OF BEGINNING, RUN CONTINUE NORTH 00-27-52 EAST 180 FEET, SOUTH 89-47-50 EAST 660 FEET, NORTH 00-27-52 EAST 330 FEET, SOUTH 89-47-50 EAST 411.63 FEET, SOUTH 76-11-50 EAST 787.84 FEET, NORTH 00-27-52 EAST 185.23 FEET, SOUTH 89-47-50 EAST 252.54 FEET, SOUTH 00-27-52 WEST 659.98 FEET, NORTH 89-47-50 WEST 496.77 FEET, NORTH 24-53-29 WEST 220.84 FEET, NORTH 89-47-50 WEST 674.65 FEET, SOUTH 45-12-10 WEST 70.71 FEET, NORTH 89-47-50 WEST 775 FEET TO THE POINT OF BEGINNING--LESS RIGHT OF WAY FOR WHITNEY ROAD-- ORB 5265 PG 1626 ORB 6314 PG 408		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY LAKE FRONTAGE (0103)	0	0		7.530	Acre	$300,447.00	$300,447.00
2	WETLAND (9600)	0	0		11.230	Acre	$505.00	$505.00

Click here for Zoning Info FEMA Flood Map

Residential Building(s)

Building 1

Residential	Building Value: $686,640.00

Summary

Year Built: 2022	Total Living Area: 4914	Central A/C: Yes	Fireplaces: 1
Bedrooms: 3	Full Bathrooms: 3	Half Bathrooms: 2	

Incorrect Bedroom, Bath, or other information?

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	BRICK/BLOCK STUCCO OR SIDING (03)	1.25	3774
FINISHED AREA UPPER STORY (FUS)		1.25	1140
GARAGE FINISH (GAR)		1.25	852
OPEN PORCH FINISHED (OPF)		1.25	161
SCREEN PORCH FINISHED (SPF)		1.25	429

Attachment "E" – Existing Development (2 of 2)

Building 2

Residential	Building Value: $432,727.00

Summary

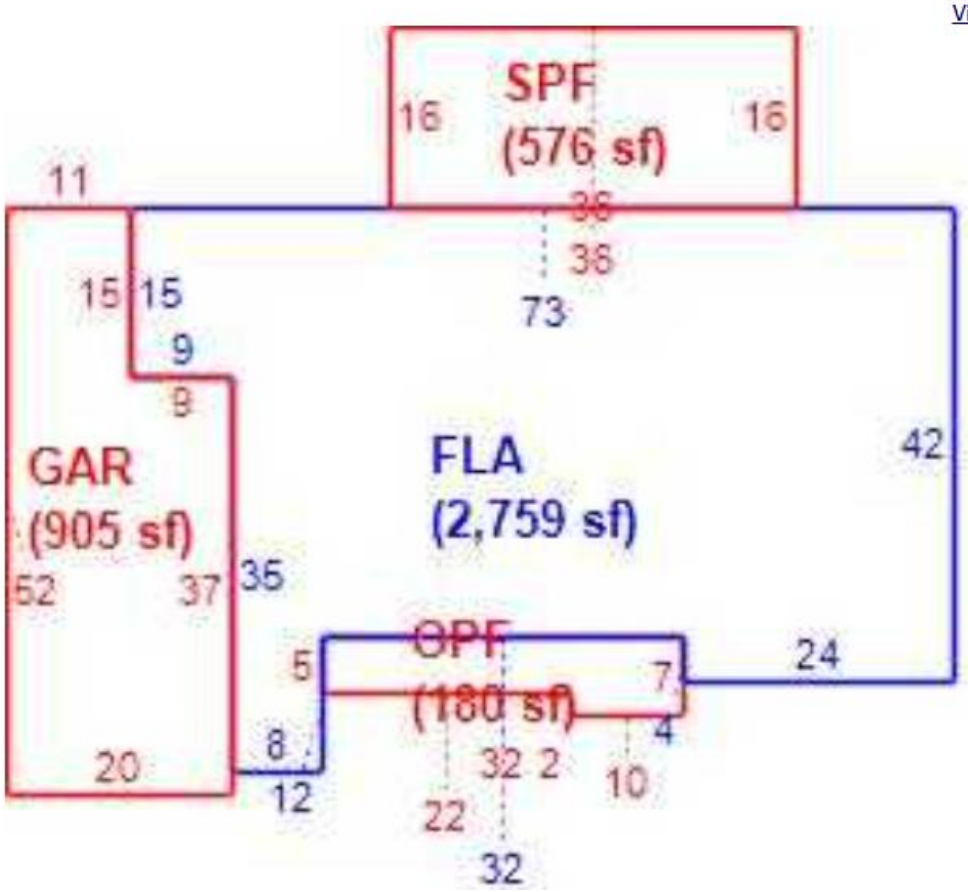
Year Built: 2024	Total Living Area: 2759	Central A/C: Yes	Fireplaces: 0
Bedrooms: 2	Full Bathrooms: 2	Half Bathrooms: 1	

Incorrect Bedroom, Bath, or other information?

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	BRICK/BLOCK STUCCO OR SIDING (03)	1.00	2759
GARAGE FINISH (GAR)		1.00	905
OPEN PORCH FINISHED (OPF)		1.00	180
SCREEN PORCH FINISHED (SPF)		1.00	576

View Larger / Print / Save



Attachment "F" – City of Leesburg (ISBA)

Holt, Sharyn

From: Dan Miller <Dan.Miller@leesburgflorida.gov>
Sent: Tuesday, July 29, 2025 1:18 PM
To: Holt, Sharyn
Subject: RE: Jones Property - Whitney Road / PZ2025-186 / AR 6093

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Holt:
Thank you for the information regarding the Jones Property – Whitney Road, PZ2025 / AR 6093. The Planning and Zoning Department of the City of Leesburg has no objection to this request.

Sincerely,

Dan Miller, Director
Planning & Zoning Department
City of Leesburg
204 North Fifth Street
Leesburg, Florida 34748

Attachment "G" – Project Narrative (1 of 2)

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

Office of Planning and Zoning

Project Narrative Rezoning

In compliance with LDR Section 14.03.03, please answer the following questions:

1. Whether the rezoning is in conflict with any applicable provisions of the Code.
   This rezoning is compatible with future land use (urban low) and would be similar to other properties in the area.

2. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.
   Yes, going from AG to R1 will be consistant with the Comprehensive Plan and future land use.

3. Whether, and the extent to which, the proposed rezoning is inconsistent with existing and proposed land uses.
   It is not inconsistent because the future land use is urban low and we are requesting this rezoning in order to facilitate a minor lot split in the future in order to build a one-family unit on the new 1+ acre lot.

4. Whether there have been changed conditions that justify a rezoning
   The reason for rezoning is to go from AG to R1 so that we can facilitate a minor lot split for the purpose of adding one single family residence.

5. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.
   Central water/sewer are not available so a personal well and septic will be used that fits the regulations of the region.

Attachment "F" – Project Narrative (2 of 2)

6. Whether, and the extent to which, the rezoning would result in significant impacts on the natural environment.

It will not have any impact on wetlands, flood zone, or any environmentally sensitive areas.

7. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

It would be good for property values because this rezoning will facilitate the minor lot split which will have a custom-built single family residence on it.

8. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

This rezoning is orderly and logical based on the similar properties in the immediate area as well as the future use plans.

9. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

This rezoning will not impact neighbors and is in harmony with all regulations.

10. Any other matters that may be deemed appropriate by the Lake County Planning and Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

I don't believe so.

Fire Safety Office

Holt, Sharyn

From: Stephens, Summer
Sent: Tuesday, August 19, 2025 3:18 PM
To: Holt, Sharyn
Cc: Yanes, Elisa
Subject: RE: Jones Property - Whitney Road / PZ2025-186 / AR 6093

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Shari,

Fire comments below:

No objections to rezoning, provided compliance with Florida Fire Prevention Code and LDR's regarding adequate water supply and emergency access.

Thank you,

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

SUMMER STEPHENS
Fire Inspector
OFFICE OF BUILDING SERVICES
Board of County Commissioners

A 315 W. Main St. Suite 511 Tavares, FL 32778
P 352-343-5407 | F 352-343-9771 | C 352636-5594
E summer.stephens@lakecountyfl.gov | W www.lakecountyfl.gov
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Tell us how we're doing.
Participate in our customer satisfaction survey
CLICK HERE

Public Works Engineering

Holt, Sharyn

From: Lynch, Seth
Sent: Thursday, August 14, 2025 9:43 AM
To: Holt, Sharyn
Cc: Dongalo, Ryan
Subject: RE: Jones Property - Whitney Road / PZ2025-186 / AR 6093

Follow Up Flag: Follow up
Flag Status: Flagged

I have no comment.

Thanks,
Seth

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

SETH LYNCH
Development Engineer/Project Manager
PUBLIC WORKS DEPARTMENT
Engineering Division, Development Section

A P.O. BOX 7800, 350 N. Sinclair Ave, Tavares, FL, 32778
P 352-253-9052
E seth.lynch@lakecountyfl.gov | W www.lakecountyfl.gov
NOTE: Florida has a very broad public records law.
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Floodplain Management

Holt, Sharyn

From: Bursa, Karl
Sent: Tuesday, July 29, 2025 10:37 AM
To: Holt, Sharyn
Subject: RE: Jones Property - Whitney Road / PZ2025-186 / AR 6093

Shari:

Thanks for the opportunity to comment on this application.

The proposed rezoning does increase the intensity of the use; but the proposed increase is minimal. The proposed lot split will yield a property that is completely outside the Special Flood Hazard Area.

As such, Floodplain Management Staff have no comments on or objections to this application.

Thanks!

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

KARL W. BURSA, *AICP, CFM*
Public Works Operations Manager

PUBLIC WORKS
A P.O. Box 7800, 323 N. Sinclair Ave. Tavares, FL 32778
P 352-253-9080 | F 352-253-9086
E karl.bursa@lakecountyfl.gov | W www.lakecountyfl.gov

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Office of Solid Waste

Holt, Sharyn

From: Ellis, Tony
Sent: Tuesday, July 29, 2025 12:41 PM
To: Holt, Sharyn
Subject: RE: Jones Property - Whitney Road / PZ2025-186 / AR 6093

Follow Up Flag: Follow up
Flag Status: Flagged

The Office of Solid Waste has no objections to the request. If approved, the property and associated units will remain under the County's residential collection services and will continue to be subject to the annual Solid Waste Assessment, in accordance with Chapter 23 of the Lake County Code.

Tony Ellis
Financial Coordinator
OFFICE OF SOLID WASTE

A 13130 County Landfill Road, Tavares, FL 32778
P 352-253-1673 | F 352-253-1690
E tony.ellis@lakecountyfl.gov | W www.lakecountyfl.gov

NOTE: Florida has a very broad public records law.
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School Concurrency

Holt, Sharyn

From: Croney, Heather N <CroneyH@lake.k12.fl.us>
Sent: Wednesday, August 27, 2025 12:26 PM
To: Holt, Sharyn
Cc: LaValley, Helen
Subject: RE: Jones Property - Whitney Road / PZ2025-186 / AR 6093

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No comments on this lot split, but if more than 4 new dwelling units was proposed in association with it, that would be subject to school concurrency review.

Heather Croney
Senior Planner
Growth Planning
Lake County Schools
220 N Central Ave
Umatilla, FL 32784
croneyh@lake.k12.fl.us
352-253-6696
www.lake.k12.fl.us / https://www.lake.k12.fl.us/o/lcs/page/growth-planning
www.facebook.com/LakeSchools



Parks and Water Resources

Holt, Sharyn

From: Isaac, Melving
Sent: Monday, August 11, 2025 1:34 PM
To: Holt, Sharyn
Subject: RE: Jones Property - Whitney Road / PZ2025-186 / AR 6093

Good Afternoon Shari,

Parks has no comments regarding this Rezoning application.

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Melving Isaac, *P.E.*
Construction Program Manager

Parks and Water Resources

A 13930 Education Avenue, Minneola, FL 34715
P 352-253-4950 | **Cellphone** 352-638-3025
E melving.isaac@lakecountyfl.gov | **W** www.lakecountyfl.gov

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Holt, Sharyn

From: Croney, Heather N <CroneyH@lake.k12.fl.us>
Sent: Wednesday, August 27, 2025 12:26 PM
To: Holt, Sharyn
Cc: LaValley, Helen
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Heather Croney
Senior Planner
Growth Planning
Lake County Schools
220 N Central Ave
Umatilla, FL 32784
croneyh@lake.k12.fl.us
352-253-6696
www.lake.k12.fl.us / https://www.lake.k12.fl.us/o/lcs/page/growth-planning
www.facebook.com/LakeSchools



Parks and Water Resources

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LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

Melving Isaac, *P.E.*
Construction Program Manager

Parks and Water Resources

A 13930 Education Avenue, Minneola, FL 34715
P 352-253-4950 | **Cellphone** 352-638-3025
E melving.isaac@lakecountyfl.gov | **W** www.lakecountyfl.gov

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Office of Solid Waste

Holt, Sharyn

From: Ellis, Tony
Sent: Tuesday, July 29, 2025 12:41 PM
To: Holt, Sharyn
Subject: RE: Jones Property - Whitney Road / PZ2025-186 / AR 6093

Follow Up Flag: Follow up
Flag Status: Flagged

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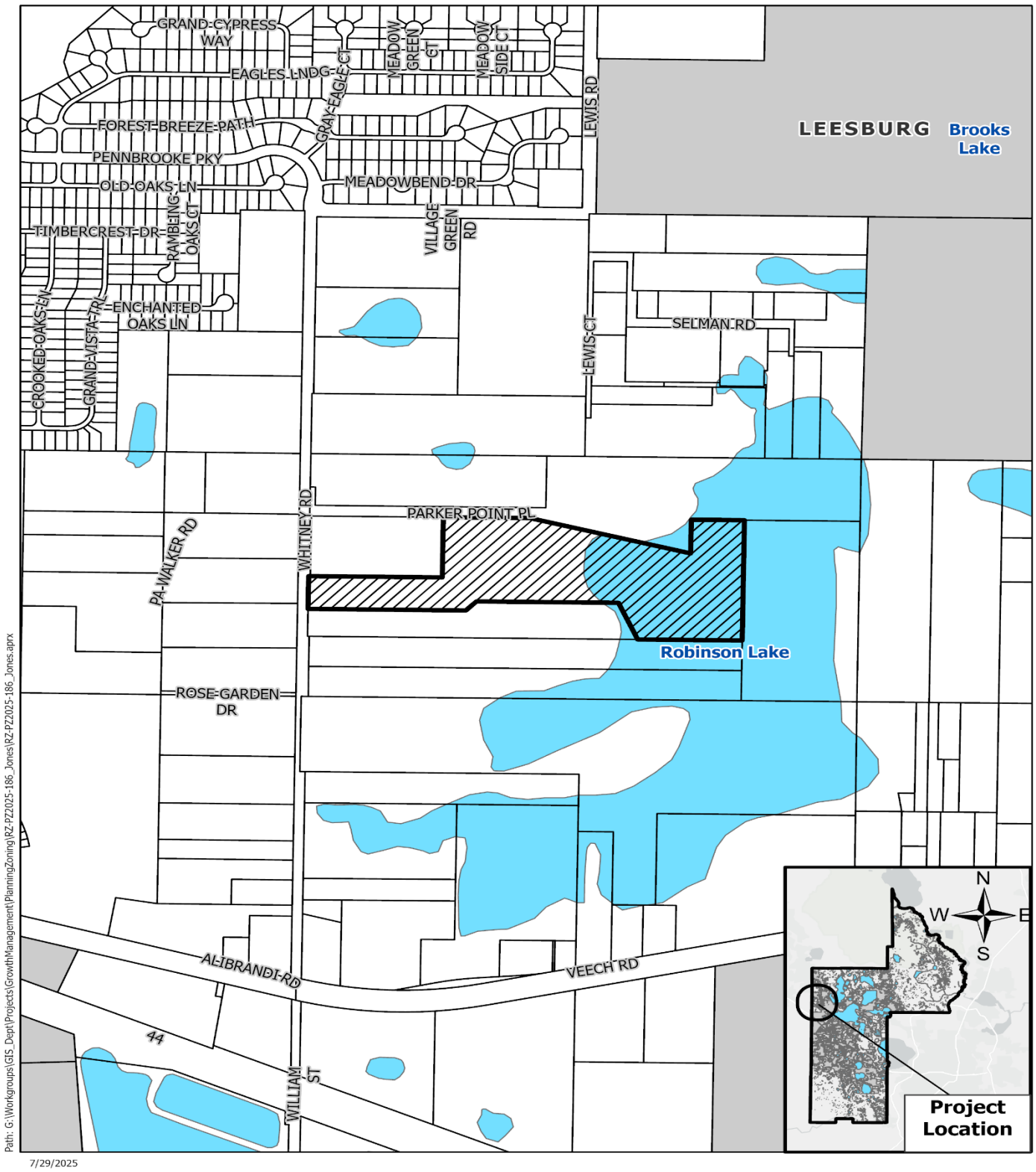
LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Tony Ellis
Financial Coordinator
OFFICE OF SOLID WASTE

