BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

REGULAR MEETING

June 23, 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 23, 2026

9:00 A.M. Invocation

Pledge of Allegiance

I. AGENDA UPDATE

Discussion regarding proposed revisions to today's Agenda.

II. EMPLOYEE SERVICE AWARDS

III. MINUTES APPROVAL

Tab 1 Recommend approval of the following minutes:

- April 28, 2026 (Regular Meeting)
- May 4, 2026 (Special 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 1-3):
1. Notice is hereby provided of warrants paid prior to this meeting, pursuant to Chapter 136.06 (1) of the Florida Statutes, which shall be incorporated into the Minutes and filed in the Board Support Division of the Clerk's Office.
2. Notice is hereby provided of having received the Arlington Ridge Community Development District Proposed Budget for Fiscal Year 2027 in accordance with Section 190.008(2)(b), Florida Statutes for purposes of disclosure and information only.
3. Notice is hereby provided of having received the Southwest Florida Water Management District's Annual Comprehensive Financial Report for the fiscal year ended September 30, 2025.

V. CONSENT AGENDA (Tabs 3 – 15):

A. PROCLAMATIONS

Tab 3 Recommend approval of a proclamation designating July 2026 as Park and Recreation Month in Lake County.

B. COUNTY ATTORNEY

Tab 4 Recommend approval of the Supervisor of Elections request for precinct changes. There is no fiscal impact.

C. ADMINISTRATIVE SERVICES

Management and Budget

Tab 5 Recommend approval of seven Resolutions providing for certification of the non-ad valorem assessment rolls for the Greater Groves Municipal Service Benefit Unit, Greater Hills Municipal Service Benefit Unit, Greater Pines Municipal Service Benefit Unit, Picciola Island Subdivision, Sylvan Shores Subdivision, Valencia Terrace Subdivision, and the Village Green Subdivision for the Fiscal Year beginning October 1, 2026. The total amount to be collected for these MSBU's is $1,109,549.96.

D. DEVELOPMENT SERVICES

Planning and Zoning

Tab 6 — Recommend approval:
1. Of the Second Amendment to the Agreement with Kimley-Horn and Associates, Inc. (Sarasota, Florida) for professional planning services for Comprehensive Plan Update; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $449,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

E. COMMUNITY SERVICES

Solid Waste

Tab 7 — Recommend approval:
1. Of a Resolution in Opposition to the Heart of Florida Deep Well Injection Project; and
2. Of a cover letter directed to the Florida Department of Environmental Protection.

There is no fiscal impact.

Transit Services

Tab 8 — Recommend approval:
1. To approve the Florida Commission for the Transportation Disadvantaged Trip and Equipment Grant Application for FY 2026-2027; and
2. To adopt the supporting Resolution.

The fiscal impact is $1,050,769 — $945,693 (revenue/expenditure — grant funded) and $105,076 (expenditure - county match).

F. INFRASTRUCTURE AND TRANSPORTATION SERVICES

Public Works

Tab 9

Recommend approval:
1. To adopt a Resolution to authorize the conveyance of public right of way to FDOT for road improvements on a portion of State Road 50 in the Mascotte area; and
2. To authorize the Chairman to execute the County Deeds and any necessary transfer documents; and
3. To authorize the Chairman to execute FDOT donation forms.

There is no fiscal impact. Commission District 1.

Tab 10

Recommend approval:
1. Of Contract 21-0920 with Tierra, Inc. (Tampa, FL, serviced through Winter Garden Office) for Construction, Engineering and Inspection (CEI) Services for County Road 452 from County Road 44 to Lake/Marion County Line Phase 2; and
2. To authorize the Office of Procurement Services to execute all supporting documents; and
3. Of a budget transfer within the North Central Transportation Benefit District Fund in the amount of $67,606 from Infrastructure to Infrastructure—Construction CR452 from CR44 to Lake/Marion County Line; and
4. Of a budget transfer within the Central Transportation Benefit District Fund in the amount of $67,606 from Infrastructure to Infrastructure—Construction CR452 from CR44 to Lake/Marion County Line.

The fiscal impact is $478,661.42 — $343,450 (revenue/expenditure - grant funded) and $135,211.42 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 3 and 4.

Tab 11

Recommend approval:
1. Of Contract 24-934 with Halff Associates, Inc. (Richardson, TX, serviced through Tavares Office) for Engineering & Design Services for CR44 from US441 to SR19 Safety Improvement; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The fiscal impact is $764,718.44 (expenditure) — $652,000 (revenue/expenditure - grant funded) and $112,718.44 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

Tab 12 Recommend approval:
1. Of Contract 25-726 with Metric Engineering LLC (Miami, FL) for Project Development and Environmental Study (PD&E) services for Rolling Acres Road from South of County Road 466 to North of US 27; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The fiscal impact is $899,999.34 (expenditure) — $449,999.67 (revenue/expenditure - grant funded) and $449,999.67 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

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

The fiscal impact is $4,339.60 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

Tab 14 Recommend approval of a Roadway Improvement and Impact Fee Credit Agreement for the Vista Hills Segment of the Proposed Vista Ridge Drive between Lake County and Route 46 Properties.

The fiscal impact is estimated at $3,102,550 in Northeast District Transportation Impact Fee Credits. Commission District 4.

G. PARKS AND WATER RESOURCES

Parks and Trails

Tab 15 Recommend approval of the Fiscal Year 2027 Detailed Work Plan Budget for Arthropod Control for the Lake County Mosquito Control Program pursuant to Section 388.201, Florida Statutes, and Rule 5E-13.022, Florida Administrative Code.

The fiscal impact is $69,588 (revenue/expenditure - grant funded) and is included in the Fiscal Year 2027 Budget request.

VI. PRESENTATIONS

Tab 16 Recommend approval for adoption of the Initial Assessment Resolution, which initiates the annual process for the preparation of the Municipal Service Benefit Unit (MSBU) for Internal Subdivision Roads Assessment Roll, authorizes the publication of the advertisement for September 8, 2026, Public Hearing, provides direction to notify all affected parties of the proposed rate, and directs the imposition of the MSBU for Internal Subdivision Roads fee for the Fiscal Year beginning October 1, 2026, for the Edgemont, Lake Nellie Crossing, and Trailside Subdivisions. Commission District 1 and 4.

The estimated fiscal impact is $85,549.75 (revenue).

Tab 17 Recommend approval for adoption of the Initial Assessment Resolution, which initiates the annual process for the preparation of the Distributed Wastewater Treatment System (DWTS) Municipal Service Benefit Unit Assessment Roll, authorizes the publication of the advertisement for September 8, 2026, Public Hearing, provides direction to notify all affected parties of the proposed rate, and directs the imposition of the DWTS Municipal Service Benefit Unit fee for the Fiscal Year beginning October 1, 2026.

The estimated fiscal impact for Fiscal Year 2027 is $68,619.60 (revenue).

Tab 18 Recommend approval for adoption of the Initial Assessment Resolution, which initiates the annual process for the preparation of the Solid Waste Assessment Roll; authorizes the publication of the advertisement for a Public Hearing on September 8, 2026; provides direction to notify all affected parties of the proposed rates; and directs the imposition of the Solid Waste Assessment fees for the Fiscal Year beginning October 1, 2026.

The estimated fiscal impact is $33,987,543 (revenue).

Tab 19 Recommend approval of the Initial Assessment Resolution, which initiates the annual process for preparation of the Fire Assessment Roll, authorizes the publication of the advertisement for a September 8, 2026, Public Hearing, provides direction to notice all affected parties of the proposed rates, and directs the imposition of the Fire Assessment fees for the Fiscal Year beginning October 1, 2026.

The estimated fiscal impact is $54,467,645 (revenue).

VII. PUBLIC HEARINGS

Tab 20 Recommend approval of the Joint Planning Agreement (JPA) between the Town of Montverde and Lake County. There is no fiscal impact.

Tab 21 Recommend adoption and execution of an Ordinance dissolving the Board of Adjustment and transferring its functions to the Board of County Commissioners. There is no fiscal impact.

VIII. REGULAR AGENDA

A. COMMISSIONERS

Commissioner Sabatini - District #1

Tab 22 Discussion and direction on establishing a temporary Moratorium on Data Center Facilities within the unincorporated areas of Lake County. There is no fiscal impact.

Tab 23 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.

Commissioner Parks - District #2

Tab 24 Recommend approval and adoption of Pride in America proclamation, per Commissioner Sean Parks.

Commissioner Smith - District #3

Tab 25 Presentation by Scott Chevalier on the impact of the Powerhouse Youth Project in Lake County. There is no fiscal impact.

B. DEVELOPMENT SERVICES

Planning and Zoning

Tab 26 Recommend approval to advertise an Ordinance amending Section 9.01.06, Lake County Code, Appendix E, Land Development Regulations, entitled *Landscape Buffer Requirements*, to establish a minimum landscape buffer width of twenty (20) feet for residential properties developing along public roadways.

There is no fiscal impact.

Tab 27 Recommend approval to advertise an Ordinance amending Section 14.07.00, Lake County Code, Appendix E, Land Development Regulations, entitled *Subdivisions*, to bring the section into compliance with Chapter 2025-164, *Laws of Florida*, (Senate Bill 784 (2025)).

There is no fiscal impact.

IX. REPORTS

A. County Attorney

B. County Manager

X. COMMISSIONER REPORTS

A. Commissioner Sabatini - District #1

B. Commissioner Parks - District #2

C. Commissioner Smith - District #3

D. Commissioner Morris - District #5

E. Commissioner Campione - Chairman and District #4

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

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

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

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

DATE: 06/08/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Minutes

MEETING DATE: 6/23/2026
ITEM TYPE: Consent Item
ITEM ID: 42999

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the following minutes:

- April 28, 2026 (Regular Meeting)
- May 4, 2026 (Special Meeting)

BACKGROUND SUMMARY:

Fiscal Impact: None

Account No.:

Advertised Date: Paper:
Attachments:

1.	2026-04-28_Regular_Meeting Draft
2.	2026-05-04_Special_Meeting Draft

STAFF APPROVALS AND DATES:

Marisol Saldana Created/Initiated - 06/08/2026
Marisol Saldana Final Approval - 06/08/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
APRIL 28, 2026

The Lake County Board of County Commissioners met in regular session on Tuesday, April 28, 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 (via Zoom). 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 Brooks Braswell, with First Baptist Church of Umatilla, gave the Invocation and led the Pledge of Allegiance.

AGENDA UPDATE

Ms. Jennifer Barker, County Manager, mentioned that Commissioner Morris was not able to attend the meeting in person, and that he may be participating online, noting that even though he could comment on agenda items, he would not be voting since he was not in attendance.

Commr. Morris verified that he was online.