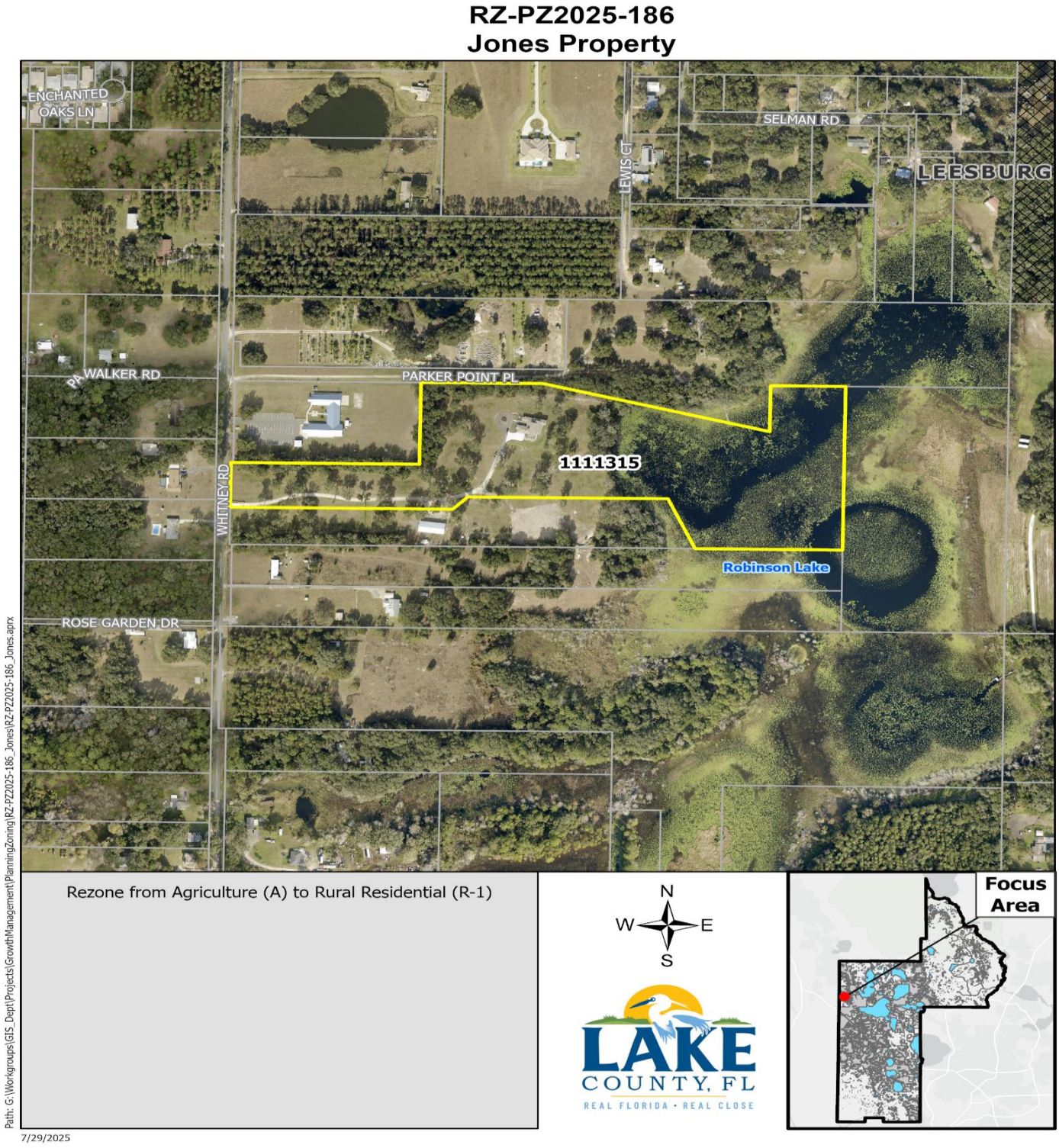
A 13130 County Landfill Road, Tavares, FL 32778
P 352-253-1673 | F 352-253-1690
E tony.ellis@lakecountyfl.gov | W www.lakecountyfl.gov

NOTE: Florida has a very broad public records law.
Your email communications may be subject to public disclosure.

Map of Subject Property



Aerial Map of Subject Property



RESOLUTION NO. 2026 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; GRANTING AN EXCEPTION TO ALLOW ONE (1) ADDITIONAL LOT BE CREATED PURSUANT TO SECTION 14.11.01(G), LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR APPROVAL OF EXCEPTION TO ALLOW ONE (1) ADDITIONAL LOT BE CREATED; PROVIDING CONDITIONS OF APPROVAL; PROVIDING FOR ADMINISTRATIVE DIRECTION; PROVIDING FOR EFFECT OF DENIAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 14.11.01(G), Lake County Code, Appendix E, Land Development Regulations, for lot split applications approved after January 1, 2020, neither the original parcel nor the newly created parcels are eligible for any further minor lot splits unless the Board of County Commissioners ("Board") approves by resolution an exception to allow one (1) additional lot to be created; and

WHEREAS, Section 14.11.01(G), Lake County Code, Appendix E, Land Development Regulations, provides that the Board may use the following criteria in determining whether to grant such an exception: (1) the creation of one additional lot will not negatively impact public infrastructure, including roads, stormwater, or utilities; and (2) the creation of the one (1) additional lot would meet all other requirements for a minor lot split; and

WHEREAS, Randy A. Jones, Jr. and Emily Blanchard Jones, Trustees of the Randy and Emilly Jones Family Trust ("Applicant"), owners of certain real property located in Lake County, Florida, identified by Alternate Key No. 1111315, and more particularly described in **Exhibit A**, attached hereto and incorporated herein, has requested Board approval of an exception to permit one (1) additional minor lot split under Section 14.11.01(G), Lake County Code, Appendix E, Land Development Regulations; and

WHEREAS, the Board has considered the application, the staff report, competent substantial evidence presented at a duly noticed public meeting, and the applicable provisions of the LDRs.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida, as follows:

Section 1. Legislative 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. Findings.

A. The subject property was previously approved for a minor lot split after January 1, 2020, and would otherwise be ineligible for further minor lot splits absent Board approval by

resolution, as provided in LDR Section 14.11.01(G), Lake County Code, Appendix E, Land Development Regulations.

B. Based on the record before the Board, the creation of one (1) additional lot will not negatively impact public infrastructure, including roads, stormwater, or utilities.

Section 3. **Approval of Exception.** Subject to the conditions set forth herein, the Board approves an exception under Section 14.11.01(G), Lake County Code, Appendix E, Land Development Regulations, to allow one (1) additional lot to be created from the property described in **Exhibit A.**

Section 4. Conditions of Approval. The approval granted in Section 3 is expressly conditioned upon the Applicant's compliance with all of the following:

A. Application and Fees. Submission of a complete lot split application and payment of all required fees.

B. Compliance with Minor Lot Split Requirements. Demonstrated compliance with all applicable standards and submittal requirements for minor lot splits under Section 14.11.01, Lake County Code, Appendix E, Land Development Regulations, including but not limited to: initial submittal items; review procedures; standards (lot number limits; minimum acreage; access/frontage; easements; floodplain compliance; prohibition of flag lots; subdivision limitations; comprehensive plan consistency); and final submittal documentation.

C. No Additional Minor Lot Splits. This exception authorizes only the creation of one (1) additional lot. No further minor lot splits of the original or newly created parcels are authorized by this Resolution.

D. Additional Approvals. All other permits and approvals required by applicable law remain the responsibility of the Applicant. Approval under Section 14.11.01, Lake County Code, Appendix E, Land Development Regulations, recognizes legal lots for zoning purposes only and vests no entitlement to any other Land Development Regulations requirement or development approval.

E. No Estoppel. Approval of the request to create one (1) additional lot through an administrative process cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

Section 5. Administrative Direction. County staff is authorized to accept, process, and act upon the subsequent minor lot split application consistent with this Resolution and the Land Development Regulations.

Section 6. **Effect of Denial**. If, during administrative review, staff determines that the application fails to meet applicable Land Development Regulations requirements or creates a subdivision under Section 177.031, Florida Statutes, or necessitates additional infrastructure to accommodate stormwater or utilities, the lot split application shall be denied, without prejudice to the Applicant's right to plat the property as provided by the Land Development Regulations.

Section 7. **Effective Date.** This Resolution shall take effect 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

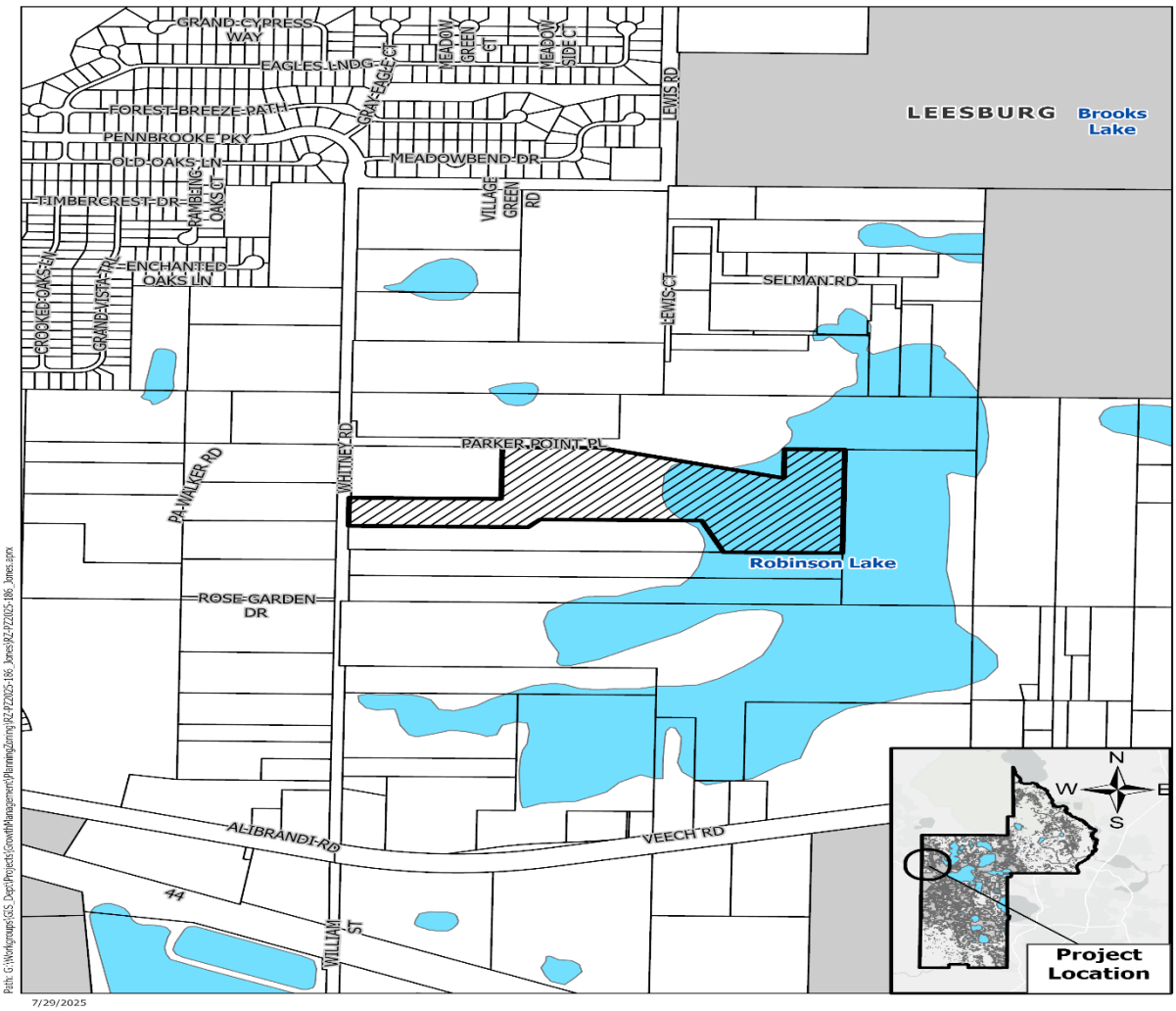
EXHIBIT A: PARENT PARCEL

A parcel of land in Lake County, Florida, described as follows: Begin at the Southwest corner of NW 1/4; thence run North 990 feet; thence East 1071.63 feet; thence S 76°24' E 787.89 feet; thence North 185.23 feet; thence East 252.54 feet; thence South 990 feet; thence West 2090 feet to the Point of Beginning. Said property being located in Section 20, Township 19 South, Range 24 East.

EXCEPT the following described parcels:

Parcel 1: From the Southwest corner of the NW 1/4 of Section 20, Township 19 South, Range 24 East; thence run North 990 feet for Point of Beginning; thence run East 660 feet; thence run South 330 feet; thence run West 660 feet; thence run North 330 feet to the Point of Beginning.

Parcel 2: From the Southwest corner of the NW 1/4 of Section 20, Township 19 South, Range 24 East; run thence North a distance of 330 feet, thence East a distance of 2090 feet; thence South a distance of 330 feet; thence West a distance of 2,090 feet to the Point of Beginning.



Planning and Zoning Board Minutes

May 6, 2026

- Sorrento Ave – Elkridge (Development Agreement)
- Mountain Lake Drive (Development Agreement)
- Haines Creek Estates PUD Amendment (RZ)
- Wiggins CR 439, LLC (CUP)
- Jones Property – Whitney Road (RZ)

MINUTES
LAKE COUNTY PLANNING AND ZONING BOARD
May 6, 2026

The Lake County Planning and Zoning Board met on Wednesday, May 6, 2026, in County Commission Chambers on the second floor of the Lake County Administration Building to consider petitions for rezoning requests.

The recommendations of the Lake County Planning and Zoning Board will be transmitted to the Board of County Commissioners (BCC) for their public hearing to be held on Tuesday, June 9, 2026 at 9:00 a.m. in the County Commission Chambers on the second floor of the County Administration Building, Tavares, Florida.

Members Present:

Judith Fike	District 1
Laura Jones Smith, Chairman	District 2
Addie Owens (arrived at 9:03 a.m.)	District 3
Dan Tatro	District 5
Sean Lahey	At-Large Representative
Mollie Cunningham	School Board Representative

Members Not Present:

Carroll Jaskulski, Vice Chairman	District 4
Mark McManus	Ex-Officio Non-Voting Military

Staff Present:

Janie Barrón, Planning Manager, Office of Planning and Zoning
Leslie Regan, Senior Planner, Office of Planning and Zoning
Corey DeVogel, Planner I, Office of Planning and Zoning
Eva Lora, Public Hearing Coordinator, Office of Planning and Zoning
Melanie Marsh, County Attorney
Stephanie Cash, Deputy Clerk, Board Support

Chairman Laura Jones Smith called the meeting to order at 9:00 a.m. She then led the Pledge of Allegiance and called for a moment of silence. She remarked that the Lake County Planning and Zoning Board was an advisory board to the BCC, and that the Board was responsible for reviewing proposed changes to the Comprehensive Plan (Comp Plan), zoning, conditional use permits (CUPs), mining site plans, and making recommendations on these applications to the BCC. She added that the Board's recommendations would be transmitted to the BCC for their consideration on June 9, 2026.

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CONSENT AGENDA

TAB NO:	CASE NO:	OWNER/APPLICANT/PROJECT
Tab 1	Ordinance #2026-XX	LDR Amendment: HOA Affidavit Requirement for Permits
Tab 2	Ordinance #2026-XX	Wiggins CR 439, LLC (CUP)
Tab 3	Ordinance #2026-XX	Jones Property – Whitney Road (RZ)
Tab 4	Development Agreement	Sorrento Ave - Elkridge
Tab 5	Development Agreement	Mountain Lake Drive

REGULAR AGENDA

TAB NO:	CASE NO:	OWNER/APPLICANT/PROJECT
Tab 6	Ordinance #2026-XX	Haines Creek Estates PUD Amendment (RZ)

AGENDA UPDATES

Ms. Janie Barrón, Planning Manager, Office of Planning and Zoning, indicated that the cases had been duly noticed in accordance with the law. She stated that staff received opposition correspondence for Tabs 2 and 3; therefore, these cases would be moved to the regular agenda. She also noted that a memo with this correspondence had been provided to the Board.

MINUTES

MOTION by Sean Lahey, SECONDED by Mollie Cunningham to APPROVE the Minutes of April 1, 2026 of the Lake County Planning and Zoning Board meeting, as submitted.

FOR: Fike, Jones Smith, Tatro, Lahey and Cunningham

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AGAINST: None

MOTION CARRIED: 5-0

PUBLIC COMMENT

No one wished to address the Board at this time.

CONSENT AGENDA

Ms. Addie Owens requested to pull Tab 1 from the consent agenda.

TAB NO:	CASE NO:	OWNER/APPLICANT/PROJECT
Tab 4	**Development Agreement**	**Sorrento Ave - Elkridge**
Tab 5	**Development Agreement**	**Mountain Lake Drive**

MOTION by Mollie Cunningham, SECONDED by Addie Owens to APPROVE the Consent Agenda, Tabs 4 and 5, pulling Tabs 1 through 3 to the regular agenda.

FOR: Fike, Jones Smith, Owens, Tatro, Lahey and Cunningham

AGAINST: None

MOTION CARRIED: 6-0

REGULAR AGENDA

LDR AMENDMENT: HOA AFFIDAVIT REQUIREMENT FOR PERMITS

Ms. Barrón presented Tab 1, and explained that the purpose of this ordinance was 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 had complied with any applicable architectural review requirements of a mandatory homeowner's association (HOA) or that they had complied with any applicable restrictive covenants. She indicated that this included the following: removed the requirement under Section C, which stated that a zoning permit issued prior to the effective date of these regulations would be null and void 90 calendar days from the date of issuance, since that was imposed at the time when the LDR was enacted; they rephrased "building

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permit" to "zoning permit" under Section D.4.; they added information regarding estoppel claims under Section D.4.c.; and they added information about the required affidavit under Section F.

Ms. Owens asked what issue the additional language under Section F was solving.

Ms. Barrón replied that staff ran into issues when issuing permits to people who were located within an area that had an HOA with an architectural review board or restrictive covenants, noting that the County was required to issue the permit as long as it met the LDR regardless of whether it met the HOA restrictions. She elaborated that sometimes the HOA would come to the County questioning why the permit was issued if it went against their restrictions or the person did not get approval from them first, and that they wanted to ensure that everyone was compliant when applying for a zoning permit.

Mr. Dan Tatro commented that he was on the architectural committee where he lived, and that they had instances where people bought a lot but were never told by their agent that the minimum house size was 3,600 square feet, noting that the owner wanted to build something smaller.

Ms. Melanie Marsh, County Attorney, explained that this was a BCC generated ordinance because there had been many concerns and complaints from people on architectural review boards, and that by the time the architectural review board saw a permit go up and construction taking place, it was oftentimes too late to stop it without going to court. She relayed that they had received several requests for them to require people to sign an affidavit notifying them that they may need to comply with other requirements. She indicated that this would not stop the permitting process or the zoning process, and that if someone lied on the affidavit and did not check with their HOA, the County could not revoke their permit as this was a civil matter.

Mr. Tatro opined that this was a good thing.

Ms. Owens mentioned that she recognized the issues, as HOAs had come to public hearings asking for them to deny a permit request because of their own private covenants; however, she was concerned about what problem this could create since the affidavit stated they "have complied" instead of "will comply," noting that these were two completely different statements.

Ms. Marsh relayed that this was a simple change, and that she could make a recommendation to the BCC to change the wording from "have" to "will." She said that the whole point of this was to make sure someone was aware that they may have another set of rules to comply with, and that they had to acknowledge that they either had an HOA or they did not, or they were a developer. She related that the rest of the affidavit stated that staff would not deny a permit or hold up processing of one.

Ms. Owens opined that building awareness was a good thing; however, she was concerned about that one word. She opined that there could be ill-intended HOAs out there that would

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use these affidavits in their civil suits, and that the County should not give them the leverage to do so.

Ms. Marsh remarked that there was no objection from staff to change the wording from "have" to "will."

Ms. Jones Smith mentioned that the second to the last sentence of Section F.1. stated "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," and asked how this applied to subdivisions where people lived in the homes, the subdivision was not built out yet, and the HOA was still managed by the developer.

Ms. Marsh replied that the resident could still check the box indicating that they have checked with their HOA. She said that the other option was for the developer to check the box indicating that they still controlled this.

Ms. Jones Smith relayed her understanding that this was not stating that the developer representative would have to submit the affidavit.

Ms. Marsh said it was not.

Ms. Jones Smith opined that the language was a bit confusing because it seemed as if a new subdivision still under developer control would need to present the affidavit, and that it might be better to put the language in separate bullets applicable to the developer seeking the zoning.

Ms. Marsh said that they could separate that out for developer permits, and that everyone else would still fall under the previous provision.

MOTION by Addie Owens, SECONDED by Judith Fike to APPROVE Tab 1, LDR Amendment: HOA Affidavit Requirement for Permits, with the proposed amendments to change the language from "have complied" to "will comply" and separating out the developer's language under Section F.1.

FOR: Fike, Jones Smith, Owens, Tatro, Lahey and Cunningham

AGAINST: None

MOTION CARRIED: 6-0

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WIGGINS CR 439, LLC (CUP)

Ms. Leslie Regan, Senior Planner, Office of Planning and Zoning, presented Tab 2 and indicated that the applicant was requesting a CUP approval on approximately 20.06 acres to allow a utility service use associated with a well drilling and repair facility with other associated uses within the Agriculture (A) District. She mentioned that the subject property was located east of County Road (CR) 439 and south of CR 44A in unincorporated Lake County, designated with a Rural Future Land Use Category (FLUC), and located within the Wekiva-Ocala Rural Protection Area (RPA) and the Wekiva Study Area. She relayed that this development would be done in two phases, and that the proposed phase one consisted of a 9,399 square foot warehouse and office and an existing 3,978 square foot barn for storage and parking of vehicles and equipment. She said that phase two consisted of a 9,815 square foot flex space for storage and agricultural support services to include the sale and repair of electrical power equipment for emergency services during power outages due to storms and/or hurricanes, as well as storage of such equipment necessary for the business, noting that the maximum building height was 35 feet. She commented that staff found this request consistent with the LDR and Comp Plan.

Ms. Jones Smith questioned how a well drilling and repair business was consistent with a utility service as a conditional use under the Agricultural zoning.

Ms. Regan explained that the major distinction was what was being maintained or serviced, and that the proposed use fell within the definition of a major utility per the LDR, noting that a utility was a group of activities to include those uses which provided essential or important public services and utilities. She said that this proposed use was directly tied to an essential service or an essential resource, which was their water supply infrastructure. She also mentioned that this was in the Wekiva Study Area, and that the strategy was to protect and preserve functions of natural resources, which this proposed use was doing.

Mr. Dan Langley, the applicant's representative, reiterated that this was consistent with the CUP criteria and Comp Plan and was compatible with the existing zoning. He opined that this business was important for this area as it served the agricultural community, and that it was important for it to be located approximate to the customer base in case a well needed repairing; additionally, these were essential services for the agriculture and rural community. He mentioned that this was a family-owned business since 1939, and that the owner lived close to this property.

Mr. Greg Wiggins, President of Wiggins Brothers Well Drilling and the applicant, stated that he was the third generation of their family-owned business that was founded in 1939 by his grandfather and great uncle, and that he also had three sons in the business, which was the fourth generation. He related that their business was founded to provide well and pump service needs to the agricultural and rural residential market, and that they still served the agricultural market, which was mostly comprised of plant nurseries, fruit, vegetables, cattle, and horse farms. He remarked that there was still a significant amount of Lake County's population who received their water from private wells, and that it was essential for them to

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provide this service to these communities because when a rural residential home's private well stopped functioning, it affected their family and animals. He mentioned that their business was currently located at the corner of State Road (SR) 46 and Round Lake Road in Sorrento, and that the City of Mount Dora was moving towards this area with high intensity development. He related that their new location at CR 439 was better suited for their business, as it was centrally located to the rural community they served, and that they could reach their customers faster in times of emergency, especially after normal hours. He said that their facility would be stocked with parts, it would have generator backup, and it would have an attractive building, as they had spent much time and money designing this so it was something they, along with the community, could be proud of. He indicated that the cattle currently on the property would remain and be able to graze in all the areas outside of the improved area of the business, and hoped that they could make this location their business's new home.

Ms. Sherie Lindh, with LPG Urban and Regional Planners, LLC, reiterated that well drilling was an essential utility service for the rural areas, and reported that according to the Bureau of Economic and Business Research, Lake County's population as of 2025 was 445,881 with approximately 200,867 of those residents located within unincorporated Lake County. She commented that many residents who relied solely on private wells were rural farms and homesteads as well as the agricultural industry, which consisted of animals, crops, and ornamentals vegetation; therefore, this was an essential service. She indicated that the project was located within the Rural FLUC which allowed for CUPs and major utilities, and that the proposed phase two would allow essential support services to well drilling, such as electrical, plumbing, and emergency generators. She relayed that the conceptual plan exceeded the minimum requirements of the Wekiva Study Area and the Wekiva-Ocala River Protection Area, as they wanted this facility to maintain the rural character of the area and to comply with all of the development standards within these areas. She said that the minimum open space requirement was 35 percent; however, they were preserving approximately 70 percent and were clustering the development according to the development standards. She commented that the minimum setback was only 25 feet, but they were offering a minimum of 51 feet from the southern property boundary and a minimum of 63 feet from the northern property boundary, which would make the proposed facility over 100 feet from the adjacent property boundaries. She stated that during the site plan stage they would meet in detail all the particular development standards, such as dark sky and design criteria for the buildings. She relayed that the proposed CUP was consistent with the FLU policies regarding the Wekiva Study Area, which included the following: it exceeded the minimum open space requirement; would adhere to development design standards, which provided for continuous open space and allowed for the continuance of a wildlife corridor; would have minimum site disturbance; would use the existing vegetation along the property boundaries to help maintain the rural character; and would utilize the best management practices for groundwater protection, noting that these would all be reviewed at site plan approval. She said that the proposed CUP was compatible with the surrounding area, and that it complied with the community facilities as outlined in LDR Section 3.01.02(E)(15), which allowed major utilities, including uses that provided essential or important public services and utilities, noting that well drilling provided residential, public, commercial, and agricultural wells, repair services, and fire protection. She commented that this would have a low impact to the area, and that a traffic analysis was

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provided that showed minimal impact. She said that there were approximately five employees on site, that the hours of operation were from 8:00 a.m. to 5:00 p.m., and that all the supplies, except for some of the larger pipes, would be stored inside the building. She indicated that they submitted an environmental assessment, which found that there were no natural communities, protected species, wetlands, or water bodies on site, and that they were not in a 100-year flood area. She showed pictures of the concept plan for phases one and two, and pointed out that the building was designed to match the rural character of the area, noting that they planned to utilize semi-impervious surfaces such as asphalt millings for the parking areas. She remarked that they were compliant with the Comp Plan and LDR, and requested that they approve the CUP.

The Chairman opened the floor for public comment.

Mr. Alex Macevicius, who lived across from the proposed site, stated that he owned a light industrial business, and opined that this business was also light industrial. He opined that this was a residential area and was not an area for light industrial, and that many of the homeowners had horses and other animals. He expressed concerns that there would be employees coming in and out of the site constantly, that they would have to handle emergencies outside normal operating hours, and that they would be using semi-trucks to transport the materials. He opined that there were plenty of other sites available in Lake County within 10 minutes of this one that were better suited for this business.

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

Mr. Wiggins remarked that they did not use semi-trucks to transport materials to job sites. He said that there was not much activity on the site, and that their customers did not come to them, as they went to their customers. He said that their employees arrived in the morning, gathered their supplies, and then headed out to do their service calls, and that even though they might come back to the office on occasion if they needed extra supplies, they would not be going in and out all day. He related that all of their deliveries came on box trucks, which was not very often, and that about three times per year some would be delivered by a semi-truck.

Ms. Mollie Cunningham asked if they would still only have five employees at this new facility.

Mr. Wiggins replied that they may get up to 10 employees at some point but that this would be further down the road.

Ms. Owens mentioned that there were landscape buffering requirements in the ordinance, and questioned if they planned to increase the existing line of trees or tear them down and start over.

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Mr. Wiggins stated that they left a significant number of trees there as a buffer for the neighbors because they wanted this to look natural and like it was meant to be there. He mentioned that he had spoken with all of their adjacent neighbors, and that they were in support of them and were glad this property was not going to turn into a subdivision.

Ms. Jones Smith commented that she understood how well drilling and repair was aligned with a major utility function; however, she questioned how generator sales and repair services and electrical plumbing services were part of this, and asked if these were part of their current operation.

Mr. Wiggins replied that they had been selling generators for over 30 years primarily to the agricultural nursery industry, noting that if power was lost, there was no water. He related that they may expand this part of their business and would probably do more of that in the second building. He said that when they had to troubleshoot for service calls, sometimes they would find that a pipe had broken and an electrician or plumber was needed, and that this was how the electrical plumbing services tied into this.

Ms. Jones Smith asked if electricians and plumbers were part of their business operation.

Mr. Wiggins answered that they were not currently, but that they recommended certain people. He commented that they might expand into that at some point.

Ms. Jones Smith relayed her understanding that they were already providing generator sales and repairs as part of their well drilling operation, and Mr. Wiggins confirmed this.

Ms. Jones Smith remarked that she understood that well drilling was considered a utility use; however, she was struggling with all of the other uses that were listed as being a utility use under the conditional use standards for an agricultural property.

Ms. Owens mentioned that she had a well, and that when a storm came through and knocked out the power, they did not have water. She pointed out that without an electrician, plumber, and a generator they would not have water, and opined that it was almost impossible to try to get someone to come out when they lost power during a storm.

Mr. Tatro commented that all of the utility services supported the agriculture portion of this.

Ms. Jones Smith opined that this was a slippery slope, as they were doing retail sales of generators and local repairs.

Ms. Owens remarked that she would be grateful to buy a generator from Wiggins Brothers Well Drilling if she had no water.

Ms. Jones Smith stated that this was not the issue, noting that they were asking for a CUP on an agricultural piece of property for a utility related use. She indicated that she was not questioning the business operations, as she thought that they probably provided quality

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services; however, she wanted to understand the connection between all of these other services. She asked where the line was drawn because it seemed like this could expand into anything they wanted it to, such as home repair, roof construction, electrical, and plumbing.