ARPA UPDATE

Mr. Sean Beaudet, Grants Program Manager with the Office of Water Resources, said that he would provide an American Rescue Plan Act (ARPA) update, and that he would provide some background information, updates, recommendations, and the requested action. He commented that the Veterans Transitional Housing project on County Road (CR) 561 in the City of Tavares had been renamed the Multi-Family Detached Housing project because the Lake County Sheriff's Office (LCSO) recommended changing the clientele due to the proximity to the firing range, noting that the current balance for the sitework and building construction was $3,475,708; additionally, the Board of County Commissioners (BCC) had reallocated funds from cancelled projects to be used for the installation and connection to the City of Tavares water and sewer for this project, which was $1,224,856, for a total of $4,700,564. He also recalled that the Board had earmarked $400,000 for the purchase of one or more mobile shower and laundry trailers, which was previously titled Mobile Day Services for the Unhoused. He related that the Emergency Communication and Operations Center (ECOC) audio/visual phase II project was complete and had a balance of $3,366, and that the Fifth Judicial Circuit security camera project was ongoing and had funds set aside for contingencies, which were no longer needed, noting that the available balance was $104,913. He mentioned that the Multi-Family Detached Housing project was advertised as an invitation to bid (ITB), which closed on March 19, 2026, and that this included all sitework, building construction, and utilities for 21 residential units. He relayed that the County received three responses, and that a selection committee chose Nichols Contracting at a cost of

$4,997,879. He commented that a request for pricing (RFP) for the mobile shower and laundry trailers closed on July 29, 2025 with five responses, and that one respondent provided full management services but was overbudget while four respondents provided various trailer options all within budget; however, there were major obstacles, such as providing sufficient staffing levels to manage the units and the Federal funding time constraint. He stated that some recommendations included repurposing the excess funds of $108,279 from the ECOC and Fifth Judicial Circuit projects to help pay for repairs to Lake Erie Road, which was damaged due to a sinkhole, and to forgo the trailer purchase and reallocate the $400,000 to assist with the building construction costs of the Multi-Family Detached Housing project, which would cover all expenses and provide additional required sitework; furthermore, the contract approval with Nichols Contracting was Tab 14 on the consent agenda. He displayed a chart showing the most up-to-date project list and the recommended allocations, and said that the requested action was approval to reallocate funds within the project list, as presented.

Commr. Campione recalled that there was some disappointment at not being able to strictly allocate the housing project for veterans; however, she opined that this could be used for rapid rehousing, such as when people were waiting to get into permanent housing and needed a place to stay. She commented that there would be wraparound social services, including case workers, and that this would not be done by the County but by a separate entity who could handle those issues. She suggested that a couple of units could be held out for emergencies, such as storms, or instances when housing was required quickly, opining that it would be helpful to have this as an option. She remarked that in the past, the County had worked with the Mid Florida Homeless Coalition, and that they had used hotel rooms, which had to fall under certain parameters, noting that this was not easy to do. She relayed her understanding that this could serve several purposes and fit within the ARPA requirements.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 4-0, the Board approved to reallocate funds within the project list, as presented.

MINUTES APPROVAL

On a motion by Commr. Sabatini, seconded by Commr. Smith and carried unanimously by a vote of 4-0, the Board approved the minutes for the BCC meeting of March 3, 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. Banks Helfrich, a farmer from the Clay Road District in South Lake, gave farm tips about pineapples, and then expressed concerns about placing blame for issues in society. He mentioned that 250 years prior, their forefathers were blaming England for their issues until they

took responsibility, and opined that we could either take ownership of this great nation or be blamers of nothing.

Ms. Cindy Newton, a resident of Commission District 4, indicated appreciation to Commissioner Campione for attending a Friends of the Wekiva River pavilion dedication at Katie's Landing on the previous Saturday, and opined that it was a wonderful day for the community and a great reminder of why they worked so hard to protect their local gems. She asked that the BCC take a critical look at several key definitions within the County code, including those regarding open space, recharge, recharge soil, protection, and stormwater ponds. She opined that there was increasing pressure on the Wekiva Study Area and surrounding spring sheds, and that how these terms were defined mattered. She opined that a stormwater pond had a utility function and should not be synonymous with open space or recharge, and that protections for recharge soil needed to be robust enough to ensure that the long-term health of the aquifer was being preserved. She said that she was willing to write suggestions for the Comprehensive Plan (Comp Plan) and Land Development Regulations (LDR) changes, and believed that these updates would better align local policies with the shared goal of protecting the State of Florida's water and sensitive ecological zones.

Ms. Alexandra St. Martin, a resident of Sumter County, related that she had come to discuss a proposed injection well at the Heart of Florida Landfill in Sumter County and to ask for help in standing with Sumter County residents, the Citrus and Hernando County BCCs, Representative J.J. Grow, and Representative Samantha Scott in opposition to the Florida Department of Environmental Protection (FDEP) regarding this issue. She opined that this was a direct threat to the Floridan Aquifer, and said that residents had been asking the Bushnell City Council and Sumter County to do something about the growing landfill issues. She mentioned that when they fought to open an odor compliance case against them, they discovered a plan to construct a deep well with the intent of injecting leachate deep beneath the soil and water resources, noting that FDEP had already approved a class five exploratory well with the intent to operate a class one injection well in the future while the community was uninformed. She remarked that according to their research, injection wells failed often, and that there would be nothing they could do to fix the issue it created, opining that once the water resources were contaminated, they were contaminated for life. She stated that there was much data to support this, and that there were many other options for wastewater and leachate disposal that could be explored. She relayed that the landfill had currently drilled a class five exploratory well to test the viability of the area, and that there was FDEP data showing that the delicate and unpredictable karst geology of this area was not suitable for an injection well. She commented that the area in question was susceptible to sinkholes, opining that the risk for failure was too high and not worth the reward. She opined that there was a lack of transparency with the community, and that a privately owned company was being permitted and encouraged to grow their operation. She opined that they were putting drinking water at risk, that the City of Bushnell was permitting operations while ignoring their constituents, and that Sumter County did not want to get involved. She opined that it was every elected representative's obligation to protect the community and place the health of the people first, and that even though

this was taking place in Sumter County, it could affect the waterways in Lake County. She asked that the Lake County BCC write a letter of opposition to FDEP and express opposition to this injection well, and said that one could learn more at stopacms.org.

Commr. Campione commented that the Board could look at the website, and asked if staff could bring back some information from the application itself or a link where it could be viewed.

Commr. Sabatini recommended that it be added to the following agenda so that it could be revisited.

Commr. Campione opined that this would give the Board a deadline to review it.

Commr. Parks remarked that he wanted to obtain all the information first and then review it, as he had concerns about it as well.

Ms. Susan Fetter, President of the Lake County Conservation Council and speaking via Zoom, asked the BCC to reconsider the density bonus included in the Rural Conservation Subdivision ordinance, particularly in areas of high aquifer recharge, including the Ferndale community, the Wekiva River Protection Area, Wekiva Study Area, the Lake County Rural Protection Areas (RPAs), and the Green Swamp. She mentioned that the Wekiva River Protection Area already had transfer of development rights (TDRs) in place to address any density bonuses needed, and that the County was pursuing TDRs for the entire county in discussions with municipalities. She pointed out that the Wekiva Study Area was critical for the State of Florida's water supply, was a high recharge zone for the Floridan Aquifer, and protected the spring shed, making land use management vital to maintain groundwater quality and spring flow; additionally, she opined that no density bonuses should be allowed in the Wekiva Springs area due to the decreased recharge and increased water use from the aquifer. She mentioned that protecting the Green Swamp was critical as it was another prime recharge area for the Floridan Aquifer, supplied drinking water for millions, helped prevent flooding, filtered water, supported biodiversity, and was the headwaters to four major rivers, opining that adding density to this area was not appropriate. She opined that a bonus density of 25 percent or more for open space acreage was an incentive for more pumping of the aquifer at a time when there were water shortage alerts and would promote overdevelopment in designated low-density areas. She asked the Board to reconsider this aspect of the Rural Conservation Subdivision.

Mr. John Johnson, speaking via Zoom, mentioned that he had recently moved to the City of Fruitland Park, and wondered when the Burrell Lock would be open again. He opined that everyone living on Lake Griffin was lake-locked, and questioned if there were any updates on what was going on with the Burrell Lock, noting that when he called the St. Johns River Water Management District (SJRWMD), they could not give him any answers.

Commr. Campione commented that Mr. Johnson could leave his information so that he could be connected with the Lake County Water Authority (LCWA), and that someone could possibly give him an update on the situation and tell him how long it would be before it was operational.

PROCLAMATION 2026-35: RECOGNIZING LIFEPOINTE CHURCH FOR COLD WEATHER SHELTERING

Commr. Campione remarked that there were four proclamations that needed to be approved before they could be presented.

On a motion by Commr. Parks, seconded by Commr. Sabatini and carried unanimously by a vote of 4-0, the Board approved the following: Proclamation 2026-35 recognizing LifePointe Church for Cold Weather Sheltering; Proclamation 2026-31 recognizing May 3-9, 2026, as National Travel and Tourism Week; Proclamation 2026-32 designating May 2026 as Building Safety Month in Lake County; and Proclamation 2026-41 recognizing Community Legal Services for their 60th Anniversary.

Ms. Dana McGeehan, with the Office of Emergency Management, stated that since 2018, the Lake County Office of Emergency Management had supported sheltering for homeless and underhoused individuals through its cold weather response program, and that cold weather shelters were activated when temperatures were forecast to fall below 40 degrees for four or more hours or when windchill values were expected to drop below 35 degrees for the same duration. She commented that since the program's inception, there had been 40 activations, providing safe refuge for hundreds of Lake County residents. She related that LifePointe Church had been a dedicated partner since the beginning, and that they had consistently provided a warm and welcoming environment for residents during times of need; additionally, members of the congregation continually stepped forward to generously offer their time and service to their neighbors. She mentioned that preparedness, response, and recovery were most effective when all parts of the community were engaged, and that LifePointe Church exemplified this concept in action. She expressed appreciation for the leadership of LifePointe Church and for the ongoing dedication of its team of volunteers; furthermore, she introduced Pastor Jonathan Pearson, Pastor Pedro Linares, and Pastor Dann Ragan to be recognized for their service.

Commr. Campione read Proclamation 2026-35 and presented it to Pastor Pearson. She indicated appreciation for their attendance, and opined that this was not an easy situation. She opined that volunteers in the church community had embraced this opportunity to help those who were vulnerable, and that even though at first the County had questions about how this would work, everything had worked well, noting that there had also been coordination with law enforcement and the surrounding community. She opined that LifePointe Church had been a great community partner and had been a role model for other organizations, and pointed out that the County welcomed other churches to get involved. She opined that there were many logistics that went into this effort, and that it was not easy to do, commenting that the County wanted to recognize them for doing this.

Pastor Pearson expressed appreciation to the Board for the proclamation, and said that they were grateful to partner with the County in this endeavor, noting that they were never more like Christ than when serving. He indicated appreciation to their lead volunteers, and commented that without them, they would not be able to do the work they did in helping to serve the community

with the cold weather shelter, opining that it was an honor and a privilege to serve alongside the County.

PROCLAMATION 2026-31: NATIONAL TRAVEL AND TOURISM WEEK

Mr. Ryan Ritchie, Director for the Office of Tourism, expressed appreciation to staff and to the Board for supporting tourism in Lake County, and pointed out that the Central Florida Hotel and Lodging Association (CFHLA) had distributed pineapples on the current day, which would be explained by Mr. Robert Agrusa, President and CEO of the CFHLA.

Mr. Agrusa stated that on behalf of their Board of Directors and Chairman Jon McGavin, he indicated appreciation for continued support of the vibrant tourism and hospitality industry that employed more than 168,000 residents across the Central Florida region, which was 37 percent of the entire workforce. He pointed out that the tourism and hospitality industry was the backbone of the economy in Central Florida with a regional economic impact of $94.5 billion and generating $6.7 billion in State and local tax revenue, and that it provided each household with annual tax savings of over $7,600 across the region. He mentioned that the following week was National Small Business Week, and that this was a reminder that there were many small businesses that relied on success of the tourism and hospitality industry. He commented that their organization represented over 500 of those small businesses, which included the following: landscapers; heating, venting, and air conditioning (HVAC) companies; cleaning and sanitation; laundry facilities; printing; and many more. He explained that the pineapples were from one of their small businesses, and said that they also presented the Board with a pin with their international symbol of hospitality. He remarked that the CFHLA was able to distribute over $160,000 to 62 students in student scholarships to continue their education, and that their organization had contributed $1.5 million toward student scholarships and provided 305 items for students in need within their communities working with all of the school districts. He relayed that their members participated in their adopt-a-school program and were helping to support 117 schools, several of which were in Lake County, including Leesburg Elementary, Lake Hills Elementary School, and East Ridge Middle School. He commented that they had a Patriot Day Remembrance Breakfast the prior year, which recognized first responders who went above and beyond every year, and that Deputy Sheriff Ronald Kaliszewski, with the LCSO, was recognized as the 2025 Patriot Day Heroism in Law Enforcement Award winner. He mentioned that these were just a few highlights of their industry working together to create a positive and lasting impact on local communities in addition to providing jobs, significant tax revenue, and competitive wages and benefits, and he expressed appreciation to the Board for recognizing the impact that tourism and hospitality had on Lake County and the Central Florida region.

Commr. Campione read and presented Proclamation 2026-31 to Mr. Agrusa.

PROCLAMATION 2026-32: BUILDING SAFETY MONTH

Mr. Bill Ondulich, Director for the Office of Building Services, stated that Building Safety Month was an international campaign to raise awareness about the importance of building safety, and that the campaign emphasized the need for the adoption and enforcement of modern, regularly updated building codes and helped individuals, families, and businesses to understand what it took

to create a safe and sustainable structure. He indicated appreciation to staff for their dedication to building code enforcement and for their excellence in customer service and to the Board and executive management for recognizing the importance of building safety.

Commr. Campione opined that this was a difficult job; however, they were ensuring that there was safety and were being recognized for it. She then read Proclamation 2026-32 and presented it to Mr. Ondulich.

PROCLAMATION 2026-41: RECOGNIZING COMMUNITY LEGAL SERVICES FOR THEIR 60TH ANNIVERSARY

Commr. Campione read and presented Proclamation 2026-41 to Mr. Matt Frey, Board Member for Community Legal Services, and Ms. Adrianna Tran, Director of Government Relations for Community Legal Services. She expressed appreciation to Community Legal Services for this opportunity to bring awareness to their services, and noted that it took many volunteers and staff as well as commitment from the legal community.

Mr. Frey indicated appreciation to the BCC for the recognition in honor of their 60th anniversary, and said that their continued support meant a great deal to Community Legal Services and the many individuals and families who relied on their work. He commented that the organization's mission was simple but crucial, opining that access to justice was a fundamental right and should not depend on income; however, for many Floridians, access to legal support was out of reach. He wondered what good the justice system was if people could not meaningfully participate in it, and said that this was why they were there. He remarked that their mission was to enhance the lives of those they served through legal support, assistance, and education, and that every client they assisted, every clinic and presentation they hosted, and every partnership they forged moved them closer to a community where the justice gap was closed. He related that since their founding in 1966, they had remained steadfast in that purpose, and that as they celebrated six decades of service, they were more determined to carry that mission forward by expanding their reach, deepening their impact, and sharing that everyone, regardless of circumstance, could obtain the legal support they deserved. He invited the Board and staff to a 60th Anniversary celebration at Hickory Point Park on May 9, 2026, which would be open to the public, noting that there would be food, family-friendly activities, and stories from community members of their impacts.

CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S CONSENT AGENDA

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 4-0, the Board approved the Clerk of the Circuit Court and Comptroller's Consent Agenda, Item 1, 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.

COUNTY MANAGER'S CONSENT AGENDA

Commr. Sabatini said that he would like to pull Tabs 11 and 14 to the regular agenda.

On a motion by Commr. Parks, seconded by Commr. Smith and carried unanimously by a vote of 4-0, the Board approved the Consent Agenda, Tabs 7 through 23, pulling Tabs 11 and 14 to the regular agenda as follows:

PROCLAMATIONS

Recommend approval and adoption of ALS Awareness Month Proclamation 2026-29, per Commissioner Morris.

COUNTY MANAGER

Recommend approval for the Chairman to execute a letter of support and agreement to the Florida Attorney General regarding the Crime Stoppers Grant Program. There is no fiscal impact.

ADMINISTRATIVE SERVICES

Information Technology

Recommend approval:

1. Of the continued utilization of various State of Florida Information Technology related hardware and software contracts on an as-needed basis.

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

The estimated annual fiscal impact is $2,000,000 (expenditure) and will not exceed any Fiscal Year Budget.

Recommend approval:

1. Of the grant agreement for the Local Government Cybersecurity Grant Program with the State of Florida Department of Management Services; and

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

There is no fiscal impact.

COMMUNITY SERVICES

Housing and Community Services

Recommend approval of the First Amendment to the Community Development Block Grant (CDBG) Program Subreceipient Agreement with the City of Eustis, for the Coolidge Street Improvement Project.

The estimated fiscal impact is $400,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 4.

Transit Services

Recommend approval:

1. Of the Florida Department of Transportation Section 5311 Off Cycle Capital Grant Agreement for Federal Fiscal Year 2025 and State Fiscal Year 2026; and

2. To adopt Unanticipated Revenue Resolution 2026-45 to accept and appropriate $732,768 for the FDOT Section 5311 Off Cycle Capital Grant Agreement for Fiscal Year 2026; and

3. To procure vehicles under the State's bid list through FDOT's Transit Research Inspection Procurement Services (TRIPS) program.

The fiscal impact is $732,768 (revenue/expenditure - 100 percent grant funded).

INFRASTRUCTURE AND TRANSPORTATION SERVICES

Public Works

Recommend approval:

1. To increase the expenditure limits of Contract 23-510C with Flotech Environmental, LLC (Miami, FL) for Storm Drain System Cleaning not to exceed $75,000 to an estimated $150,000; and

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

The estimated fiscal impact is $150,000 (expenditure). Annual expenditures will not exceed the available funding in each Fiscal Year's Budget.

Recommend approval:

1. Of Contract 26-604 with Asphalt Paving Systems, Inc. (Zephyrhills, FL) for as-needed pavement preservation services.

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

The estimated annual fiscal impact is $500,000 (expenditure) and will not exceed available funding in any approved Fiscal Year's Budget.

Recommend approval:

1. Of Contracts 25-754 for countywide Road Resurfacing and Related Services as needed with the following pool of vendors: C.W. Roberts Contracting, Incorporated (Tallahassee, FL); Estep Construction, Inc. (Apopka, FL); Jr. Davis Construction Company, Inc. (Kissimmee, FL); Premier Paving LLC (Deland, FL); Ranger Construction Industries, Inc. (West Palm Beach, FL - providing services from Winter Garden, FL); Superior Asphalt, Inc. (Bradenton, FL); and The Middlesex Corporation (Littleton, MA - providing services from Orlando, FL); and

2. To authorize the Office of Procurement Services to execute the contracts with the selected vendors and all supporting documentation.

The estimated annual fiscal impact is $8,000,000 (expenditure). Annual expenditures will not exceed available funding in each approved Fiscal Year's Budget.

Recommend approval:

1. To proceed to closing on a deeded right-of-way dedication for Treasure Trove (DR-26005), which is in the City of Leesburg; 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 5.

Recommend approval:

1. Of a Roadway Improvement Agreement with BDE Development, LLC, related to improvements and land acquisition associated with Wallick Road and the Wekiva Trail Segment 2; and

2. To proceed with the dedications and transfers upon receipt of clear title and authorizing the Chairman to execute all necessary closing documents.

The estimated fiscal impact is $2,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 4.

Recommend approval of a Maintenance Map for Micro Racetrack Road which covers 8,800 linear feet between CR 466A and Lake Ella Road near the City of Lady Lake area.

The estimated fiscal impact is $200 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

Recommend approval of a Road Transfer Agreement to transfer portions of Bridges Road, Busby Road, Dewey Robbins Road, Duncan Road, Fernery Road, Number Two Road, Poe Road, and Windmill Road to the City of Leesburg.

The estimated fiscal impact is $200 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

Recommend approval of a Road Transfer Agreement to transfer Turkey Farm Road (CR 1750) from Lake County to the City of Minneola.

The estimated fiscal impact is $102 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 2.

PARKS AND WATER RESOURCES

Parks and Trails

Recommend approval:

1. Of an Interlocal Agreement with the Town of Astatula to provide Infrastructure Sales Tax funding in the amount of $110,000 to complete park improvement projects at Joe Swaffer Park (Delaware Ave, Astatula) and Kirkwood Park (County Road 561, Astatula).

2. Of a budget transfer in the amount of $110,000 from Improvements Other Than Buildings to Aids to Gov't Agencies.

The fiscal impact is $110,000 (expenditure). Commission District 3.

TAB 11: DRUG COURT PROGRAM

Commr. Sabatini commented that even though other members of the Board were in favor of the Drug Court program, he believed that there were better uses for the opioid settlement funds. He mentioned that this had been discussed previously, and that he would vote no. He expressed concerns about when the opioid funding was spent, and opined that there would be a fiscal impact of about $500,000 per year going forward.