Ms. Marsh explained that these were ancillary uses, and that if another owner with a similar use came in there and started offering all types of electrical services and other things that were not related to well drilling, it would be an issue for the Office of Code Enforcement. She said that if they investigated and determined that these services exceeded the scope of the CUP, then they would take enforcement action and/or bring the CUP back.

Ms. Jones Smith questioned if what was in this CUP was clear enough that it would not allow for those types of services to emerge as primary uses outside of the well drilling operation component.

Ms. Marsh stated that this would be clear enough from a Code Enforcement perspective because it talked about it being essential support services, and that by using that term, it went along with the main use of well drilling, noting that if they were providing regular residential electrical services, then that would exceed the scope of service for a well drilling business. She then mentioned that the ordinance stated that the hours of operation were from 8:00 a.m. to 5:00 p.m., Monday through Friday, and commented that they may want to adjust that since Mr. Wiggins said they sometimes operated outside of normal operating hours, which could be a Code Enforcement violation based on how this was written.

Ms. Owens mentioned that Section 2.A.b. of the ordinance showed that essential support services, such as but not limited to the sale and repair of generators for emergency services during power outages due to storms and/or hurricanes, and electrical and plumbing services were allowed under the land use. She indicated her understanding that even though it did not state that they were going to have a retail shop and sell generators on a Monday through Friday basis, the intention was to provide these during power outages caused by storms, opining that they could possibly open their doors to sell generators during these times.

Ms. Marsh replied that her interpretation was correct, and believed that this was how staff interpreted it as well.

Ms. Jones Smith remarked that she was struggling with this because it seemed like it was switching from a well drilling business to essential support services that may be necessary in the event of a hurricane, and she asked if this should be allowed on an agricultural piece of property under a CUP or if it was more appropriately located in a retail or industrial setting. She opined that if Mr. Wiggins advertised the sale of generators before a hurricane was about to hit, he would have a whole line of cars down the street in front of his business where people were trying to do agricultural functions. She said that she was trying to see the line between what was written and what his business was doing because the CUP was not limited to his business, and opined that if he sold this property after it was developed, the new owner could come in and do other things on this property.

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Ms. Marsh asked if it would be appropriate for Mr. Wiggins to come back up and talk about the generators and the uses for those. She said that she understood Ms. Jones Smith's concerns; however, if Mr. Wiggins exceeded what was allowed under the CUP, then that would be a Code Enforcement issue. She relayed her understanding that Mr. Wiggins would sell the generators during hurricane related storms with the intent for them to be used to power people's wells during a power outage, and that it was not his intent to just sell them to power someone's refrigerator. She pointed out that there was a legitimate connection between selling generators during hurricanes and storms, the well drilling, and making sure that the utility part of it was functional. She mentioned that the County could not control whether someone bought this property later on and started selling generators, and that there was nothing that they could write in the ordinance that could control that either. She commented that even though people often tried to exceed what their CUPs stated, that this was something that the Special Master would have to decide on.

Ms. Jones Smith stated that she was more concerned about what could happen on this property in the future if it was sold rather than about Mr. Wiggins' business model because this was a CUP. She opined that this business could end up operating as an equipment rental facility and then become a retail or wholesale shop for well drilling equipment.

Ms. Marsh commented that none of them could control that based on what was before them on the current day, and that if someone exceeded what the intent of this was then that could become a Code Enforcement issue. She indicated that many times when they looked at old CUPs and found that the property had been sold, they went back and reviewed what was put on the record by the original owner, and that they used this to interpret the intent. She said that they could rely on Mr. Wiggins' statement of intent in the future for an enforcement action if that were to happen; however, they could not guarantee that someone's actions in the future would not exceed what was written in the ordinance.

Mr. Tatro opined that the likelihood of buying many generators, even at a wholesale price, would likely not happen.

Ms. Jones Smith opined that these things could happen. She indicated concern that the language was too vague, and said that she interpreted Section 2.A.b. under Land Uses to allow anything related to essential services to support storm outages and hurricane activities. She indicated that while she understood that this was not Mr. Wiggins' intention, she wanted to make sure that if this did become an issue in the future, then the Special Magistrate would have the information needed.

Ms. Marsh asked if she wanted to make a clarification that no retail sales were allowed under the essential support services.

Ms. Jones Smith said that she did, and opined that this needed to prohibit the onsite retail sales. She relayed that selling a generator as part of a well drilling operation was different because they were delivering it to someone; furthermore, it was also different if someone brought in a generator for repair that they had installed.

DRAFT

Ms. Owens questioned if they also sold water softeners.

Mr. Wiggins replied that they did not, but his brother did and it was a separate company. He mentioned that they sold large generators that ran larger motors, and that they were not the typical over-the-counter, hand-crank generators from stores, such as The Home Depot.

Ms. Jones Smith indicated understanding that someone could not bring one of these generators to them for repair, and Mr. Wiggins confirmed this.

Ms. Owens asked if they were planning on being in the wedding venue business any time soon, and Mr. Wiggins said they were not.

Ms. Jones Smith asked if they were amenable to having restrictive language prohibiting retail sales at this location where materials or products were stocked so anybody could come in and buy them.

Mr. Wiggins said that this was not what they did; however, on the rare occasion a customer may come to their office to get a specific part that was needed for a pump. He relayed that their business was low key, and that they did not want a lot of intensity, which was the reason they were moving from their current location; additionally, they were not interested in selling the property to anyone else, as he had three sons in the business, noting that there were four or five families living off this blue-collar business.

Mr. Langley indicated that they were willing to have a restriction on onsite retail sales provided it allowed some flexibility for customers to pick up parts as needed, which was on the rare occurrence. He related that they would not have a store location or invite the public to come during business hours.

Ms. Jones Smith mentioned that the current ordinance stated that the hours of operation were from 8:00 a.m. to 5:00 p.m., Monday through Friday; however, Mr. Wiggins had indicated that there may be emergency calls where he had to come to the office and then go back out.

Mr. Wiggins stated that this was when their office was open; however, once or twice a week they received emergency calls, and that even though his son came to the office to get a truck and then left, he was not opening up the office site for business.

Ms. Jones Smith opined that some language needed to be added in the ordinance to make sure they were also covered for emergencies.

Ms. Owens proposed that they remove Section 2.B.4. altogether to allow them to operate on the weekends if needed, opining that this language was extremely rigid. She opined that during storms, his staff could be coming in at 7:00 a.m. and working until 9:00 p.m. trying to get people back up and running. She related that they would not be loud and obnoxious

DRAFT

because they were mostly offsite, and that the County allowed construction to begin at 7:00 a.m. which was more disruptive than this business.

Ms. Jones Smith said that she was not comfortable eliminating it altogether.

Ms. Cunningham opined that it could have a statement indicating that they were allowed to come to the office to get their trucks.

Ms. Jones Smith opined that it could allow for emergency after-hours support.

Ms. Owens asked if it could just say that the general hours of operation were from 8:00 a.m. to 5:00 p.m.

Mr. Tatro suggested having it state the general hours of operation and adding that it was subject to emergencies.

Ms. Owens asked if Ms. Marsh could propose language for the hours of operation.

Ms. Marsh suggested using general hours of operation 8:00 a.m. to 5:00 p.m., Monday through Friday excluding after hours access to address emergency response.

Ms. Jones Smith suggested that the property shall also not be operated as onsite retail sales of products or merchandise.

Ms. Owens disagreed with that, commenting that in an emergency they might have to do retail sales.

Mr. Tatro agreed with Ms. Owens, adding that the only thing he would amend was the hours of operation as stated before.

Ms. Jones Smith opined that onsite retail sales needed to be excluded even though no one else thought it was important. She relayed that this was a conditional use within an agricultural zoning district, and that it was only supposed to be associated with utility operations. She opined that even though Mr. Wiggins had clearly stated he was not planning to have onsite retail sales, it could happen in the future, and that if language was not put in the ordinance that expressly prohibited this, then it could put the County in a situation of having to more aggressively enforce it in the future if things changed.

MOTION by Addie Owens, SECONDED by Mollie Cunningham to APPROVE Tab 2, Wiggins CR 439, LLC (CUP), with the proposed language change on Section 2.B.4. to general hours of operation 8:00 a.m. to 5:00 p.m., Monday through Friday excluding necessary emergency operations.

FOR: Fike, Jones Smith, Owens, Tatro, Lahey and Cunningham

DRAFT

AGAINST: None

MOTION CARRIED: 6-0

JONES PROPERTY – WHITNEY ROAD (RZ)

Mr. Corey DeVogel, Planner I, Office of Planning and Zoning, presented Tab 3 and stated that the applicant was requesting to rezone approximately 18.76 gross acres from Agriculture to Rural Residential (R-1) district to facilitate a minor lot split for a single-family residential dwelling. He indicated that the property was currently designated with an Urban Low Density FLUC, and located at 32600 Whitney Road in the unincorporated Leesburg area and within the City of Leesburg's Interlocal Service Boundary Agreement (ISBA). He mentioned that this request was provided to the City, and that they had no objections to it. He relayed that the concept plan depicted the proposed rezoning with the minor lot split resulting in the acreage of one acre, and that staff found the request consistent with the LDR and Comp Plan.

Ms. Owens commented that even though this was an unusual shaped lot, she was not opposed to flag lots, and asked if they were just extending it that way to get an acre.

Mr. DeVogel said that he believed so, and that based off of what they were proposing, it did not technically meet the classification of a flag lot because it was under 50 feet; however, the applicant was willing to adjust the width of it if needed. He mentioned that the road frontage would need to be 100 feet for the lot if this were to be rezoned, and that there was currently 180 feet for both; therefore, they would need to apply for a variance to this requirement.

Ms. Owens questioned if Parker Point Place was a paved road.

Mr. DeVogel replied that it was technically the side yard of someone's property and that they would not be able to use this as their road frontage.

Ms. Owens relayed her understanding that the white lines on the concept plan indicated property lines and not a public right of way.

Mr. DeVogel confirmed this, adding that they would have to connect to Whitney Road on the west side.

Ms. Jones Smith indicated her understanding that the rezoning was to facilitate a lot spit, which would not be compliant because there was not enough frontage on Whitney Road, and that they would need a variance.

Mr. DeVogel said that was correct.

Ms. Jones Smith relayed her understanding that there was a stipulation in the variance regulations that stated that the hardship could not be self-imposed.

DRAFT

Mr. DeVogel explained that if the rezoning were to be approved, staff would do an analysis to see whether this was a self-imposed hardship, and opined that they would likely deem that it was; however, the Board of Adjustment would review the variance request and then decide on whether they viewed this as a hardship. He pointed out that the variance was not even guaranteed to be approved.

Ms. Owens indicated her understanding that this was not their issue to address, and Mr. DeVogel said that this was correct.

Ms. Jones Smith opined that they would be rezoning a piece of property for the purpose of a lot split knowing that it would not comply to create a lot split.

Mr. DeVogel explained that if this property was rezoned to R-1, it would comply; however, it would not comply as a minor lot split because they only had 180 feet of total road frontage and 100 feet was required for each parcel, noting that no matter how they shifted it around it was not mathematically possible. He said that the variance to the road frontage would come following the rezoning, and that if they were granted this, it would not be a required item or cause it to be kicked back for any future minor lot split. He pointed out that if the variance was not approved, the property would still be R-1; however, they would not be able to build on it because they already had a single-family home and an accessory dwelling unit on the property.

Ms. Jones Smith relayed her understanding that the applicant applied for a rezoning in order to do a minor lot split, and asked if he understood that his property did not comply with the minimum road frontage to do a lot split.

Mr. Randy Jones, the applicant, said that he did, and that County staff had advised that he would need a variance approval in order to do the minor lot split.

Ms. Jones Smith inquired if he understood that there was no guarantee that the Board of Adjustment would approve the variance request.

Mr. Jones said he did.

Mr. Tatro questioned if he was fine with his property being rezoned to R-1 even if he was unable to build anything on it.

Mr. Jones said he was, and that he currently did not take an agricultural exemption for property tax purposes anyway.

MOTION by Addie Owens, SECONDED by Dan Tatro to APPROVE Tab 3, Jones Property – Whitney Road (RZ), as submitted.

FOR: Fike, Jones Smith, Owens, Tatro, Lahey and Cunningham

DRAFT

AGAINST: None

MOTION CARRIED: 6-0

HAINES CREEK ESTATES PUD AMENDMENT (RZ)

Ms. Regan presented Tab 6 and indicated that this case had been previously postponed at the applicant's request at the March 2026 Planning and Zoning Board meeting. She mentioned that the applicant was requesting to amend and restate the Planned Unit Development (PUD) Ordinance 2023-36 for the Haines Creek subdivision to amend Section D, Architectural Design Standards. She relayed that the subject property was located south of Goose Creek Road and north of Eagle Point Court in the unincorporated area of Lake County, contained approximately 46.43 acres, and was currently designated with an Urban Low Density FLUC and zoned PUD. She stated that the applicant was requesting the following changes: to remove the roof pitch minimum requirement; to remove the specific building material and color requirement for the exterior of the home; to remove the language requiring Architectural Design Standards being placed in the HOA's declarations; to update transportation improvements to include that the developer would provide pavement resurfacing for the entire length of Goose Creek Road from CR 44 to the development entrance, provide stabilized shoulders along the road, and update all pavement markings along the road with the pavement resurfacing; and to reduce the minimum square feet of living area required for the single-family units from 1,500 square feet to 1,200 square feet. She remarked that staff found the rezoning consistent with the LDR and Comp Plan.

Mr. Logan Opsahl, the applicant's representative, stated that the original approval for this project was in 2023, and that this request was to simply clean up the PUD since the PUD plan that was approved as part of this ordinance reflected the structure size being 1,200 square feet. He elaborated that the language in the ordinance stated 1,500 square feet, and that to change the ordinance from that inconsistency and reflect what was previously approved in the plan, they needed to come back before the Board. He mentioned that the other changes they were requesting regarding the building elements was to reflect the changes that the Florida Legislature made, which removed the ability for Counties and Cities to impose those requirements, and that in working with staff, they decided to make these changes as well since they were updating the PUD to reflect the previously approved plan. He also said that they had agreed to the additional transportation requirements for right turn lanes on eastbound CR 44 onto Goose Creek Road and Shelly Drive; however, they were asking for the language to state "as allowed by existing right of way," which was consistent with the previously approved PUD.

Ms. Jones Smith wanted to know why they were removing the language requiring Architectural Design Standards to be incorporated into the HOA declarations.

DRAFT

Mr. Opsahl commented that this was consistent with actions taken by the Florida Legislature who removed that requirement, and that they were just incorporating this into the PUD.

Ms. Marsh clarified that this PUD was approved about a month before that statute went into effect, and that what was currently in this ordinance was legal as it met the code and statute at the time that it was approved. She relayed that the applicant was asking to update this ordinance to come under the new statutory provisions, which was subject to Board approval.

Ms. Owens questioned who was in control of the HOA currently.

Ms. Marsh replied that it was not developed.

Ms. Jones Smith asked if they would have architectural standards in their HOA documents.

Ms. Opsahl said that they would.

Ms. Owens relayed her understanding that they were not required to have an HOA.

Ms. Marsh mentioned that per Florida law, they were required to have an HOA.

Ms. Jones Smith indicated her understanding that they were reducing the minimum house size.

Mr. Opsahl confirmed this, noting that even though the PUD plan would stay the same, they were ensuring that the language in the ordinance reflected that.

MOTION by Dan Tatro, SECONDED by Addie Owens to APPROVE Tab 6, Haines Creek Estates PUD Amendment (RZ), as submitted.

FOR: Fike, Jones Smith, Owens, Tatro, Lahey and Cunningham

AGAINST: None

MOTION CARRIED: 6-0

OTHER BUSINESS

Ms. Barrón stated that the next meeting would be on June 3, 2026.

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ADJOURNMENT

There being no further business, the meeting was adjourned at 10:26 a.m.