Commr. Campione recalled that in the previous discussion, the Board let the committee know that some of the funding should go to other programs in addition to the Drug Court program, opining that it could provide opportunities for some of the providers to have access to this funding for their services.

On a motion by Commr. Smith, seconded by Commr. Parks and carried by a vote of 3-1, the Board approved the following: to execute a Funding Agreement with The Fifth Judicial Circuit Office of Court Administration for the Operation of the Lake County Adult Post-Adjudicatory Drug Court Program; to execute a Funding Agreement with the State Attorney for the Operation of the Lake County Adult Post-Adjudicatory Drug Court Program; and to execute a Funding Agreement with the Public Defender for the Operation of the Lake County Adult Post-Adjudicatory Drug Court Program.

Commr. Sabatini voted no.

TAB 14: MULTI-FAMILY DETACHED HOUSING PROJECT

Commr. Sabatini asked for some clarification on this item, and questioned what the County’s obligation was on these agreements to help with the construction of multi-family housing and why this was being done.

Ms. Melanie Marsh, County Attorney, explained that this was a multi-family housing project on County-owned land where the former animal shelter was, and that the Board had previously decided that this would be an appropriate location for rapid rehousing and transitional housing. She commented that the County was expending ARPA funds for this project and constructing 21 units, which would be prefabricated with one and two bedrooms, and that once it was constructed, the County would look for a company to manage those units.

Commr. Campione opined that it was not typical housing, and said that it could be used for overnight housing, for a week, month, or year for those who were on a list to obtain permanent housing. She opined that there was much red tape in some of those programs, and that this could be for someone that Mid Florida Homeless Coalition was working with to get them a voucher to

obtain housing. She commented that this was not Section 8 Housing, and that this would be for that in-between period, opining that the County could help somebody who was trying to help themselves but did not have access to housing while they were waiting to qualify. She stated that Find, Feed and Restore was an example of this type of service, and that they could possibly bid on managing this project; additionally, the Salvation Army was another group that could potentially oversee this.

Commr. Parks remarked that this was not free housing, as there were wraparound services to get residents to the next stage.

Commr. Morris inquired if the construction company would be required to do all the infrastructure and roads for the 21 homes.

Ms. Barker answered that this was correct, and that it was a turnkey project.

Commr. Morris pointed out that this would be about $238,000 for each 700-foot home, which he opined was expensive.

Commr. Campione commented that it was not just for the home, as it included the infrastructure, such as the water, sewer, and roads, and said that when developing land, there was the cost of the home as well as the cost to make the space usable for that purpose.

Commr. Morris relayed his understanding that the County would own the houses and pay somebody to manage them, and asked if there was a prospectus on what it would cost for it to be managed. He wondered if the County would be able to make funds with it or reinvest it, opining that there were many questions that were not answered. He indicated his understanding that the County was just spending $5 million for 21 homes, and said that he did not see what the County would get out of it.

Commr. Campione commented that when working with the Mid Florida Homeless Coalition, Find, Feed and Restore, and some faith-based groups, one could see that there was a gap, and noted that Lake County did not have a homeless shelter, as there had not been a consensus in the county to have an actual homeless shelter.

Commr. Morris stated that he did not disagree with that; however, he wondered about 20 years in the future, opining that there should be a prospectus done or some numbers showing what it would cost the County to keep this going.

Commr. Campione opined that it was not intended to make funds, and noted that it was part of filling the gap without building something as extensive as a shelter, which there was no support for because of all the issues that came with that. She remarked that this project was for people who were trying to get into permanent housing that they would be paying for, and that the Federal or State government would often offer vouchers for people who qualified, noting that this could help offset the cost; however, there was no guarantee. She mentioned that there were instances where someone had not qualified for the voucher, and that it would be up to the organization operating this to do fundraising and other things to operate the housing. She commented that when this discussion first started, she was in favor of the County managing it, and that it was suggested that there could be an organization managing it that did this all the time as a nonprofit organization. She stated that the cost that would come back to the County was the

maintenance, and opined that this would not be a large cost on an annual basis. She opined that 20 years in the future, there may be a different model for how these situations were handled, and that the buildings could be repurposed or sold. She remarked that for the current time, this was the County's way of trying to fill that gap, and opined that there needed to be a place to house someone while they were trying to get into a permanent housing program.

Commr. Morris indicated his understanding that the County was going to build 21 homes but did not know who was going to run it, and inquired if the County would do a request for proposal (RFP) to see who wanted to run it, as well as what the management fees were going to be and what the anticipated revenue was going to be.

Commr. Campione relayed her understanding that the County could put an RFP out for any of these organizations that do these kinds of things, such as the Salvation Army who actually managed many of these units; however, they were not in the same location. She remarked that the Salvation Army worked as a wraparound service for people who had obtained vouchers to help offset their costs, as did Find, Feed and Restore, noting that they did fundraising to offset those differences in cost.

Commr. Morris expressed concern that even though the bid went out at $4.9 million, the Board added an additional $400,000 to it on the current day.

Commr. Campione indicated her understanding that a part of this would go to the City of Tavares for water and sewer connections.

Ms. Barker clarified that a portion of the $4.9 million was for the utility connection to the City of Tavares, and that even though the bid came in at $4.9 million, the County had only allocated the $4.7 million identified in the ARPA funding. She commented that the County decided to not purchase the mobile shower and laundry trailer, noting that there were some time constraints as well as the issue of providing staff to manage them; therefore, they transferred the $400,000 allocated for that to cover the shortfall to meet the quote for the transitional housing.

Commr. Campione pointed out that the County was up against the deadline for using the ARPA funds, and that there were very restricted uses that they could be used for, noting that transitional housing was one of those uses.

Commr. Sabatini questioned what the deadline was.

Ms. Barker replied that all funds had to be fully expended by December 31, 2026.

Commr. Sabatini opined that this was a large expenditure, and that when it came to helping people who were underprivileged or had serious housing needs, rehabilitation and redevelopment of existing structures would be preferrable. He opined that this item could be tabled for another month so that it could be discussed more, and said that he did not think that the deadline was that imminent, as there were eight months to make a final decision and transfer the funds, noting that he would vote no until he had a chance to study it more.

Commr. Campione remarked that if she had known that there would be opposition to this item, she probably would have scheduled a workshop on homelessness and housing needs in Lake County. She relayed her understanding that the County currently knew about 2,500 students in Lake County that either lived in a car, a hotel, or with someone else, and that they did not know

where they would sleep from night to night. She opined that there was a large need in Lake County, and that even though these people were trying to do all the right things, they could not make ends meet. She commented that there was a large network of groups that worked with them and helped them find employment and acquire new skills, noting that the people they were trying to help were not the people that lived in encampments and had many issues, such as substance abuse. She said that these were people who could not afford housing or had something happen that caused them to lose their home and needed a place to stay, and that much time had been spent trying to find the best way to approach these issues, noting that there were housing units all over Lake County where nonprofit groups were helping people to go through this kind of transition and obtain permanent housing. She pointed out that there were many houses that were being rehabilitated, and that the County gave impact fee credits to build infill housing and provide rent at reasonable levels; however, there was a gap for a place where somebody could stay for a relatively short time while getting connected with one of those programs. She mentioned that initially, the project was focused on veterans because of the need for veterans in these situations, giving them a place to stay while getting connected with a program that could help them. She stated that the Board decided to use the property from the old animal shelter for this purpose, and opined that these units could even be left available for when people needed housing because of storms. She pointed out that the Lake Yale Baptist Assembly was a great partner and offered rooms at the Lake Yale Baptist Conference Center where people who had come to the county to help or people who had been displaced could stay, and that when the City of Eustis had a situation with a bridge going out at Spring Ridge Estates, Lake Support and Emergency Recovery (LASER) was there along with the Lake County Fire Department and several public safety officials, noting that the County was working with the Lake Yale Baptist Assembly to place those affected into their units. She commented that this happened very quickly, and that if those units had been full, this housing project could potentially be used for a few weeks while people waited to see if they could get back into their homes. She relayed that much had happened leading up to this point, and that staff was asking for support on the current day.

Commr. Smith stated that this was not decided on in the prior two months, and that there had been multiple workshops and discussions on this project, noting that it had been about three years in the making. He mentioned that there was much research done, and that he believed that this was the best option for the funding to help citizens in need; therefore, he would be a strong supporter.

Commr. Parks expressed his support for this project, and opined that even though this was a difficult discussion that had to be done at the local level, they had been trying to do it for a couple of years. He opined that these could be people living in the woods at any moment, and said that even though he attended a church that was active in donating and providing food and services, it did not solve the issue of homelessness. He opined that this could provide wraparound services and housing for moms with kids or veterans, noting that that if one did a ride-along with the LCSO, one could see people living in parking lots in Lake County. He said that regarding the cost, he had

questions about the bidding system and procurement; however, he opined that the cost to not do this for the residents could end up being far greater through the cycle of homelessness.

Commr. Morris opined that it was a fabulous idea, and that even though he was not concerned about building the 21 homes, he was concerned about what happened after the 21 homes were built, noting that he wanted to be cautious and not put the County in a position of paying more funds.

Commr. Campione mentioned that there had been discussion of buying units or buying lots and building units, and that it had been questioned if these units would be given to one of the nonprofit groups. She commented that the idea of owning them had been mentioned in this discussion, and that if the County owned them, then the destiny of those units could be controlled. She opined that even though the County contracted with someone to operate the program, if the County owned them, then it could be sold one day, and that funding could go towards other purposes and give the County more options in the future.

Commr. Sabatini said that he wanted to be more cautious and did not think that the need was there; additionally, he opined that this would not solve the issue.

On a motion by Commr. Parks, seconded by Commr. Smith and carried by a vote of 3-1, the Board approved the following: Contract 26-902 with Nichols Contracting, Inc. (Columbia, MD - Orlando Office) for construction of Multi-Family Detached Housing; to authorize the County Manager to execute the final negotiated contract; and to authorize the Office of Procurement Services to execute all supporting documentation.

Commr. Sabatini voted no.

RURAL CONSERVATION SUBDIVISION DESIGN STANDARDS

Mr. Mike Fitzgerald, Director for the Office of Planning and Zoning, said that this item was for discussion and direction regarding a proposed ordinance for amending the rural conservation subdivision design standards. He relayed that the Lake County Comp Plan contained policies which allowed development in the form of a rural conservation subdivision, which was primarily applied to the Rural future land use (FLU), the Wekiva River Protection Area, the Wekiva Study Area, and the Green Swamp Area of Critical State Concern. He recalled that in 2022, the BCC received public comment on the creation of rural conservation regulations, and that on January 24, 2023, the Board adopted Ordinance 2023-9 which created the LDR for those subdivision provisions. He commented that since then, the Board determined that adjustments to the regulations were needed, and that staff had worked with the County Attorney's Office, stakeholders and residents, along with taking input and recommendations from them, and had come up with a draft ordinance which was provided to the Board. He said that one highlight was enhancement to the definition of primary and secondary conservation areas, which included the following: historic and archaeological sites including cemeteries; codification of prime farmland; protection of wildlife habitat; buffers to wetlands and waterbodies; preservation of viewsheds; mapping and feature analysis; and protection of open areas by a legal document recorded in public records. He added that enhancement to the conceptual sketch plan included the following: revised timing for the public information meeting; revised timing of the onsite meeting with County staff;

enhancing the management plan for open space, preservation areas, stormwater and roads; all conceptual sketch plans would be reviewed by the BCC; and provided for the Board to approve a conceptual sketch plan by a resolution.

The Chairman opened the floor for public comment.

Ms. Katherine de Jongh, Project Director for the Island Pond Cemetery Project, requested that this ordinance be amended to include human burial sites, cemeteries and documented areas of interment as primary conservation instead of secondary conservation areas. She indicated that she would also like to see some language added that would require the homeowners association (HOA) or community to maintain these conservation areas according to best practices outlined by the Florida Division of Historical Resources and the Florida Public Archaeology Network. She pointed out that the purpose and intent identified in Section 17.00.01 included cultural, historic and archaeological sites and features that contributed to rural community character, and opined that to remain aligned with the purpose, human burial sites needed an extra layer of protection in this ordinance. She relayed that the current draft tied primary conservation areas to natural and physical resources, opining that this created risk and uncertainty for developers when it came to human burial sites. She opined that this was the one case where she could see an exception being made for including them in primary conservation, and said that by law, human burial sites could not be built upon, excavated or graded without violating State and Federal laws. She opined that cemeteries were not recreation areas, and that they were not areas utilized as open space. She opined that by placing cemeteries in primary conservation, it would provide clarity for developers and limit risk. She also requested to see some language added that would require the HOA or community to maintain the conservation areas, indicating that Florida Statutes intended for landowners to maintain cemeteries on their property; however, there was nothing binding to enforce this. She elaborated that statutes said that if landowners did not maintain the sites, descendants were permitted to do so. She opined that ongoing maintenance of these sites was an issue, and that language removing the burden of care from the community should not be permitted in future developments. She also opined that requiring a community to maintain a site was not creating a burden.

Commr. Campione commented that if cemeteries were primary conservation, then they would not count toward open space requirements, and she asked that if they gave a landowner the credit for being able to use it as open space, would they not be more inclined to want to take care of it and make it part of their overall plan. She said that if she had a piece of land with one of these on it, then she may possibly carve it out and not incorporate it into her overall plan. She opined that the goal was protection, but that they might be lessening protection by wanting it designated as primary rather than secondary conservation. She opined that they might be penalizing a developer who wanted to incorporate it into an overall plan.

Ms. de Jongh opined that this would not be the case if they included language which required maintenance.

Commr. Campione opined that if they were requiring maintenance, then they may be dissuading someone from wanting to incorporate something like this into an overall plan.

Ms. de Jongh opined that there was not enough protection when it was grouped under a historical or archaeological site, and that a human burial site elevated it to a higher level of protection. She added that people did not use cemeteries as open space or recreation.

Commr. Campione opined that they possibly needed to review the wording, adding that the County was trying to protect those sites and come up with something practical which did this.

Ms. Newton said that this ordinance allowed for land application of biosolids in the State of Florida's ecologically sensitive areas, and that while she acknowledged the regulatory framework provided in Chapters 62-600, 62-610 and 62-480 of the Florida Administrative Code (FAC), as well as recent passage of House Bill (HB) 1245, current protections remained insufficient to safeguard groundwater and springs. She remarked that the land application of class A or B biosolids was prohibited in the Wekiva Study Area, and that while the application of AA biosolids was currently permissible when distributed and marketed in accordance with Chapter 62-640, this practice required immediate and rigorous oversight. She expressed opposition due to the following factors: the persistence of forever chemicals; there were Wekiva-specific protections which could come into effect there, commenting that the wastewater treatment facilities operating in a protection zone must adhere to the strictest treatments required under the FAC regulations; the springs criteria, established as Sections 373.801 to 373.811 of the Florida Statutes, indicated that unique karst geology of the Wekiva Study Area made it highly vulnerable to nutrition loading and chemical leaching; there were some regulatory gaps; and the marketing and distribution of class AA biosolids often bypassed the site specific scrutiny applied to class B materials, potentially leading to overapplication of nutrients and contaminants in high risk zones. She urged the Board not to allow the class AA biosolid land spreading in this ordinance, and to at least exclude the Wekiva Study Area, the Wekiva Protection Area, and the Green Swamp Area of Critical State Concern to ensure that something permissible did not become detrimental. She opined that they must prioritize the health of their springs and the long term safety of drinking water over the convenience of waste disposal.

Mr. John Blodgett, a resident on Number 2 Road speaking via Zoom, asked how far clustering went regarding viewsheds and the purpose of rural conservation subdivisions. He indicated that it said that they preserved scenic viewsheds and enhanced rural character for the project and the surrounding area, and he asked if there were avenues to make it so it did not look like an urban subdivision placed in a rural area. He questioned if they could consider staggering houses and making it so that they were not so urban looking within a subdivision.

Mr. Bill Ray, with Ray and Associates, commended staff for working with stakeholders, opining that they had clarified some points and made it a reasonable and predictable outcome for the developer and the County. He expressed support for the ordinance, opining that some small items needed to be addressed, but that it was flexible enough that they could do this through the process and the approval of the conceptual sketch plan.

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

Commr. Campione asked that for Section 17.01.02, item C(4), which discussed slopes of 15 to 25 percent which required special site protection, did this become an average as opposed to saying if it was a slope of 15 percent or more.

Mr. Fitzgerald clarified that it was between 15 and 25 percent, and that it appeared to pertain to septic tank fields.

Commr. Campione opined that anything 15 percent or over should have protection.

Commr. Parks opined that if the slope reached a certain point, then that was where one needed to do stabilization.

Commr. Campione relayed that for cemeteries, they could possibly say that 50 percent of the cemetery could be considered primary conversation and 50 percent could be secondary conservation. She opined that they were assuring greater protection when it was secondary conservation because the developer would be looking at it as being valuable to them because it gave them that use as open space in the sense that it was not being developed; furthermore, it seemed like it would have more protection. She added that the County could mandate that for one of these which was incorporated in an overall plan, it would be their obligation and would not fall on the County or the public.

Commr. Parks opined that it was key to ensure that the right kind of open space was being maximized, and that the Federal prime agricultural soils and prime farmland definitions should be a basis, relaying his understanding that there were still soils on that map which were good for certain crops and forestry that possibly were not defined as Federally prime agriculture land; therefore, they could possibly go above and beyond the Federal definition. He added that there could potentially be soils that the County could map to demonstrate this. He said that he would review how this connected to the Florida Wildlife Corridor, and relayed that there were some secondary and tertiary corridors which could be connected to this; therefore, he would look to see if they should further address this. He agreed with Ms. Newton's comment about biosolids, and opined that any onsite treatment for a septic or sewer system should be treated to at least 85 percent of a municipal sewer system. He opined that viewsheds could be addressed, and that there was much value in clustering when trying to protect areas with ecological value.

Commr. Campione said that they could possibly review a book by Mr. Randall Arendt, a landscape planner, to see whether there was any commentary on this and if there was a way to assure that the clustering did not impact the viewshed.

Commr. Parks relayed that the State had limited their ability for some architectural standards, but opined that there was something they could do. He opined that this needed to be embraced in all of Lake County, and that urban versions required more site planning and concern for environmental resources.

Commr. Smith commented that there were strict State laws on what could be done with cemeteries, as well as perpetual oversight on cemeteries. He opined that this ordinance was good enough to move forward for advertising, noting that they could modify it as they went along.

Commr. Morris inquired if Onsyte septic systems would treat up to 85 percent of nutrients.

Commr. Parks added that one could have a distributed wastewater treatment system (DWTS) and advanced treatment units (ATUs).

Commr. Morris clarified that he wanted to ensure that there were other options, and asked if it was a percentage that everyone would be able to work within.

Commr. Parks confirmed this, and added that there would be more than one option.

Mr. Fitzgerald relayed his understanding that staff needed to take some recommendations from the Board to incorporate into the draft ordinance that they would advertise.

Ms. Marsh commented that the Board could approve it for advertising on the current day, and she summarized that the concrete changes were the change in slopes to read "15 percent or greater," and for cemeteries to qualify for 50 percent open space credit. She said that the ordinance still had to go to the Planning and Zoning Board for a public hearing, and then it would come back to the BCC for a public hearing.

Commr. Sabatini made a motion to approve this item for advertising.

Commr. Smith seconded the motion.

Commr. Campione expressed support for this, opining that the current code needed significant work.

Commr. Smith opined that they had an ordinance in place which needed to be changed, and that this would get it moving quicker.

Mr. Fitzgerald said that staff would take recommendations from the Board members and incorporate it into the ordinance.

Commr. Campione was unsure if the Board wanted to leave the density bonus language.

Commr. Smith opined that it needed to be removed, and Commissioner Campione agreed.

Commr. Parks stated that he would meet with staff on some of these items.

Ms. Marsh explained that once they advertised it, they did not make changes to the draft; rather, they did errata sheets. She said that the Board could send staff additional changes which could be included in an errata sheet when it came back for a public hearing, or staff could make changes at the current time, bring it back to the Board, and the Board could approve to advertise it at a different meeting.

Commr. Parks remarked that he would leave the density bonus in at the current time, opining that it could possibly be tied to a transfer of development rights (TDR) where there would be no additional density across the county or within an area. He opined that if it was tied to something like this, then it could be a useful tool; therefore, he did not want to eliminate it currently. He opined that the alternative was going back to the code, which he expressed concerns for, and that the 0.5, one, three and five acres lots which were platted out may seem rural, though people could potentially clear areas that had great ecological value which might have been maintained with a good management plan. He reiterated that he did not want to lose that opportunity.

Ms. Marsh said that the density bonus language was in the Comp Plan, and that they could remove it from this ordinance; however, staff would have to do a text amendment to remove it

from the Comp Plan as well. She added that this density bonus was specific for rural conservation subdivisions, and that it had been adopted in January 2023 at the same time they adopted the LDR.

Commr. Smith opined that it had become more of a burden than he anticipated, and said that he did not like density bonuses.

Commr. Campione opined that it created confusion and a perception which was not necessarily fair, and that from a practical standpoint if one had rural land of one unit per five acres and owned 100 or 200 acres, they could currently plat small lots and cluster to a certain degree; additionally, she asked how small of a lot they could have in that scenario.