Respectfully submitted,

_____	_____
Stephanie Cash	Laura Jones Smith
Deputy Clerk, Board Support	Chairman

DRAFT

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

DATE:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: DEVELOPMENT SERVICES

MEETING DATE: 6/9/2026
ITEM TYPE: Consent Item
ITEM ID: 41450

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Attachments:

Paper:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Misty Spahn	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

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

DATE: 05/20/2026
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Departmental Item
THRU:
ITEM ID: 42695
Melanie Marsh, County Attorney
Michael Fitzgerald, Office of Planning & Zoning Director
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance creating Section 3.03.00, Lake County Code, Land Development Regulations, to be entitled *Certified Recovery Residences*, and amending Appendix E, Chapter II, Lake County Code, Land Development Regulations, entitled *Definitions*, and Chapter III, Section 3.01.03, entitled S*chedule of Permitted and Conditional Uses*.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To advertise an Ordinance creating Section 3.03.00, Lake County Code, Land Development Regulations, to be entitled, Certified Recovery Residences, and amending Appendix E, Chapter II, Lake County Code, Land Development Regulations, entitled Definitions, and Chapter III, Section 3.01.03, entitled, Schedule of Permitted and Conditional Uses. Required per Senate Bill 954 (2025); and
2. To authorize, if accepted by a majority plus one vote, to conduct the Second Public Hearing of the proposed Ordinance at 9:00 a.m., rather than at 5:05 p.m. as required by Section 125.66(4), Florida Statutes.

There is no fiscal impact.

BACKGROUND SUMMARY: In 2025, the State of Florida adopted Senate Bill 954 (SB 954) amending Section 397.487, Florida Statutes, and requiring local governments to adopt an ordinance providing the procedures for the review and approval of certified recovery residences. Chapter 397, Florida Statutes, defines a “certified recovery residence” to mean a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator and includes four levels of residences based on the length of stay and the scope of services provided to the individuals residing therein. SB 954, effective July 1, 2025, requires local governments to adopt an ordinance that includes a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

On March 24, 2026, the Board of County Commissioners (Board) was presented with a proposed Ordinance and inquired about the concept of reasonable accommodations applying to zoning for these types of facilities. This proposed Ordinance will create Section 3.03.00, Lake County Code, Land Development Regulations, to be entitled *Certified Recovery Residences*, as well as amend Appendix E, Chapter II, Lake County

Code, Land Development Regulations, entitled *Definitions*, and Chapter III, Section 3.01.03, entitled *Schedule of Permitted and Conditional Uses*, to include certified recovery residences pursuant to Section 397.487, Florida Statutes, defining certified recovery residences, including certified recovery residences as a permitted or conditional use in specified zoning districts, and establishing a process for requesting reasonable accommodations from land use regulations that may prohibit their establishment in a particular zoning district.

The Affordable Housing Advisory Committee and the Home Builders Association of Lake-Sumter were provided a copy of the previously proposed Ordinance on March 1, 2026. The previously proposed Ordinance was presented to the Planning & Zoning Board on March 4, 2026, which was approved unanimously on consent. If the revised proposed Ordinance is approved for advertising, the First Public Hearing will be scheduled for July 14, 2026. If the Board approves authorization, by a majority plus one vote, to conduct the Second Public Hearing of the revised proposed Ordinance at 9:00 a.m., rather than at 5:05 p.m. as required by Section 125.66(4), Florida Statutes, the Second Public Hearing will be scheduled for July 28, 2026.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate Exemption_Certified Recovey Residences
3.	J. McIntosh_Certified Recovery Residences_3.03.2026

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 05/20/2026
Melanie Marsh	Approved - 05/20/2026
Michael Fitzgerald	Approved - 05/20/2026
Kandace Pourbaix	Approved - 05/21/2026
Miranda Lanoue	Approved - 05/21/2026
Jaime Stewart	Approved - 05/21/2026
Melanie Marsh	Approved - 05/26/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Summary of Ordinance

Pursuant to Senate Bill 954, effective, July 1, 2025, this Ordinance creates Section 3.03.00, Lake County Code, Land Development Regulations, to be entitled, *Certified Recovery Residences,* and amends Appendix E, Chapter II, Lake County Code, Land Development Regulations, entitled *Definitions*, and Chapter III, Section 3.01.03, entitled, *Schedule of Permitted and Conditional Uses*, to include certified recovery residences pursuant to Section 397.487, Florida Statutes, defining certified recovery residences, including certified recovery residences as a permitted or conditional use in specified zoning districts, and establishing a process for requesting reasonable accommodations from land use regulations that may prohibit their establishment in a particular zoning district.

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 3.03.00, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, TO BE ENTITLED, *CERTIFIED RECOVERY RESIDENCES*; AMENDING SECTION 3.01.03, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, TO INCLUDE CERTIFIED RECOVERY RESIDENCES AS A PERMITTED OR CONDITIONAL USE IN SPECIFIED ZONING DISTRICTS; AMENDING CHAPTER II, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, ENTITLED *DEFINITIONS*; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2025, the State of Florida adopted Senate Bill 954 (SB 954) amending Section 397.487, Florida Statutes, and requiring local governments to adopt an ordinance providing the procedures for the review and approval of certified recovery residences; and

WHEREAS, Chapter 397, Florida Statutes, defines a "certified recovery residence" to mean a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator and includes four levels of residences based on the length of stay and the scope of services provided to the individuals residing therein; and

WHEREAS, no clinical services are authorized to be rendered at a certified recovery residence and all licensable services are provided offsite; and

WHEREAS, SB 954, effective July 1, 2025, requires local governments to adopt an ordinance by January 1, 2026, and that ordinance shall include a process for requesting reasonable

accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, the Board now finds it is in the best interests of the residents of Lake County to adopt this Ordinance defining certified recovery residences, including certified recovery residences as a permitted use in specified zoning districts, and establishing a process for requesting reasonable accommodations from land use regulations that may prohibit their establishment in a particular zoning district.

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.** Chapter II, Lake County Code, Appendix E, Land Development Regulations, entitled *Definitions*, is hereby amended to read as follows:

CHAPTER II DEFINITIONS

****

Cattery. See Kennel.

Channel. A trench, the bottom and the upper edges of its sides normally below water.

Certified Recovery Residences. As defined by Section 397.311(5), Florida Statutes, as amended.

****

{All other definitions within Chapter II shall remain unchanged.}

Section 3. **Creation.** Chapter III, Section 3.03.00, Lake County Code, Appendix E, Land Development Regulations, to be entitled *Certified Recovery Residences*, is hereby created to read as follows:

3.03.00 – Certified Recovery Residences.

3.03.01 Intent and purpose. This section is established pursuant to Section 397.487, Florida Statutes, to provide for the review and approval of reasonable accommodation requests to County land use and zoning ordinances, rules, regulations, policies, and procedures that may prohibit establishment of certified recovery residences. Facilitating reasonable accommodation requests ensures that individuals with a disability have equal opportunity to use and enjoy dwellings, buildings, or structures, or to provide accessibility in another manner, as provided by the Federal Fair Housing Amendments Act of 1988 (FHA), 42 U.S.C. 3601, and Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. 12131. For the purposes of this procedure, a disability shall be defined as provided within the FHA and ADA, as amended. Any person who is disabled, acting as an agent of a disabled person, or providing services for qualifying

disabled individuals, may request a reasonable accommodation allowing for the establishment of a certified recovery residence pursuant to the procedures set forth herein.

3.03.02 Reasonable Accommodation Application. A request for a reasonable accommodation to land use and zoning ordinances, rules, regulations, policies, and procedures that may prohibit establishment of certified recovery residences may be made by any person who is disabled, acting as an agent of a disabled person, or providing services for qualifying disabled individuals. An Applicant must demonstrate their eligibility for the reasonable accommodation process, as well as establish that the proposed accommodation will serve the purposes of ensuring that disabled individuals have equal opportunity to use and enjoy dwellings, buildings, or structures.

A. *Application Form and Content.* An application for a reasonable accommodation must be submitted by an Applicant to the County Manager or designee. A completed application must be signed by all owners of the property, or their agents, and notarized. Signatures by agents must be accompanied by proof of authorization as an agent. In case of corporate ownership, the authorized signatures shall be accompanied by a notation of the signatory's office in the corporation. The application shall include the following information:

1. The name and address and contact information for the applicant or authorized agent.
2. The property address and parcel identification number.
3. Documentation sufficient to establish that the requesting individual is disabled and protected under the FHA or ADA.
4. A description of the accommodation requested and the specific regulation or policy from which relief is sought (e.g., describe in detail the need for accommodation, identifying the County land use and zoning ordinances, rules, regulations, policies, and procedures that prohibit establishment of a certified recovery residence on the identified property, and describe the nature of the accommodation requested).
5. A narrative describing the scope and intent of the proposed development, including the intended use as well as the capacity of the proposed certified recovery residence.
6. Statement of ownership and management of the proposed certified recovery residence, inclusive of a detailed staffing plan to accommodate the proposed scope.
7. Complete legal description of the subject property.
8. General location map showing the relation of the proposed site to existing and proposed features and land uses: major streets, existing utilities and public features, and the land uses of the surrounding area; and
9. For sites proposing new construction, the following is required:
    a. Statement describing availability of utilities to be used; and
    b. Calculation of gross acreage of the site and area devoted to impervious surfaces such as structures and parking areas.

B. *Timely Review of an Application.* Upon receipt of the request, the County Manager or designee shall date-stamp the application. All decisions to grant or deny a

reasonable accommodation shall be consistent with the Fair Housing Amendments Act of 1988 (FHA), 42 U.S.C. ss.3601 et seq., and Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. ss. 12131 et seq. A request for a reasonable accommodation shall be considered as part of an application for Site Plan approval, if applicable, and no other meetings shall be required to consider the reasonable accommodation.

1. If additional information is required, the Applicant will be notified in writing within thirty (30) days after receipt of the application. An Applicant will be given at least thirty (30) days to respond to a request for additional information. A complete application shall be processed and reviewed within the timeframe established in Section 397.487, Florida Statutes.

2. Requests for extensions to the timeframes herein must be made in writing prior to the expiration deadline.

3. A written determination from the County Manager or designee shall constitute a final determination for purposes of the sixty (60) day timeframe set forth in Section 397.487, Florida Statutes. The determination must:

   a. Approve the request in whole or in part, with or without conditions; or

   b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or action for reconsideration.

4. If a final written determination is not issued within sixty (60) days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

C. *Standards for Review*. The Applicant shall be required to establish that the requesting individual is disabled and protected under the FHA or ADA by demonstrating that the individual is disabled, as defined in the FHA or the ADA. Although the definition of a disability may be subject to judicial interpretation, for purposes of this Section the Applicant must show:

1. A physical or mental impairment which substantially limits one or more major life activities;
2. A record of having such impairment; and
3. The individual is regarded as having such impairment.

In evaluating a request for reasonable accommodation, the County Manager or designee shall consider competent evidence related to the following:

1. Whether the individual claiming to be disabled meets the definition of a disabled person;
2. Whether there is an identifiable relationship, and a rational nexus, between

the requested accommodation and the disabled individual's needs;

3. Whether a sufficient alternative to the request exists, if the request is determined to not be reasonable;

4. Whether granting the request would change the essential nature of the Land Development Regulations as compared to a strict application of the Land Development Regulations to the circumstances of the request; and

5. Whether the request, if granted, would impose undue financial and administrative burdens on the County.

D. *Revocation.* Any accommodation granted for a certified recovery residence may be revoked for cause including, but not limited to, a violation of the conditions of approval, or the lapse, revocation, or failure to maintain certification or licensure required under this section, if not reinstated within 180 days, or if the need for the accommodation ends or the person qualifying for the reasonable accommodation no longer resides at the dwelling.

E. *Property Interest Not Created.* The granting of an accommodation under this section does not create a property interest and a revocation of the accommodation occurring in accordance with subsection D above shall result in a compensable taking of property. The granting of an accommodation under this Section is personal to the Applicant and shall not run with the land, and shall remain in place for only so long as the Applicant's need for the accommodation exists or for so long as the Applicant resides at the dwelling.

F. *Remedy Non-Conforming Status.* It shall be the responsibility of the property owner to remove or correct any nonconforming standard authorized by a grant of a reasonable accommodation once the need for the accommodation ends, or the accommodation is revoked, and to do so within a reasonable period of time.

G. *Appeal.* A decision on a request for a reasonable accommodation is appealable to the Board of County Commissioners as follows:

1. Filing Requirements. Any person who disagrees with the decision of the County Manager or designee under this section may appeal by filing a written notice of appeal within thirty (30) calendar days after the date the written decision is rendered. The written notice of appeal shall set forth concisely the grounds upon which the appeal is based.

2. Hearing. The appeal shall be set for the next regularly scheduled Board of County Commissioners' meeting. The Board shall hear and consider all facts material to the appeal and render a decision based upon the Standards of Review set forth in subsection C above. The Board may affirm, reverse, or modify the decision of the County Manager or designee.

3. Order on Appeal. After the hearing, the Board shall consider all the evidence offered and shall render a written decision within twenty (20) calendar days. The decision of the Board shall constitute final administrative review. Any person who disagrees with the Board's decision may appeal the decision to the Circuit Court as provided for by law.

4. Fees and Costs. The County shall not be obligated to pay the Applicant's attorney or any other fees or costs in connection with the original application or for the appeal.

Section 4. Amendment. Section 3.01.03, Lake County Code, Land Development Regulations, entitled *Schedule of Permitted and Conditional Uses*, shall be amended as follows:

{The remainder of this page is left intentionally blank.
Schedule of Permitted and Conditional Uses to follow.}

3.01.03 Schedule of Permitted and Conditional Uses.

	ZONING DISTRICTS																						
Use Classifications	A	RA	AR	R1	R2	R3	R4	R6	R7	R10	RP	RMRP[1]	RM	C1[2]	C2[2]	C3[2]	CP [6, 7]	LM	HM	MP [6, 7]	CFD[6]	RV	CONDITION/ LDR SECTION
RESIDENTIAL USES																							
Single-Family Dwelling Unit	P	P	P	P	P	P	P	P	P		P	P[1]	P	P[2]	P[2]	P[2]	P	P	P	P			Sec. 3.01.02.A.1
Bed & Breakfast Home	P	P	P	C	C	C	C	C			C												Sec. 3.12.03
Bed & Breakfast Inn	C	C	C	C							P			P	P	P	P						Sec. 3.12.02
Two-Family Dwelling Unit						P	P	P	P	P	P												Sec. 3.01.02.A.2
Multi-Family Dwelling Unit							P	P	P	P	C			P	P	P	P	P[8]	P[8]	P[8]	P[8]		Sec. 3.01.02.A.3 & F.S §125.01055(7)(a)
Recreational Vehicle Park																						P	Sec. 3.01.02.A.5
Mixed-Use Residential District														P[8]	P[8]	P[8]	P[8]	P[8]	P[8]	P[8]	P[8]		Sec. 3.01.02.G & F.S §125.01055(7)(a)
AGRICULTURAL USES																							
General Agriculture	P																	P[3]	P[3]	P[3]	P		Sec. 3.01.02.B.1
Non-Intensive Agricultural	P	P	P	P																	P		Sec. 3.01.02.B.2
Agricultural Housing/Camps	P	C																					Sec. 3.02.02.B.4 & F.S. §163.3162(5)
Chicken Farms	P/C																						See F.S. §163.3162(3) & 3.03.00
Egg Processing Facilities	P/C																						See F.S. §163.3162(3) & & 3.03.00
Exotic Animals	C																						3.01.02.B.14
Family Gardens		P	P	P	P	P	P	P	P	P	P	P	P										Sec. 3.01.02.B.3