Mr. Fitzgerald replied that if they were going to come in with a plat, staff would consider the overall acreage, the overall density and road frontage, noting that they did not currently have lot size in Lake County's code.

Commr. Campione relayed her understanding that they were also considering wetlands and waterbodies, and that those items were getting removed for the overall density calculation.

Mr. Fitzgerald confirmed this.

Commr. Campione commented that someone who currently wanted to have a clustered neighborhood in a rural area could do this, though they did not have items which were in the proposed ordinance including how slopes were handled and common open space versus open space that was created because one had a large lot.

Commr. Parks pointed out that this was still optional.

Commr. Campione confirmed that the County was creating an option, and that one would have to decide what they were achieving for the public interest as a result of this option. She opined that the question was whether to give one a density bonus by doing something that was considered to be more desirable and added more protection to the environment.

Commr. Parks opined that there were developers who would voluntarily do this without a density bonus, though he was considering homebuilders who would utilize straight zoning because there would not be an incentive.

Commr. Campione opined that the rationale behind a density bonus was that one may utilize straight zoning and cluster versus doing something like this. She relayed her understanding that Commissioner Parks was saying that the reason why they had the density bonus was so that the County might have them do a better product with more protection for the environment.

Commr. Smith said that they were doing this in Agriculture or Rural Transition, and that if they had Rural Transition of one unit per acre with 50 percent open space and then they said that they would provide 65 percent open space with 22 more homes, then they would be over one unit per acre. He opined that that they did not need to be like a municipality, and reiterated that he did not like the density bonuses. He added that he also liked 65 foot lot lines.

Commr. Campione remarked that they could possibly remove this for Rural Transition but leave it for Rural.

Commr. Parks opined that it was more of a site planning item, and that it would not be used everywhere.

Commr. Smith relayed that he had not seen one of these come before the Board that did not utilize the density bonus, and that some had come down because of other regulations.

Commr. Campione opined that this was because one elected for it over just using straight zoning. She opined that Commissioner Smith was making the argument that applicants saw it as beneficial enough, and that to receive the density bonus, applicants were willing to do something that they otherwise would not have done to go the extra mile on these protections. She opined that to a large degree this came down to public perception, and that most of the Board did not currently want to be associated with something that appeared to be giving people more density when everyone was so concerned about growth.

Commr. Parks wished that there would be more rational discussion on this in the public.

Commr. Campione opined that the more they provided information, the greater chance there was for people to understand why they did what they were doing. She opined that they were not necessarily just trying to add more houses; rather, they were trying to get the protection that came along with having an ordinance like this.

Ms. Marsh clarified that the motion included the following: the change to the slope language; the change to cemetery open space; and the onsite wastewater treatment of 85 percent of nutrients.

Commr. Smith asked to ensure that other changes could be made, relaying his understanding that Commissioner Parks had not had the opportunity to review this.

Ms. Marsh confirmed that she would make these three changes, and that Commissioner Parks could send additional comments to her.

On a motion by Commr. Sabatini, seconded by Commr. Smith and carried unanimously by a vote of 4-0, the Board approved this item for advertising with changes to the language for slope, cemetery open space, and wastewater treatment of 85 percent of nutrients.

RECESS AND REASSEMBLY

The Chairman called a recess at 10:53 a.m. for 10 minutes.

FIRE RESCUE AMBULANCE SERVICES UPDATE

Mr. Tommy Carpenter, Assistant County Manager, provided a six-month update of the Office of Fire Rescue's operational plan to add ambulances to the City of Clermont area and countywide. He recalled that on October 14, 2025, the County managed 20 countywide ambulances with two assigned to the City of Clermont area, and that ambulance response times for the City of Clermont for Fiscal Year (FY) 2025 included an average response time of 10 minutes 33 seconds, with the 90th percentile response time being sixteen minutes 21 seconds; furthermore, the Office of Fire Rescue's FY 2026 plan was to minimally add two ambulances to the City of Clermont area with one being added by December 1, 2025 and the second by April 1, 2026. He commented that in Commissioner Campione's letter to the City, she addressed the following areas: described the County's emergency medical services (EMS) System which had been in place for over 25 years; the City's request to provide ambulance service; the City's response data titled "Dispatch to Arrival over 20 Minutes," recalling that on October 14, 2025, Mr. Rick Van Wagner, Clermont City Manager, had spoken about the times that it took the County's

ambulances longer than 20 minutes to arrive on scene; encouraged the City to work with the County to improve service; and addressed the County's advanced life support (ALS) EMS system support. He explained that the County was the holder of the certificate of public convenience and necessity (COPCN), that they held the only ALS license, and that they had one set of medical directors, noting that anyone who worked on an ambulance or any fire apparatus in the county or a city worked under that single license with a single medical director. He recalled that Commissioner Campione's letter started out with it being ALS fire first response with provision of care by a paramedic, relaying that paramedics on ambulances and firetrucks were trained equally, met the same standards, used the same medical protocols, and worked under the same medical director's license. He said that if there was an emergency call in Lake County, a firetruck and ambulance were dispatched at the same time, and that in most cases the firetruck would arrive first; furthermore, that firefighter/paramedic initiated the same level of care, and when the ambulance arrived, they would turn over care to the ambulance paramedic and then take one to the hospital. He indicated that their metric for measuring when care started was when the first paramedic arrived, and that if it was on an ALS firetruck, then this was when it occurred. He relayed that in November 2025, the County operated 20 to 23 ambulances countywide, and that the City of Clermont benefited from a coordinated system and had access to all County resources. He added that at that time, two ambulances were assigned to the City of Clermont area, though they did not have any ambulances permanently assigned within the city, noting that one was in the City of Minneola and one was at Fire Station 109.

Commr. Campione clarified that Mr. Carpenter meant ambulances housed in the City of Clermont, relaying her understanding that they were assigned but could not stay in the city because there was not a location that the City fire department was providing.

Mr. Carpenter confirmed this, and commented that at that time they were not assigning or posting anyone within the city. He continued his presentation and recalled that Commissioner Campione's letter had indicated that two additional ambulances would be assigned to the City of Clermont area and begin service by April 2026. He also added that five to six ambulances would be added to the system countywide by December 2026. He said that for the City's request to provide ambulance service, Commissioner Campione had pointed out that if the City withdrew from the existing integrated model of service, they would lose access to the shared pool of countywide resources; additionally, the City would be required to invest in personnel, vehicles, equipment, dispatch, infrastructure, medical direction, patient report billing and training. He said that it was estimated that if the City were to staff six ambulances, the conservative cost estimate would be $7.3 million annually, and that in FY 2024 the County had collected $4.27 million between the ambulance municipal services taxing unit (MSTU) and billed patient revenue, clarifying that in the letter that Commissioner Campione had written, staff had provided the figure of $4.4 million. He stated that the estimate for taxes collected for the ambulance MSTU was correct, which for FY 2024 was $2,386,932, though there was a difference between what they billed and collected. He said that for FY 2024 this number was less, noting that they only collected $1,885,121 and had billed over $2 million. He remarked that in FY 2025 the County collected

slightly less at about $4.26 million between the ambulance MSTU and billed patient revenue, recalling that in Commissioner Campione's letter they estimated closer to $5 million. He commented that the taxes collected from the City of Clermont increased by almost $250,000 to $2,635,374, and that billed revenue cash receipts from patient transports provided $1,633,913. He related that this would come in during future fiscal years, and that they may collect bills that they billed in FY 2024 and FY 2025 in the current and following year. He said that they worked with their vendor to understand that just because they billed it does not mean that they had it, noting that they looked at what they collected in a fiscal year. He said that Commissioner Campione had pointed out that the City's goal was to have ambulance response times of 10 minutes, 90 percent of the time, and that the next part of the letter regarded the document from Mr. Van Wagner regarding the dispatch to arrival time being over 20 minutes. He stated that several days after the Board presentation in October 2025, Fire Chief David Ezell, with the City of Clermont, received a public records request regarding this item. He said that the County reviewed the document, and that the time period for the information was January 1, 2025 to October 11, 2025. He stated that during that period of time, there were 5,394 unique ambulance calls, and that Mr. Van Wagner's document represented 249 calls where there was a greater than 20 minute response, which was about 4.6 percent of the total calls. He commented that of the 249 calls in question, 59 percent were determined to be a low acuity alpha call or public assist call where an ambulance had a nonemergency response, or an emergency response where the ambulance responded in less than 14 minutes. He explained that in an alpha call, the firetruck and ambulance went nonemergency, and that in a public assist call, just firetrucks went nonemergency. He relayed his understanding that there had been 25 public assist calls and that for 22, they were requested to come nonemergency by the fire department to transport a patient to the hospital. He added that they found three calls in which they were requested in an emergency, and that of those three calls they had response times less than 14 minutes. He mentioned that of the remaining 101 calls which warranted emergency response and took over 20 minutes or longer for an ambulance to arrive, this represented less than 1.9 percent of emergency calls where an ambulance responded in the City of Clermont between January 1, 2025 and October 11, 2025. He then relayed that the next item that Commissioner Campione had addressed was to work with the County to improve service, and reiterated that there were currently no ambulances stationed within the City of Clermont. He said that there were two agreements in place which authorized the placement of ambulances at two City of Clermont fire stations, and that six municipalities in the county housed ambulances at no cost; additionally, Commissioner Campione had shared the challenges of fire service transitioning to provide ambulance service. He commented that the letter had mentioned the increased number of paramedics, and he read that recent recruiting of paramedics had vastly improved thanks to competitive shifts and single certified flexibility. He specified that they increased pay by providing the 24/72-hour shift schedule for single certified personnel, and that the Office of Fire Rescue had implemented a one of a kind in-house paramedic program which completed paramedic training in only six months. He mentioned that the last part of the letter regarded the County's ALS EMS system support, and that Commissioner Campione had shared that if the City pursued a standalone

service, then County-provided services would no longer be available. He added that this included annual funding provided to the City for ALS first response services through an agreement between the City and the County, and that ALS first response funding provided to the City of Clermont, and to all Cities which had this agreement with the County, 0.1 mills of assessed value annually; furthermore, for FY 2026 the City of Clermont would receive $617,868 to provide ALS first response services. He explained that the system was designed to have ALS first response to respond, and that they typically arrived first and began care. He remarked that the Office of Fire Rescue knew that they had deficits in staffing ambulances to the level they wanted, and that they had currently reached a point to staff them. He then stated that since October 14, 2025, four ambulances had been added to the City of Clermont area through a phased implementation approach, and that in December 2025 there was one 24-hour ambulance added with three peak load 13-hour ambulances staffed with personnel on overtime; additionally, minimum ambulance staffing countywide was 21 ambulances for 24 hours, and up to 24 ambulances for 13 hours a day. He added that through their partnership with the Lake County Sheriff's Office (LCSO) and healthcare partnerships, the three 13-hour ambulances were assigned within the city limits of Clermont at the LCSO South District Office, the AdventHealth standalone emergency department, and the University of Florida (UF) Health standalone emergency department. He said that in January 2026, one of the three 13-hour peak load ambulances was converted to a 24-hour full time ambulance which increased minimum ambulance staffing countywide to 22 ambulances for 24 hours, and 24 ambulances for 13 hours per day. He commented that all peak load 13-hour ambulances were now staffed with assigned personnel and were part of the minimum ambulance staffing requirement, and that in February 2026 the second of the three 13-hour peak load ambulances was converted to a 24-hour full time ambulance; furthermore, minimum ambulance staffing countywide was 23 ambulances for 24-hours, and 24 ambulances for 13 hours per day. He recalled that on March 9, 2026, all peak load ambulances had been converted to 24-hour full time ambulances, providing increased minimum staffing of 24 full-time ambulances. He specified that three of the four added ambulances continued to post during peak hours in the City of Clermont at the LCSO South District Office, as well as the AdventHealth and UF Health standalone emergency departments. He related that in addition to the 24 full time ambulances, up to three additional ambulances may be in service each day to train paramedic provisionals, and he showed a chart of ambulance response times in the City of Clermont. He reviewed ambulance response times for March 16 through April 19, 2026 between the City and the County, noting that the County's response time increased at nighttime because they no longer had ambulances in the city.