Hog Farms	P/C																						F.S. §163.3162(3)
Horse-Breeding Farms	P	P	P	P																			
Kennels	C														P		P	P	P	P			Sec. 3.01.02.B.5 & Chap. II, Definitions
Loft/Aviary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						
Mills	C																			P			Sec. 3.01.02.B.6
Mining and Quarrying	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		Sec. 3.01.02.B.7
Plant Nurseries *5 acre requirement	P	C	C	C*										P	P	P	P						Sec. 3.01.02.B.8
Obnoxious Uses	C													C	C	C	C	C	C	C	C		Chap. II, Definitions
Riding Stable or Academy	P	C	C																		P		Sec. 3.01.02.B.9 & 3.03.00
Roadside Farm Stands	P	P	C																				Sec. 3.01.02.B.10
Slaughter Houses	P/C																		C				See F.S. §163.3162(3) & 3.03.00
Veterinary Clinics	P										C			C	C	C	P	C	P	P			Sec. 3.01.02.B.11
COMMERCIAL USES (See Policy 1-1.13 of Comprehensive Plan for commercial site restrictions in Employment Center land use designation.)																							
Adult Use															C		C						Sec. 3.01.02.C.1 & Sec. 3.07.00
Amusements, Commercial	C													C	C		P						Sec. 3.01.02.C.2
Automotive Repair															P	P	P	P	P	P			Sec. 3.01.02.C.3
Automotive Service Station/Convenience Store														P	P	P	P			P			Sec. 3.01.02.C.4
Banking														P	P	P	P			P			Sec. 3.01.02.C.5
Bar or Tavern														P	P	P	P	P	P	P			Sec. 3.01.02.C.6
Carwash														P	P	P	P			P			Chap. II, Definitions

Consumer Services and Repair															P		P	P		P		C	Sec 3.01.02.C.7
Hotel or Motel															P	P	P						Sec.3.01.02.C.8
Marina	C	C	C												P	P	P			P	P		Sec. 3.01.02.C.9
Medical Service											P			P	P	P	P	P	P	P			Sec.3.01.02.C.10
Personal Care Services														P	P	P	P	P		P			Sec.3.01.02.C.11
Professional Office											P			P	P	P	P	P	P	P	P		Sec.3.01.02.C.12
Recreation, Commercial															P	P	P	P					Sec.3.01.02.C.13
Research Services															P	P	P	P	P	P			Sec.3.01.02.C.14
Restaurant, Fast Food														P	P	P	P	P	P	P			Sec.3.01.02.C.15
Restaurant, General														P	P	P	P	P	P	P		C	Sec.3.01.02.C.16
Retail, Convenience												C		P	P	P	P	P	P	P		C	Sec. 3.01.02.C.17
Retail, General														P	P	P	P			P		C	3.01.02.C.18
Self-Service Laundry											P	P		P	P		P						Sec. 3.01.02.C.19
Self-Service Storage															C		P	P	P	P			Sec. 3.01.02.C.20
Theaters															P		P				P		Sec. 3.01.02.C.21
Recreational Vehicles																						P	
Truck Yard	C																P	P	P	P			Sec. 3.01.02.C.22
Vehicular Sales															C	C	P	P	P	P			Sec. 3.01.02.C.23
Wholesale and Warehouse															P	P	P	P	P	P			Sec.3.01.02.C.24
INDUSTRIAL USES																							
Airport																			P	P	P		Sec. 4.01.00
Industrial, Light																		P	P	P			Sec. 3.01.02.D.1
Industrial, Heavy	C																		P, C	P, C			Sec. 3.01.02.D.2
Junkyard																	P		P	P			Sec. 3.01.02.D.4
Recycling Center																		P	P	P	P		Sec. 3.01.02.D.3
Trucking Facilities																		P	P	P			
COMMUNITY FACILITY USES																							

Assisted Living Facility																					P		F.S. Ch. 429, Pt. I
Cemetery	C																P				P		Sec. 3.01.02.E.1
College or University	C														P	P	P				P		Sec. 3.01.02.E.2
Church														P	P	P	P				P		Sec. 3.01.02.E.3
Comprehensive Transitional Education Facility																					P		Sec. 3.01.02.E.11
Community Residential Home										P				P	P		P				P		Sec. 3.01.02.E.4
Cultural Institution														P	P	P	P	P			P		Sec. 3.01.02.E.5
Day Care Center														P	P	P	P				P		Sec. 3.01.02.E.6
Certified Recovery Residence	C							C	C	C	C			C	P	P	P	C	C	C			See 3.03.00
Dormitory															P	P	P				P		Sec. 3.01.02.E.7
Expressway Interchange, Wekiva																					P		
Family Day Care Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		Sec. 3.01.02.E.8
Family Residential Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						P		Sec. 3.01.02.E.9
Landfill	C																P	C	C	P			Sec. 3.01.02.E.12
Nursing Home									C	C	C				P	P					P		Sec. 3.01.02.E.13
Primary or Secondary School	C	C	C	C	C	C	C	C	P	P	P	C	C	P	P	P		P			P		Sec. 3.01.02.E.10
Public Safety Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 3.01.02.E.16
Utilities, Limited	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		Sec.3.01.02.E.14
Utilities, Major	C													P	P	P	P	P	P	P	P		Sec.3.01.02.E.15
Wireless Antennas, Towers and Equipment																							a., b. & c. below covered in Sec. 3.13.00
a. Camouflaged	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
b. Amateur Radio Station Operators/ Receive Only Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		

c. All others must meet 3.13.00 requirements	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	
Floating Solar Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	F.S. §163.32051
Solar Facility	P																						F.S. §163.3205
Resiliency Facility														P	P	P	P	P	P	P			F.S. §163.3210
RECREATIONAL USES																							
Club Private or Country														P	P	P	P				P		Sec. 3.01.02.F.1
Parks and Recreation	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	C	Sec. 3.01.02.F.4
Hunting and Fishing Resorts	C	C	C	C	C										C						P	C	Sec. 3.01.02.F.3

Note 1. Only rental mobile home dwelling units are allowed in RMRP.

Note 2. Residences permitted with site plan approval when used in conjunction with business.

Note 3. Agricultural uses in these use classifications are limited to hay production.

Note 4. Reserved.

Note 5. Active Recreation Uses as defined by the Comprehensive Plan permitted with site plan approval.

Note 6. Uses shown as "P" under the CP, MP, and CFD district are only permitted to the extent the use is specifically identified in an approved zoning ordinance for a particular property.

Note 7. Uses shown as "P" under the CP and MP districts are only permitted to the extent they are specifically identified, or specifically not excluded, in an approved zoning ordinance for a particular property.

Note 8. Multi-family uses are permitted in CFD, PUD, CP, LM, and HM districts, and Mixed-Use Residential uses are permitted in CFD, PUD, CP, C-1, C-2, C-3, LM and HM, if they comply with the requirements of Section 125.01055(7)(a), Florida Statutes, and Section 11-40, Lake County Code. Otherwise, Multi-family uses are not permitted in CFD, PUD, CP, LM and HM districts, and Mixed-Use Residential is only permitted as otherwise allowed under these regulations.

Section 5. **Severability.** If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the 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 6. **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 7. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 8. **Effective Date.** This Ordinance shall become effective as provided for by law.

Enacted this _____ day of _____, 2026.

Filed with the Secretary of State _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

Business Impact Estimate Exemption

Summary of Ordinance:

Pursuant to Senate Bill 954, effective, July 1, 2025, this Ordinance creates Section 3.03.00, Lake County Code, Land Development Regulations, to be entitled, Certified Recovery Residences, and amends Appendix E, Chapter II, Lake County Code, Land Development Regulations, entitled Definitions, and Chapter III, Section 3.01.03, entitled, Schedule of Permitted and Conditional Uses, to include certified recovery residences pursuant to Section 397.487, Florida Statutes, defining certified recovery residences, including certified recovery residences as a permitted use in specified zoning districts, and establishing a process for requesting reasonable accommodations from land use regulations that may prohibit their establishment in a particular zoning district.

In accordance with Section 125.66(3)(c), Florida Statutes, the requirement to prepare and post a Business Impact Estimate does not apply to certain conditions. Those conditions are listed below. If any of the boxes are checked below, the Business Impact Estimate is not required.

- ☑ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the county government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss.163.3220-163.3243;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
  c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If none of the conditions above apply to the proposed ordinance, the Business Impact Estimate will be completed in accordance with Section 125.66, Florida Statutes.

AFFORDABLE HOUSING IMPACT STATEMENT

Contact Information			
Date:	03/03/2026	Contact Name:	Jeannette McIntosh
			Affordable Housing Advisory Committee Member

Ordinance Information

Describe the Ordinance:

This ordinance establishes standards for Certified Recovery Residences. It identifies where these residences are permitted within specific zoning districts and outlines a process through which they may seek reasonable accommodations from land use regulations when otherwise restricted.

Describe the direct impact of the ordinance upon the provision of affordable housing:

I see no direct impact of the ordinance upon any provision of affordable housing.

Describe the direct impact of the ordinance upon the property owner/taxpayers/citizens who need affordable housing:

I see no direct impact upon the any property owner/citizens/etc who need affordable housing.

Identify any potential indirect impacts, positive or negative which might occur as a result of the ordinance:

The positive impact of this ordinance will be the accommodation of individuals who may be able to now use facilities, buildings, they may not have had access to in the past. The negative may be how 3.03.02 F is applied. I think that section could benefit from additional clarification. What happens if the removal creates an undue burden? What constitutes a "reasonable amount of time"?

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

DATE: 05/21/2026
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Departmental Item
THRU:
ITEM ID: 42987
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance dissolving the Board of Adjustment and transferring its functions to the Board of County Commissioners

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to advertise an Ordinance dissolving the Board of Adjustment and transferring its functions to the Board of County Commissioners.

There is no fiscal impact.

BACKGROUND SUMMARY: The Lake County Board of Adjustment (BOA) was created by the Board of County Commissioners (Board) on November 26, 1996, by Ordinance No. 1996-88, for the purpose of hearing and deciding appeals, variances, and waivers as set forth in Section 14.14.00, Land Development Regualtions, and other applicable sections of the County Code. On January 24, 2023, the Board considered a proposed Ordinance dissolving the BOA and transferring its duties to the Lake County Planning & Zoning Board (PZB), which was not approved. However, the Board did approve moving both the PZB and BOA meetings to the same day at times certain to assist with staff efficiencies and make the process more user-friendly for the applicants and staff.

As there are times when an applicant must present and attend separate public hearings to obtain variances and waivers separate from pursuing applications for comprehensive plan or zoning changes, which can frustrate not only applicants but residents alike with having to attend multiple public hearings to explain requests to different advisory or adjudicatory bodies, this proposed Ordinance will dissolve the BOA and transfer its functions to the Board. The proposed Ordinance will also update other provisions of the Lake County Code and Land Development Regulations to replace references to the BOA with Board.

The Affordable Housing Advisory Committee and the Home Builders Association of Lake-Sumter were provided a copy of the proposed Ordinance on May 21, 2026. The proposed Ordinance was presented to the Planning & Zoning Board on June 3, 2026, which was approved unanimously. If approved to advertise, the Public Hearing on this proposed Ordinance will be scheduled for June 23, 2026.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate_Dissolution of BOA
3.	J. McIntosh_Affordable Housing Impact_Dissolution of Board Adjustment

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STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 05/21/2026
Melanie Marsh	Approved - 05/26/2026
Sheri Hutchinson	Approved - 05/26/2026
David Eichinger	Approved - 05/27/2026
Michael Fitzgerald	Approved - 05/27/2026
Kathleen Dial	Approved - 05/27/2026
Kandace Pourbaix	Approved - 05/27/2026
Miranda Lanoue	Approved - 05/27/2026
Jaime Stewart	Approved - 05/27/2026
Melanie Marsh	Approved - 05/28/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Summary of Ordinance

The purpose of this Ordinance is to dissolve the Board of Adjustment and transfer its functions to the Board of County Commissioners. The Ordinance will also update other provisions of the Lake County Code and Land Development Regulations to replace references to the Board of Adjustment.

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 OR REPEALING THE FOLLOWING SECTIONS OF THE LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS: REPEALING SECTION 13.02.00 ENTITLED *ALTERNATE MEMBERS;* REPEALING SECTION 13.03.00, ENTITLED *BOARD OF ADJUSTMENT;* PROVIDING FOR TRANSFER OF THE DUTIES AND FUNCTIONS OF THE BOARD OF ADJUSTMENT TO THE BOARD OF COUNTY COMMISSIONERS; AMENDING SECTION 13.04.02, ENTITLED *MEMBERSHIP;* AMENDING SECTION 14.15.00, ENTITLED *VARIANCES AND APPEALS*; AMENDING OTHER SECTIONS OF THE LAKE COUNTY CODE AND LAND DEVELOPMENT REGULATIONS TO REPLACE BOARD OF ADJUSTMENT REFERENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake County Board of Adjustment (BOA) was created by the Board of County Commissioners on November 26, 1996, via Ordinance No. 1996-88; and

WHEREAS, the purpose of the BOA is to hear and decide appeals, variances and waivers as set forth in Section 14.14.00, Land Development Regulations, and other applicable sections of the County Code; and

WHEREAS, there are times where an applicant must present and attend separate public hearings to obtain variances and waivers separate from pursuing applications for comprehensive plan or zoning changes, which can frustrate not only applicants but residents alike with having to attend multiple public hearings to explain requests to different advisory or adjudicatory bodies; and

WHEREAS, the Board of County Commissioners deems it in the best interests of the public to dissolve the BOA and transfer its duties and functions.

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 13.02.00, Lake County Code, Appendix E, Land Development Regulations, entitled *Alternate Members*, is hereby repealed in its entirety. Section 13.02.00, shall be marked as "Reserved".

Section 3. **Repealer.** Section 13.03.00, Lake County Code, Appendix E, Land Development Regulations, entitled *Board of Adjustment*, shall be repealed in its entirety. Section 13.03.00, shall be marked as "Reserved".

Section 4. **Amendment.** Section 13.04.02, Lake County Code, Appendix E, Land Development Regulations, entitled *Membership*, is hereby amended to read as follows:

13.04.02 Membership.

A. The Lake County Planning and Zoning Board shall have eight (8) members, including one (1) from each County Commissioner's district, one (1) member at-large, one (1) member and one (1) alternate member recommended by the Lake County School Board, and one (1) ex-officio, nonvoting representative of a military installations within Lake County. The member recommended by the Lake County School Board shall be a voting member. The alternate member recommended by the Lake County School Board shall serve in the absence of the primary appointed member. The Board of County Commissioners may appoint alternate members as deemed necessary in order to ensure that quorum requirements are satisfied.

B. Each Lake County Planning and Zoning Board member shall be appointed by the Lake County Board of County Commissioners for a term of four (4) years. Initially the terms of the member representing commission districts 1, 3, and 5 shall expire on January 31, 2005, and the terms of the members representing commission districts 2 and 4, the at-large category, and the Lake County School Board shall expire on January 31, 2007. Thereafter, all appointments shall be made for a term of four (4) years each. Any vacancy occurring during the unexpired term of office of any member shall be filled by appointment for the remainder of the term. Any member of the Lake County Planning and Zoning Board may be removed from office by a majority vote of the Board of County Commissioners.

Section 5. **Amendment.** Section 14.15.00, Lake County Code, Appendix E, Land Development Regulations, entitled *Variances and Appeals*, is hereby amended to read as follows:

14.15.00 Variances and Appeals.

14.15.01 Purpose of Variances. Strict application of uniformly applicable Land Development Regulations can lead to unreasonable, unfair, and unintended results in particular instances. The Board of County Commissioners finds that it is appropriate in such cases to adopt a procedure to provide relief to persons and entities subject to the Land Development Regulations. ~~The Board of Adjustment is authorized to grant~~ ~~v~~Variances to requirements of the Land Development Regulations and adopted ordinances concerning Planned Unit Development (PUD) zoning districts consistent with the rules contained in these regulations may be granted by the Board of County Commissioners. Pursuant to ~~F.S. §~~Section 553.73(5), the ~~Board of Adjustment~~ Board of County Commissioners shall also hear and decide appeals and variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This Section does not authorize the ~~Board of Adjustment to grant~~granting of any variance~~s~~ that would:

A. ~~inconsistent~~ Be inconsistent with the Comprehensive Plan;

B. ~~nor to grant a variance to permit~~Otherwise allow uses not generally permitted in the zoning district ~~involved~~where the property is located; or

C. Otherwise allow any use expressly or by implication prohibited by the terms of the Land Development Regulations ~~in the zoning district~~.