Commr. Campione pointed out that the County did not have a place to put them, rather than because the County chose not to be there.

Mr. Carpenter said that during the day, ambulances were at temporary places, though overnight facilities were not provided; therefore, at night they returned back to the stations at which they reported to in the morning, noting that two ambulances went to the City of Minneola and one went to Fire Station 109 south of the City of Clermont. He mentioned the effort over the last two years between the current collective bargaining agreement and the in-house paramedic program,

and he indicated that the system had been recently described at a City workshop as fragile; however, based on these response times, he did not believe it to be fragile. He then relayed the following information for their strategic plan moving forward: staff was evaluating the purchase of a commercial building in the City of Eustis to use as an ambulance hub, noting that up to three ambulances and one supervisor may be located at this facility; received $1 million in legislative funding in the previous year for the design of a new Wellness Way public safety building with space for the LCSO, fire apparatus and multiple ambulances; implementation of a real-time response and resource distribution dispatch software which would provide predictive models and help them best position their resources; the fifth ambulance was anticipated to be added to the system in May 2026, noting that this would be the 25th full time ambulance in service and that it would be in the north side of the county; and the County's second in-house paramedic program had 17 students enrolled and scheduled for graduation in June 2026. He said that challenges moving forward included finding new locations to house ambulances to meet growth needs, noting that they could co-locate in a municipal fire station or use a municipal facility, as well as the lease or purchase of buildings appropriate for public safety use; additionally, another challenge was strategically adding ambulances to meet service demands, noting that paramedics were a commodity.

Commr. Parks opined that a question was that ambulance service in the City of Clermont area was a moneymaker for the County, and he inquired about this.

Mr. Carpenter clarified that they were a public service and not for profit, and that they received what they could. He commented that the tax revenue increased in FYs 2024 and 2025, and that the medical billing would be hit or miss, relaying his understanding that the collection rate was between 60 and 70 percent. He said that for the six ambulances that the City of Clermont wanted to add, it would be $5.2 million just to add the 45 staff.

Commr. Parks indicated his understanding that compartmentalizing and working in silos could add a significant additional cost to taxpayers in Lake County when it did not necessarily have to be that way, opining that one could have the best service if they worked together.

Mr. Carpenter recalled that in the October 14, 2025 presentation they had referenced a report from the end of 2017 or 2018 which indicated that if the Cities of Leesburg or Clermont did this independently, it would cost more funding because the County would go around the city and would not have it as part of their response operation. He opined that no one entity could provide service alone, and that they would need outside help. He opined that with the economy of scale the County had and the way this worked, they improved response times and the City had access to all of the ambulances in the county.

Commr. Parks inquired that when Cities received a dispatch, did they have the ability to say that they were not going to a call, and how often did this happen.

Mr. Carpenter confirmed that they could do this, though it did not happen frequently. He added that County and City leadership had worked together to resolve this, and he relayed his understanding that this had been tracked.

Commr. Smith opined that the County's in-house paramedic program was one of a kind, though this did not mean that the level of education was diminished; rather, it was amplified because Lake County was sending its people eight hours per day instead of two to three hours at night. He added that graduates had to pass the state test that each paramedic had to pass, and that they had to participate in the field training office internship. He then asked if the City of Clermont planned on housing its own ambulance services outside their city.

Mr. Carpenter relayed his understanding that they had plans to build to accommodate this within their current stations.

Commr. Smith inquired that if the County kept its current staffing level, would it be surmised that if the City of Clermont housed the three 13-hour ambulances, those response times would decrease during nighttime.

Mr. Carpenter opined that if they had the ability to station their ambulances within the city 24 hours per day, then they could achieve the daytime response time minimally at that level, if not better.

Commr. Smith indicated his understanding that the only reason why the County's daytime numbers were better was because they had partnered with other entities outside of the City of Clermont to help the Clermont and Lake County citizens within the city, and that the only reason why the ambulances were not in the city was because the County did not have a place to house the ambulances 24 hours per day inside the city.

Mr. Carpenter confirmed this.

Commr. Smith opined that the County had a great program and that worked well with the City of Clermont, and that if the City would allow the County's ambulances within the city, then these times would decrease further.

Commr. Campione opined that it kept getting lost in the discussion at the City level that if they had multiple calls or a large emergency that required more resources than a typical call, and if all they had were six ambulances, then they would not have the other 20 ambulances in the overall system. She opined that this could hurt residents in the City of Clermont if they had a separate system because the depth of resources benefited the entire county when they were needed. She also mentioned ambulances being out of commission when they were transporting to trauma centers outside of the jurisdiction. She opined that the point was to have the best service possible at the most reasonable cost, and she did not think that people wanted to pay more taxes for this; furthermore, she did not see how they could have the needed depth of resources and all of the other items which needed to be funded to run a single City service without a significant increase in cost, opining that this meant it would be passed onto residents. She did not think that people in the county or city limits wanted to be taxed more, and opined that the key was to work with the system they had and improve it to the extent they could, noting that the County had been doing this. She said that she was glad to see that staff was looking at a hub in the City of Eustis area and that they had another ambulance coming online which would be between the Golden Triangle area and the City of Leesburg. She opined that the dispatch software looked like a great way to make their resources go as far as possible, and stated that residents could contact the County with questions.

Mr. Carpenter opined that fire leadership had done a great job.

Commr. Sabatini praised the presentation and thanked staff.

Commr. Campione expressed appreciation for reviewing the calls with a response time of over 20 minutes.

Mr. Carpenter relayed that the presented numbers were unverified, which meant that if any municipality wanted to run the same numbers, then they would receive the same results as the County. He added that what the County did not present was if someone forgot to indicate that they were on scene, or if human error was involved and they were there quicker; therefore, staff vetted and reviewed everything.

Commr. Campione indicated appreciation for it being objective and for providing information whether it was good or bad.

PUBLIC HEARING – CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Deputy EMS Chief John Simpson, with the Office of Fire Rescue, explained that the State of Florida was a COPCN state, and that it was within statute that sole authority rested with the BCC in each county to issue a COPCN. He commented that the COPCN was a requirement to provide ambulance service in the state at the basic life support (BLS) or ALS level, or to provide ALS of any kind. He relayed that Section 11-19, Lake County Code, provided the process for COPCN application and renewal, and that it also required that they advertise and hold a public hearing before the BCC. He commented that the Lake County BCC currently held the only ALS COPCN in the county, and that it was the only unrestricted COPCN, which allowed them to provide ALS and BLS first response, as well as transportation services. He added that their municipal partners were licensed under the County's COPCN and ALS license, and that the current COPCN would expire on June 18, 2026; additionally, their current ALS license would expire on July 22, 2026. He added that renewal of the COPCN was required for them to renew their ALS license, and that the requested action was to renew the Lake County BCC COPCN.

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.

On a motion by Commr. Smith, seconded by Commr. Sabatini and carried unanimously by a vote of 4-0, the Board approved to issue a COPCN for the Office of Fire Rescue through June 18, 2028.

ORDINANCE 2026-17 REFERENDUM FOR ADDITIONAL SCHOOL DISTRICT AD VALOREM MILLAGE TAX

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

AN ORDINANCE OF LAKE COUNTY, FLORIDA, PROVIDING FOR THE LEVY OF AN ADDITIONAL ONE (1) MILL SCHOOL DISTRICT AD VALOREM MILLAGE TAX IN LAKE COUNTY FOR SCHOOL OPERATIONAL PURPOSES FOR A PERIOD NOT TO EXCEED FOUR (4) YEARS; PROVIDING FOR APPROVAL OF THE LEVY BY VOTERS IN A REFERENDUM; PROVIDING THAT THE IMPOSITION SHALL BE EFFECTIVE BEGINNING JULY 1, 2027 AND ENDING FOUR (4) YEARS THEREAFTER PURSUANT TO SECTION 1011.71(9), FLORIDA STATUTES; PROVIDING FOR THE REFERENDUM TO BE HELD ON NOVEMBER 3, 2026; PROVIDING BALLOT LANGUAGE; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING FOR NOTIFICATION TO THE STATE OF

FLORIDA, DEPARTMENT OF REVENUE; PROVIDING A CONFLICT CLAUSE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Marsh clarified that this item was a ministerial function of the BCC, and that the School Board had adopted a resolution; furthermore, under State law, they had the ability to direct the BCC to place this on the ballot, and this was the means by which they did so.

Commr. Sabatini said that he was opposed to the underlying ordinance and what the School Board wanted to do, and that he understood the current legal interpretation of the statute, which had been litigated previously, was that it was purely ministerial and the BCC was mandated to do it; however, he opined that there was a good faith legal basis for sustaining a challenge against that interpretation, pushing it up to an appeal, and having a different court of appeal look at it. He opined that it was peculiar language that the Legislature used when it created this subsection. He indicated that he understood that the Board was under the hand of the appellate court, but opined that they could challenge this by voting no and allowing the School Board to possibly sue the County, go to public court, and let another District Court of Appeals (DCA) have an opinion. He stated that he would be voting no, though he respected the County Attorney's opinion, and opined that the County was likely mandated to do this under the current law. He relayed that he was not willing to assist in placing this item on the ballot in even a minor form when he opined that the County could create a legal situation which would allow the law to be interpreted.