In addition, the existence of nonconforming use of neighboring lands or unpermitted use of neighboring lands Shall not be considered grounds for authorization of a variance. Nothing herein shall preclude the Board of County Commissioners from granting variances or waivers under the provisions of Section 14.03.05.

14.15.02 Generally. Variances Shall be granted when the ~~person subject to a Land Development Regulation~~property owner or authorized applicant:

A. ~~d~~Demonstrates that the purpose of the Land Development Regulation will be or has been achieved by other means~~,~~; and

B. ~~w~~When application of a Land Development Regulation would create a substantial hardship or would violate principles of fairness.

For purposes of this Section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance. For purposes of this Section, "principles of fairness" are violated when the literal application of a Land Development Regulation affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the Land Development Regulation. Variances may also be granted to allow for the reconstruction, rehabilitation, or restoration of structures listed on, or classified as, contributing to a district listed on the National Register of Historic Places, Florida Master Site File or local surveys of historical resources. In such instance, the variance Shall be the minimum necessary to protect the historical integrity of the structure and its site.

14.15.03 Variances to the Floodplain Management Regulations and the Flood Resistant Construction Requirements of the Florida Building Code.

A. Limitations on authority to grant variances. The ~~Board of Adjustment~~Board of County Commissioners shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 14.15.03(E)~~, Lake County~~

~~Code~~below, the conditions of issuance set forth in Section 14.15.03(F)~~, Lake County Code~~ below, and the comments and recommendations of the Floodplain Administrator and the Building Official. The ~~Board of Adjustment~~Board of County Commissioners has the right to attach such conditions as it deems necessary to further the purposes and objectives of the floodplain regulations.

B. Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 14.09.01(B)(3)d, Lake County Code.

C. Historic buildings. The ~~Board of Adjustment~~Board of County Commissioners is authorized to grant a variance for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building,* Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

D. Functionally dependent uses. The ~~Board of Adjustment~~Board of County Commissioners is authorized to grant a variance for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined, provided the variance meets the requirements of this section~~Section 14.15.03, Lake County Code~~, is the minimum necessary considering the flood hazard and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

E. Considerations for issuance of variances. In reviewing requests for variances, the ~~Board of Adjustment~~Board of County Commissioners shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, the floodplain regulations, and the following:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
4. The importance of the services provided by the proposed development to the community;
5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
6. The compatibility of the proposed development with existing and anticipated development;
7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

F. Conditions for issuance of variances. Variances shall be issued only upon:

1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of the floodplain regulations or the required elevation standards;
2. Determination by the ~~Board of Adjustment~~Board of County Commissioners that:
   (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
   (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
   (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
3. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
4. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as twenty-five dollars ($25.00) for one hundred dollars ($100.00) of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

G. Approved variance transmitted to Federal Emergency Management Agency (FEMA). If a variance to the floodplain regulations or the Flood Resistant Construction Requirements of the Florida Building Code is approved, the application, minutes and recorded development order must be transmitted to FEMA within thirty (30) days of the meeting.

14.15.04 Variance to the setback requirement from an ordinary high water line, mean high water line, or jurisdictional wetland line. A variance to the setback requirements from an ordinary high water line, mean high water line, or jurisdictional wetland line may be granted if:

A. The lot is a developable Lot of Record, or the lot was legally created through a development order prior to March 2, 1993; and

B. All other remedies have been exhausted, such as a variance to all other setback requirements; and

~~C. The maximum developable area shall be limited to 30 feet in width or depth; and~~

~~D~~C. The first one inch (1") of storm water runoff shall be captured on site; and

~~E~~D. Development is constructed as far landward on the lot as possible.

14.15.05 Application and Public Hearing. The applicant Shall file with the County Manager or designee an application specifying the Land Development Regulation(s) from which a variance is requested, the type of action requested, the specific facts that would justify a variance, and the reason why the variance would serve the purposes of the underlying Land Development Regulation. Upon determination that the application is complete, the request will be presented at a public hearing in front of the Board of County Commissioners. ~~Shall conduct a public hearing to consider the variance application. The Board Shall consider the staff report and evidence presented at the hearing to make its decision.~~ The ~~Board of Adjustment~~Board of County Commissioners shall make the final decision on the application which may include approval, approval with conditions ~~may make the granting of a variance conditional upon such alternate or additional restrictions, stipulations, and safeguards~~ as it may deem necessary to insure compliance with the intent of the Land Development Regulations and the Comprehensive Plan and to minimize any injurious effect of the variance, or may deny the application. Violation of such conditions and safeguards when made a part of the terms under which a variance is granted Shall be deemed a violation of these Land Development Regulations.

14.15.06 Appeals.

A. Purpose. The purpose of this Section is to provide for procedures and processes to allow appeals in cases where persons disagree with the decision or interpretation of the County Manager or designee with respect to the administration of the Land Development Regulations.

B. Filing Requirements. Any person who disagrees with a decision or interpretation of the County Manager or designee or alleges there is an error in any requirement, decision or determination made by the Floodplain Administrator in the administration and enforcement of the floodplain regulations may appeal to the ~~Board of Adjustment~~Board of County Commissioners by filing a written notice of appeal within thirty (30) calendar days after the date of the action or decision complained of. The written notice of appeal Shall set forth concisely the action or decision appealed as well as the grounds upon which the appeal is based. Any person aggrieved by the decision of the ~~Board of Adjustment~~Board of County Commissioners may appeal such decision to the Circuit Court, as provided by law.

C. Stop Work Order. In order to preserve the status quo while the parties' rights are being determined, the County Manager or designee Shall have the authority to issue a stop

work order if the appealed action or decision permits construction to commence or continue.

D. Hearing. ~~The appeal Shall be set for hearing at the next regularly scheduled~~ Appeals shall be presented to the Board of County Commissioners for a final decision. ~~Board of Adjustment Meeting for which adequate notice can be provided.~~ The ~~Board of Adjustment~~Board of County Commissioners Shall hear and consider all facts material to the appeal and render a decision. The ~~Board of Adjustment~~Board of County Commissioners may affirm, reverse, or modify the action or decision appealed from, provided that the ~~Board of Adjustment~~Board of County Commissioners Shall not take any action which conflicts with or nullifies any of the provisions of the Land Development Regulations or the Comprehensive Plan.

E. Order on Appeal. After the hearing, the ~~Board of Adjustment~~Board of County Commissioners Shall consider all of the evidence offered and Shall render a ~~verbal decision based upon such evidence. The verbal decision of the Board of Adjustment Shall be reduced to writing~~written decision. The decision of the ~~Board of Adjustment~~ Board of County Commissioners Shall constitute final administrative review.

Section 6. Amendment. All other references to the Board of Adjustment contained within either the Lake County Code, or within Appendix E, Land Development Regulations (LDR), shall be changed to the Board of County Commissioners, including, but not limited to the following:

- Chapter II, LDR (definition of "Development Order")
- 5.09.00, LDR
- 6.06.02.B, LDR
- 6.10.01, LDR
- 9.02.10.F, LDR
- 9.07.07, LDR
- 14.00.09, LDR
- 14.15.00, LDR
- 15.02.04.I, LDR
- Sec 6-9, Lake County Code
- Sec. 6-45, Lake County Code
- Sec. 13-148, Lake County Code

Section 7. 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 8. **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 9. **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 10. **Effective.** This Ordinance shall become effective at midnight, June 30, 2026, so that all functions and duties of the Board of Adjustment shall transfer to the Board of County Commissioners as of July 1, 2026.

Enacted this _____ day of _____, 2026.

Filed with the Secretary of State _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

Business Impact Estimate

Staff Contact:	Contact Number:
Meg Brew	352-742-3921

1. Include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the County:

The purpose of this ordinance is to provide for the dissolution of the Board of Adjustments (BOA). The Board of County Commissioners deems it in the best interests of the public to dissolve the BOA and transfer its duties and functions.

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.

AFFORDABLE HOUSING IMPACT STATEMENT

Contact Information			
Date:	05/25/2026	Contact Name:	Jeannette McIntosh
			Affordable Housing Advisory Committee Member

Ordinance Information

Describe the Ordinance:

This ordinance would eliminate the Board of Adjustment, transferring its duties and function to the Board of County Commissioners. This would make it easier, among other things, on applicants who must attend separate hearings in order to get the variance or waiver they are hoping to get.

Describe the direct impact of the ordinance upon the provision of affordable housing:

I see 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:

I see no direct impact on the people needing affordable housing in Lake County.

Identify any potential indirect impacts, positive or negative which might occur as a result of the ordinance:

The only potential indirect impact of this ordinance that I could see is that citizens who cannot easily miss work to attend multiple hearings will benefit from the streamlined process. By consolidating variance and waiver decisions under the County Commissioners, one significant barrier to obtaining relief has been removed, which will be particularly meaningful for working residents with limited flexibility in their schedules.

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

DATE: 04/24/2026
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Other
THRU:
ITEM ID: 42931
BY: Ashley Henry, Office of Probation Director
SUBJECT: Public Safety Coordinating Council (PSCC)

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to appoint Jana Quash, Stephanie Boyd, and Ashley Henry to the Public Safety Coordinating Council and applicable waivers.

No Terms:
1. Local Court Administrator (or person designated by Local Court Administrator): Jana Quash (Veteran's Court Manager, Court Administration)
2. Representative of the Substance Abuse and Mental Health Program Office of the Department of Children and Families (DCF): Stephanie Boyd (Monitoring and Technical Assistance Analyst)

Four (4) Year Term:
1. Director of County Probation or Pretrial Intervention Program: Ashley Henry (Chief Probation Officer, Office of County Probation)

BACKGROUND SUMMARY:

Chapter 112, Part III, Florida Statutes, establishes ethical standards of conduct and governs conflicts of interest for elected and appointed public officers. The purpose of this agenda item is to provide a waiver of potential ethical conflict for the following individual:

1. Stephanie Boyd (Monitoring and Technical Assistance Analyst, Department of Children and Families)

The individual listed above wishes to be appointed to the Public Safety Coordinating Council (PSCC) and may hold a conflicting employment, contractual or other relationship with an outside business entity, which is prohibited by Section 112.313(3) and (7), Florida Statutes, absent a waiver as permitted by Section 112.313(12), Florida Statutes.

Accordingly, waivers under Section 112.313(12), Florida Statutes, are requested for the above-mentioned individual. Section 112.313(12), Florida Statutes, states that the requirements of Section 112.313(3) and (7) may be waived by the body appointing the person with the conflict to an advisory board, upon a full disclosure of the relationship

constituting the conflict and an affirmative vote in favor of waiver by a two-thirds majority. The waivers, if granted, would permit the appointment of all the above-mentioned individuals while continuing in their current role with the outside business entity. Even if the waivers are granted, should the PSCC ever have an agenda item concerning the above-mentioned individual's employers, as applicable, Stephanie Boyd would still have to declare a voting conflict and fill out the required forms.

The following seats are currently vacant (absent the requested appointments):
1. Designated alternate to the Public Defender
2. Police Chief or person designated by the Police Chief's Association (primary position)
3. Primary consumer of mental health services (selected by the Substance Abuse/Mental Health Program supervisor of DCF)
4. Family member of a primary consumer of community-based treatment services (selected by the Substance Abuse/Mental Health Program supervisor of DCF)
5. Representative from an area homeless program or supportive housing program
6. Director of the detention facility of the Department of Juvenile Justice (DJJ) or person designated by the director
7. Chief Probation Officer of the DJJ or employee designated by the Chief Probation Officer (primary position)
8. State Probation Circuit Administrator or member designated by State Probation Circuit Administrator
9. Director of a local substance abuse treatment program or member designated by director

Commissioner Kirby Smith is the liaison to the Public Safety Coordinating Council.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Quash, Jana _ Application
2.	Boyd, Stephanie _ Application
3.	Boyd, Stephanie _ Disclosure of Business

STAFF APPROVALS AND DATES:

Ashley Henry	Created/Initiated - 04/24/2026
Ashley Henry	Approved - 04/24/2026
David Eichinger	Approved - 04/24/2026
Thomas Carpenter	Approved - 05/04/2026
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 - 05/19/2026
Marisol Saldana	Final Approval - 05/20/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

Outlook

FW: Application for Advisory Board/Committee

From Spahn, Misty <misty.spahn@lakecountyfl.gov>
Date Tue 4/21/2026 9:31 AM
To Saldana, Marisol <marisol.saldana@lakecountyfl.gov>

From: noreply <noreply@lakecountyfl.gov>
Sent: Monday, March 16, 2026 3:06 PM
To: Spahn, Misty <misty.spahn@lakecountyfl.gov>; Saldana, Marisol <marisol.saldana@lakecountyfl.gov>
Subject: Application for Advisory Board/Committee

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Jana Quash (janaquash@gmail.com)
Home phone: (337) 378-9515

Address

County of residence: Marion

Mailing

410 SE 40th St, Ocala, 34480

Physical

410 SE 40th St, Ocala, 34480

Education

B.S. Justice and Law Administration- Western Connecticut State University

Business Info

Lake County Veterans Court
(352) 638-0749
Position: Veterans Court Manager
Address:
550 W. Main Street
Tavares 32778

Qualifications

Training, experience, or qualifications related to board / committee:
Held the position of Lake County Veterans Court Manager since 2016. Experience working with a justice involved population. Understands the challenges veterans may face including mental health, substance use and reintegration to civilian life, which directly impacts community safety.

Reason interested in appointment:
Currently attend the Public Safety meetings and would like to continue to contribute an informed perspective and effective solutions to improve public safety and support vulnerable populations. Would like to continue working and improving community trust and fostering resources.

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?
Yes

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: True
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council
- Other

References:

Debbie Clark
352 401-7828
110 NW 1st Ave Ocala, FL 34475

Lindsay Milton
352 816-0199
2824 se 20th ave Ocala, 34471

Alina Stoothoff
352 572-9199
713 SE 3rd st ocala 34471

How did you learn of this vacancy?:

Other

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Outlook

RE: Application for Advisory Board/Committee

From Saldana, Marisol <marisol.saldana@lakecountyfl.gov>
Date Mon 2/23/2026 1:52 PM
To Boyd, Stephanie <Stephanie.Boyd@myflfamilies.com>
Cc Henry, Ashley <ashley.henry@lakecountyfl.gov>; Welhaven, Eric <eric.welhaven@lakecountyfl.gov>

CAUTION: This email originated from outside of the Department of Children and Families. Whether you know the sender or not, do not click links or open attachments you were not expecting.

Good afternoon, Stephanie,

I have received your application and appreciate your interest in serving the citizens of Lake County. I am forwarding your application to the staff contacts for the Public Safety Coordinating Council.

Please note, applications are kept on file for a period of six months from date of receipt. In the event a vacancy occurs, and you are not appointed to a particular board/committee, your application may be reconsidered should another vacancy occur during that six-month period. We will keep your application on file until August 23, 2026, at which time you will need to resubmit your application if a vacancy occurs after that date on the board(s) you have applied for.

Again, thank you for your interest and feel free to contact me if you have any questions.