Commr. Campione said that she would rely on the County Attorney's opinion and her own interpretation of the statute on this issue, and that the statute was about taking a referendum to the voters to decide, opining that it was on the School District and anyone involved in this issue to make that case. She opined that it would be irregular to vote against something that the statute said that they were supposed to do to facilitate an issue being put forth.

Commr. Sabatini recalled that Hillsborough County had done this.

Commr. Campione opined that if Lake County went this route, they would need hearings on the pros and cons and to litigate this question in public. She remarked that the School Board was the body elected to oversee the School District.

Commr. Sabatini opined that the supermajority of the voters would not know about it until they picked up a ballot, and that they would not quite understand it because it was written in a dense legal language which was confusing to the average voter. He said that he would rather let the School District possibly sue the County and let it play out in the public eye, opining that this would draw more attention to it and that more people in the public could review it and agree with the Board doing what they could to stop what he opined was an unjust tax increase.

Commr. Campione relayed her understanding that this was the first year that they had an A-rated school system, and said that people elected the School District officials, who then appointed the Superintendent and ran the system, noting that the County did not. She expressed appreciation for the work that the School District had done when it came to the accolades and the schools which were performing well, and said that she did not want to have an issue with the School District.

Commr. Parks stated that he was interested in what Commissioner Sabatini was saying about the process and why the Board decided whether it went on the ballot, though he relayed his understanding that this item would still be on the ballot if the law was different and it was in the School District's purview.

Ms. Marsh confirmed this if the statute did not tell them to direct the County to do it.

Commr. Parks opined that attempting to change the process was possibly the way to go.

Ms. Marsh read the following statutory language: "The District School Board, pursuant to resolution adopted at a regular meeting, shall direct the County Commissioners to call an election, at which the electors within the School District may approve an ad valorem tax millage as authorized in Section 9, Article 7 of the State Constitution."

Commr. Sabatini said that Lake County could be the third County to challenge it.

Commr. Campione asked who had won.

Commr. Sabatini replied that nothing had gotten to the Florida Supreme Court, though there was not an appeal in Indian River County, and that Hillsborough County had appealed with the second DCA going with the School Board. He stated that this technically bound all of the other appellate districts, though if they sued, lost in trial court, and immediately appealed under the good faith basis under Chapter 57.105, Florida Statutes, the County could then ask a new appellate court to make its own decision on the statute in the Fifth District with no penalty. He opined that it was peculiar language and that "shall direct" did not mean that the School District had authority to tell the County that they had to do this.

Commr. Campione opined that if the Legislature wanted the County to have the authority, they would have added after that phrase "at the discretion of the BCC." She stated that the right was being given to the voters to decide.

Commr. Sabatini opined that this was another candidate of judicial interpretation that they were depriving the Fifth DCA from exercising by not voting no and then prompting a lawsuit.

Commr. Morris noted that the taxpayers would have the ability to vote yes or no, and that he did not see an issue with it.

Commr. Parks opined that "shall" was mandatory.

Commr. Sabatini opined that it indicated that the School Board shall request the Board to do this, and that it was unusual language.

Commr. Campione relayed that the Board had ministerial, legislature and quasi-judicial functions, and that this fell into the category of a ministerial function. She opined that the Board was being told by the body which adopted the decision to then adopt an ordinance for it to go to the Supervisor of Elections, noting that the Supervisor of Elections would then have to perform a ministerial function and put it on a ballot for the voters to have the opportunity to decide. She also expressed concerns for saying that the voters could not read the language and know that it was a tax increase.

Commr. Sabatini opined that most voters generally did not find themselves with enough time to study it because it had not been brought to their attention before they went to vote.

Commr. Campione opined that amendments on the ballot could be confusing, though this was a local issue and a question of whether a voter was going to impose this on themselves.

Commr. Smith remarked that there was a duly elected board requesting the BCC to put something on the ballot and that whether the BCC agreed with it not, it was up to him to let his position be known to his friends and family, but not as an elected official saying that they would not even put it on the ballot to let the citizens decide. He also mentioned that the School Board was a separate line item on the tax roll, and that if the citizens had concerns for the School Board, then they could address this during the election. He added that he was not in favor of the first thing done being a lawsuit each time the Board did not agree with something. He said that he was agreeable with putting this item on a ballot and letting the voters indicate what they wanted to do.

Commr. Morris agreed, opining that if the Board kept threatening to sue people, they would spend all of the taxpayers' funding in lawsuits.

Commr. Campione reiterated that the statute did not indicate that the Board had discretion, and opined that it was a stretch to suggest that the Legislature meant anything other than performing an act that they were told to perform, noting that this was to put the item on the ballot and let the voters decide. She opined that individuals were smart enough to determine if they wanted to do this or not, and that there would be time for the School District to provide information and for people to hear about this and decide.

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. Parks opined that this item was not discretionary, and that if there was some clarification of statute that needed to be done, the Board could possibly pursue this later.

On a motion by Commr. Smith, seconded by Commr. Parks and carried by a vote of 3-1, the Board approved Ordinance 2026-17 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, 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.

PUBLIC HEARING – AMENDED FISCAL YEAR 2026 BUDGET

Ms. Jaime Stewart, Director for the Office of Management and Budget, said that the purpose of the mid-year adjustment was to realign the budget mid-way through the fiscal year, providing early detection and correction of variances, and that this strategic process allowed them to evaluate progress made during the first half of the year and implement any necessary revisions. She stated that currently, the countywide budget, which included previously approved unanticipated revenue resolutions, was $1.12 billion, and that the proposed changes were $19.7 million which would bring the supplemental budget to $1.14 billion. She commented that the total mid-year adjustments for the General Fund revenues were roughly $12.8 million and included changes to the beginning fund balance of about $2.3 million in revenue projection adjustments for the Federal Emergency Management Agency (FEMA) grant reimbursements, the interest revenues

earned, and Tax Collector excess fees. She remarked that adjustments to the General Fund for expenditures totaled about $2.3 million, which included the following: the LCSO hiring of new deputies for the courthouse at approximately $195,000; the Tax Collector's capital purchases and contractual services which represented roughly $1.1 million; and the Supervisor of Elections' renovations at $300,000. She related that there was around $757,000 for adjustments to personal services for the Public Works Department and stormwater which moved into the General Fund, and that there was about $701,000 for adjustment to reserves to offset the personal services; additionally, there were other miscellaneous adjustments in the amount of roughly $575,000. She indicated that there was one position requested for approval for a legislative affairs coordinator, and that the total loaded cost for the position was around $97,000. She stated that the adopted General Fund operating reserves were currently at approximately $28.7 million, which represented 11.1 percent of the operating budget, and that upon approval of the mid-year adjustment, the total General Fund operating Reserves would be roughly $39.3 million, which represented 14.3 percent of the operating budget. She explained that the long range target for reserves was 16 percent or two months of regular operating expenses, as recommended by the Government Finance Officers Association (GFOA), and that the total adjustments to the other funds was approximately $17.5 million, consisting of the following: around $9.2 million in grant reconciliation adjustments, the majority of which was from the Federal and State grants; approximately $7.4 million in the beginning fund balance adjustments for revenues which exceeded the actual expenditures for projections in FY 2025 and which included an EMS fund adjustment of about $5.3 million; roughly $310,000 for adjustments due to repairs of Wolf Branch Road; about $210,000 for building projects funded through the LCWA; and approximately $288,000 in other miscellaneous adjustments due to transfers in, as well as personal service adjustments.

Commr. Sabatini asked about the specific changes to the Tax Collector's budget amendments.

Ms. Barker relayed her understanding that there were some needed repairs to HVAC systems within a couple of his facilities, and that she could provide this information.

Commr. Smith requested to concentrate on building reserves to over 16 percent of operating expenses.

Ms. Barker indicated that the County had spent $14 million on Hurricane Milton and that since 2022 they spent $18 million on hurricanes; however, since 2022 they had only received around $3 million from FEMA and it was moving slower due to the Federal Government shutdown. She said that their anticipation was that once they started receiving FEMA reimbursements for hurricane costs, they would start building the reserve to where it was about a year prior, which was around 18 percent of operating reserves.

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.

On a motion by Commr. Parks, seconded by Commr. Sabatini and carried unanimously by a vote of 4-0, the Board approved the following items: an amended budget for the Lake County

Board of County Commissioners Fiscal Year 2026 to include a reconciliation of the beginning fund balance and other adjustments; and Resolution 2026-46 adopting a supplemental budget of $1,139,322,659 for Fiscal Year 2026.

REGULAR AGENDA

DISCUSSION ON WOLF BRANCH INNOVATION DISTRICT LOGO

Commr. Smith recalled that a logo had been presented to the Board previously, and said that his request was to approve to send the displayed logo to the City of Mount Dora for their thoughts and approval.

Commr. Campione relayed her understanding that at the previous meeting, the revised logo came back, which the City had initially approved and the Board had modified. She asked if Commissioner Smith wanted to send his logo to the City.

Commr. Smith confirmed this, noting that he wanted to see if the City liked it more than the other logo. He opined that the other logo did not make sense for why it would represent an innovation district.

Commr. Campione stated that she wanted to be clear that she was in favor of the logo that the County had worked on in collaboration with the City, and that she did not want to confuse the issue.

Commr. Parks relayed he would be supportive of sending Commissioner Smith's logo to the City to see if they liked it as opposed to the other logo.

Commr. Campione expressed concerns that the City would ask if the BCC had approved this logo.

Commr. Smith opined that the County could send a letter indicating that this was another option for the City to consider, and to ask which they liked better.

Commr. Campione opined that the Board needed to first decide if they were in favor of this logo being one of the options. She recalled that County staff worked with City staff and came up with some designs, that the City had blessed a design, and that the Board had reviewed it and wanted to modify it, noting that this had been sent back to the City. She opined that unless the Board voted on it, it needed to say that Commissioner Smith, as opposed to the BCC, would like the City to consider this.

Commr. Smith stated that he was agreeable with this.

Commr. Sabatini mentioned that he liked the original logo.

Commr. Morris said that he liked Commissioner Smith's idea to send his logo to the City to see what they thought of it.

Commr. Campione opined that the Board needed to let the City know that this was a Commissioner-initiated idea, and that she would otherwise stay with the process they went through to reach a logo. She reiterated that she did not want there to be confusion that the Board was actually saying that they wanted a different logo and wanted to know what the City thought, along with whether the City wanted to change direction. She then remarked that there was consensus to do this.

LETTER THANKING CITY OF TAVARES FOR AMERICA 250 CELEBRATION

Commr. Smith said that he would like to send a thank you letter to the City of Tavares for placing the County's America 250 flags on Main Street, and that he would like each of the Commissioners to sign the letter.

Commr. Parks opined that this was a great idea, and he thanked the City for embracing America 250, relaying his understanding that some other Cities were doing this as well.

Commr. Smith asked each Commissioner if they could go