Kind regards,

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MARISOL SALDANA
Agenda Coordinator
COUNTY MANAGER'S OFFICE

A 315 W. Main St. Tavares, FL 32778
P 352-343-9888
E marisol.saldana@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: noreply <noreply@lakecountyfl.gov>
Sent: Monday, February 23, 2026 12:29 PM
To: Spahn, Misty <misty.spahn@lakecountyfl.gov>; Saldana, Marisol <marisol.saldana@lakecountyfl.gov>
Subject: Application for Advisory Board/Committee

Image removed by sender. Lake County, Florida Government

You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Stephanie Boyd (stephanie.boyd@myflfamilies.com)
Home phone: 8136294644

Address

County of residence: Lake

Mailing

10401 US Hwy 441 Ste 134, Leesburg, 34788

Physical

10401 US Hwy 441 Ste 134, Leesburg, 34788

Education

Business Info

DCF Substance Abuse and Mental Health
8136294644
Position: Monitoring and Technical Assistance Anaylst
Address:
10401 US Hwy 441 Ste 134
Leesburg 34788

Qualifications

Training, experience, or qualifications related to board / committee:
Currently employed by the Department of Children and Families Substance Abuse and Mental Health department. I also come

with years of experience working as a social working in multiple counties, as well as a mental health case worker and liaison

Reason interested in appointment:
Legislatively Mandated participation

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: True
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council
- Other

References:

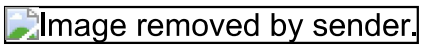
Jean Tucker
4073177452
400 W Robinson St Orlando, FL 32801

Morgan Schell
4078404037
400 W Robinson St Orlando FL 3280

How did you learn of this vacancy?:

Other

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FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL		OFFICE / POSITION HELD
Boyd Stephanie		DCF Representative
MAILING ADDRESS		AGENCY OR ADVISORY BOARD
10401 US Hwy 441 Ste 134		Dept of Children and Families- SAMH
CITY ZIP	COUNTY	ADDRESS OF AGENCY
Leesburg, FL 34788	Lake	10401 US Hwy 441 Ste 134 Leesburg FL 34788

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (X) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   (X) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   Department of Children and Families-Substance Abuse and Mental Health.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; (X) Contractual relationship with the business entity; ( ) Other, please describe:

[CONTINUED ON REVERSE SIDE]

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED
Stephanie Boyd	02/23/2026	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

[CONTINUED FROM FIRST SIDE]

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

DATE: 04/27/2026
MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42942
BY: Hillarie Burgess, KLB Facilitator
SUBJECT: Keep Lake Beautiful Advisory Committee Appointments

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to appoint Michael Jaycox (with conflict waiver), as the Elected Municipal Representative on the Keep Lake Beautiful Advisory Committee to fill an unexpired term ending May 31, 2028.

Commissioner Leslie Campione is the liaison for the Keep Lake Beautiful Advisory Committee.

BACKGROUND SUMMARY: Keep Lake Beautiful (KLB) seeks to lead the way toward a cleaner, more beautiful Lake County by engaging citizens and encouraging community participation. KLB is an affiliate of Keep America Beautiful, the nation's leading nonprofit agency that focuses on building and maintaining vibrant communities. The Keep Lake Beautiful Advisory Committee advises the Lake County Board of County Commissioners on activities related to maintaining affiliated membership in KLB and its programs.

Chapter 112, Part III, Florida Statutes, establishes ethical standards of conduct and governs conflicts of interest for elected and appointed public officers. Accordingly, a waiver of potential ethical conflict is requested for Council Member Michael Jaycox, with the City of Groveland (City), who wishes to be appointed to the Keep Lake Beautiful Advisory Committee and who may hold a conflicting employment, contractual, or other relationship with an outside business entity, which is prohibited by Section 112.313(3) and (7), Florida Statutes, absent a waiver as permitted by Section 112.313(12), Florida Statutes. Section 112.313(12), Florida Statutes, states that the requirements of Section 112.313(3) and (7) may be waived by the body appointing the person with the conflict to an advisory board, upon a full disclosure of the relationship constituting the conflict and an affirmative vote in favor of waiver by a two-thirds majority. The waiver, if granted, would permit the appointment of Council Member Jaycox while he continues his current role with the City. Even if the waiver is granted, should the Keep Lake Beautiful Advisory Committee ever have an agenda item concerning the City of Groveland, Council Member Jaycox, as applicable, would still have to declare a voting conflict and fill out the required documentation.

Current Membership (6):
Elected municipal representative: Mayor Freeman, Town of Lady Lake

Elected municipal representative: Vacant
Business owner or chamber representative: Deborah Jayne
Civic organization member: Melissa Simmes
Citizen representative: Banks Helfrich
Citizen representative: Terri Pfister Soos
Citizen representative: Cynthia Pagut

Proposed Membership (7)
Elected municipal representative: Mayor Freeman, Town of Lady Lake
Elected municipal representative: Council Member Michael Jaycox, City of Groveland
Business owner or chamber representative: Deborah Jayne
Civic organization member: Melissa Simmes
Citizen representative: Banks Helfrich
Citizen representative: Terri Pfister Soos
Citizen representative: Cynthia Pagut

Fiscal Impact: None

Account No.:

Advertised Date: Paper:

Attachments:

1.	Jaycox, Michael_Groveland_ Form 4A
2.	Jaycox, Michael_Groveland_ Letter - Appointment-Alternate to serve on Keep Lake Beautiful 12-02-2025

STAFF APPROVALS AND DATES:

Hillarie Burgess	Created/Initiated - 04/27/2026
Anthony Ellis	Approved - 04/27/2026
Brad Russ	Approved - 04/27/2026
David Salinas	Approved - 04/29/2026
Karen Maxwell	Approved - 04/29/2026
Cari Christian	Approved - 04/30/2026
Melanie Marsh	Approved - 05/11/2026
Jennifer Barker	Approved - 05/11/2026
Marisol Saldana	Final Approval - 05/12/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL	OFFICE / POSITION HELD
Jaycox Michael C	City Council member
MAILING ADDRESS	AGENCY OR ADVISORY BOARD
167 Bayou Bend Rd	City of Groveland
CITY ZIP COUNTY	ADDRESS OF AGENCY
Groveland 34736 Lake	

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (X) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   (X) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   City of Groveland.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
   (X) Other, please describe:

   Council member

[CONTINUED ON REVERSE SIDE]

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED
[signature]	2/26/2026	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

[CONTINUED FROM FIRST SIDE]

Groveland
FLORIDA
City with Natural Charm

Ginny Wright
City Clerk

156 S. Lake Avenue
Groveland, FL 34736
352-730-9285
virginia.wright@groveland-fl.gov

December 2, 2025

Hillarie Burgess, Facilitator
13130 County Landfill Road
Tavares, Florida 32778

Subject: City of Groveland Appointee and Alternate to Serve on the Keep Lake Beautiful Committee

Dear Ms. Burgess:

The City of Groveland recently seated newly elected officials to the City Council.

At the December 2, 2025 City Council Meeting, Council appointed Council Member Michael Jaycox to serve on the Keep Lake Beautiful Committee, and Council Member Amy Jo Carroll to serve as the alternate.

Contact information is listed below:

Council Member Michael Jaycox
michael.jaycox@groveland-fl.gov
(352) 710-5735
City of Groveland,156 S. Lake Avenue, Groveland, FL 34736

Council Member Amy Jo Carroll
amyjo.carroll@groveland-fl.gov
(352) 741-7946
City of Groveland, 156 S. Lake Avenue, Groveland, FL 34736

Should you have any questions please do not hesitate to contact me at (352) 730-9285, mobile (352) 232-9057 or via email at virginia.wright@groveland-fl.gov.

Sincerely,

Virginia (Ginny) Wright
City Clerk

C: File

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

DATE: 05/21/2026
TO: Jennifer Barker, County Manager
THRU:
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Value Adjustment Board Appointment

MEETING DATE: 6/9/2026
ITEM TYPE: Consent Item
ITEM ID: 42993

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to appoint two County Commissioners, select a chairperson, and appoint one citizen member to the Value Adjustment Board (VAB) with terms ending July 11, 2027.

There is no fiscal impact.

BACKGROUND SUMMARY: Recommend approval to appoint two County Commissioners, select a chairperson, and appoint one citizen member to the Value Adjustment Board (VAB). Commissioner Timothy Morris and Commissioner Leslie Campione served as members of the VAB in 2025. The citizen appointment for 2025 was Jennifer Hill.

The following have expressed interest in serving on the 2026 VAB as a citizen member:

- Christopher Gonzales
- Jennifer Hill (VAB member 2025)

Fiscal Impact: None

Account No.:

Advertised Date: Paper:
Attachments:

1.	Letter requesting BCC VAB Appointments
2.	Gonzales, Christopher Application 3.25.26
3.	Hill, Jennifer Application 5.24.26

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 05/21/2026
Melanie Marsh	Approved - 05/27/2026
Jennifer Barker	Approved - 05/29/2026

Marisol Saldana Final Approval - 05/29/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Gary J. Cooney
Clerk of the Circuit Court and Comptroller
550 West Main Street, Post Office Box 7800
Tavares, Florida 32778-7800
(352) 742-4100 www.lakecountyclerk.org

May 21, 2026

Commissioner Timothy Morris, Chairman
Lake County Board of County Commissioners
315 West Main Street
Tavares, Florida 32778

Dear Commissioner Morris:

As you are aware, Florida Statutes require the County to create a Value Adjustment Board each year for the purpose of settling disputes regarding property assessments. Section 194.015, F.S., requires two members of the governing body of the County and one citizen member appointed by the governing body of the County to serve as members of the Value Adjustment Board. The appointed citizen must, during the entire course of service on the Value Adjustment Board, own homestead property within the County and must not be a member or employee of any taxing authority in the State of Florida and must not be a person who represents property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes.

In 2025, Commissioner Timothy Morris and Commissioner Leslie Campione served as members of the Value Adjustment Board. The citizen appointment by the governing body of the County was Jennifer Hill.

Prior to June 30, 2025, please have the BCC elect two members of the governing body, appoint one as chair, and select a citizen appointee to serve as members of the Value Adjustment Board and notify me of your selections. Your prompt attention to this matter is greatly appreciated.

Sincerely,

Barbara J Turner

Barbara Turner
Value Adjustment Board Clerk

Cc County Manager's Office County Attorney's Office

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: Sunday, May 24, 2026 3:08:08 PM

You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Jennifer Hill (jshill1952@gmail.com)
Home phone: (352) 536-3437

Address

County of residence: Lake

Mailing

9732 Fairway, Leesburg, 34788

Physical

9732 Fairway, Leesburg, 34788

Education

Business Info

Position:
Address:

Qualifications

Training, experience, or qualifications related to board / committee:
same s last year

Reason interested in appointment:
same as last year

Currently serving a Lake County Board / Committee:
No

Past service to Lake County Board(s) / Committee(s):
Yes

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: True
- WellFlorida Council
- Other

References:

Tim Morris
352 874-6322
silver lake, Leesburg

Sally Pope
352 787-7480
Fruitland Park

Amaya Hall
352 `551-3504
Tavares

How did you learn of this vacancy?:

Other

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

DATE: 05/26/2026 **MEETING DATE:** 6/9/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Other
THRU: **ITEM ID:** 42995
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Lake-Sumter MPO Community Advisory Committee (CAC) Appointment

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to appoint Amelia Swart to the Lake-Sumter MPO Community Advisory Committee. There is one vacancy 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: One primary seat and five alternate seats. These vacancies are to be filled by Lake County.

Primary Member: Mario Nappa, appointed on 3/24/2026 to fill an unexpired term; term ends on 12/31/2027.
Primary Member: Stephanie Winheim, appointed on 5/19/2026 to fill an unexpired term; ends on 12/31/2027.
Primary Member: Martin Proctor, appointed on 3/26/2024; term ends on 12/31/2027.
Primary Member: Tim Barrett, appointed on 3/26/2024; term ends on 12/31/2027.
Primary Member: Vacant, to fill an unexpired term; term ends on 12/31/2027.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:
Attachments:

1.	Swart, Amelia Application 5.22.26

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 05/26/2026
Melanie Marsh	Approved - 05/26/2026
Jennifer Barker	Approved - 05/27/2026
Marisol Saldana	Final Approval - 05/28/2026

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, May 22, 2026 3:23:27 PM



You've received a message from LakeCountyFL.gov.

Application for Advisory Board/Committee

Contact Info

Amelia Swart (amelias@712marketingsolutions.co,)
Home phone: 4079485465

Address

County of residence: Lake

Mailing

10745 Crescent Lake Ct, Clermont, 34711

Physical

10745 Crescent Lake Court, Clermont, 34711

Education

AA in Business Administration BA in Interior Design 20+ years in the AEC industry.

Business Info

7TWELVE Marketing Solutions LLC
4079485465
Position: 7TWELVE Marketing Solutions LLC
Address:
10745 Crescent Lake Court
Clermont 34711

Qualifications

Training, experience, or qualifications related to board / committee:
Amelia Swart brings a strong background in strategic communications, public engagement, economic development, and community-focused planning initiatives that align closely with the mission of the Lake County MPO Community Advisory Board. Through her work with regional AEC businesses and civic organizations, she has actively participated in discussions surrounding infrastructure planning, transportation connectivity, growth management, economic competitiveness, and long-term community sustainability throughout Lake County. Amelia has experience coordinating stakeholder engagement efforts, facilitating collaboration between public and private sector leaders, and helping communicate complex planning and policy topics in a way that is accessible to residents and business communities alike. She is highly data-driven in her approach to decision-making and believes effective planning should be supported by measurable outcomes, research, and long-term analysis while also recognizing the importance of public perception, community priorities, and real-world impacts. Her ability to successfully bridge academic and technical planning concepts with public understanding and stakeholder concerns allows her to contribute balanced, practical perspectives to complex community discussions. In addition, her professional experience in communications, organizational leadership, and strategic planning has strengthened her ability to analyze community priorities, encourage public participation, and contribute thoughtful, solution-oriented perspectives to regional transportation discussions.

Reason interested in appointment:
I am interested in serving on the Lake County MPO Community Advisory Board because I recognize that transportation, infrastructure, and responsible growth planning are among the most important and frequently discussed concerns within our community. As Lake County continues to experience rapid growth, I believe it is critical to have forward-thinking conversations that balance economic development, mobility, quality of life, and long-term sustainability. I understand that transportation planning is complex and interconnected with funding, land use, infrastructure capacity, and evolving community needs, and typically approach these discussions with both realism and a future-

driven mindset. I am passionate about contributing thoughtful perspectives that consider not only current challenges, but also the long-term impacts decisions made today will have on future generations. I hope to help foster productive dialogue, encourage informed community engagement, and support data-driven planning efforts that are both practical and responsive to public concerns and priorities.

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:
- Public Lands Committee:

- Public Safety Coordinating Council:
- Sales Surtax Oversight Advisory Committee:
- Tourist Development Council:
- Value Adjustment Board:
- WellFlorida Council
- Other

References:

Pam Serviss
352-274-2826
Minneola, FL 34711

Steve McDonald
352-343-3003
3001 FL-19, Tavares, FL 32778

Pam Rivas
407-462-9821
343 N Bay St. Eustis, FL

How did you learn of this vacancy?:

Other

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

DATE: 06/04/2026
TO: Jennifer Barker, County Manager
THRU:
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: NACo's Online Proxy Form

MEETING DATE: 6/9/2026
ITEM TYPE: Consent Item
ITEM ID: 43018

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to authorize Commissioner Sabatini to complete the National Association of Counties (NACo) online proxy form to cast Lake County's vote at the 2026 NACo Annual Conference on for July 17 - 20, 2026.

BACKGROUND SUMMARY: NACo, founded in 1935, is an advocacy organization that serves nearly 40,000 county elected officials and 3.6 million county employees nationwide. NACo provides the following services:

- Advocates county priorities in federal policymaking
- Promotes exemplary county policies and practices
- Nurtures leadership skills and expands knowledge networks
- Optimizes county and taxpayer resources and cost savings
- Enriches the public's understanding of county government

Each county is being requested to register and vote at the Annual Conference or to submit an online proxy form to authorize FAC to vote on behalf of each county. Authorization is sought to allow Commissioner Sabatini to submit the online proxy form.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 06/04/2026
Melanie Marsh	Approved - 06/04/2026
Kandace Pourbaix	Approved - 06/04/2026
Miranda Lanoue	Approved - 06/04/2026
Jaime Stewart	Approved - 06/04/2026
Melanie Marsh	Approved - 06/05/2026
Jennifer Barker	Approved - 06/05/2026

Marisol Saldana Final Approval - 06/05/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other: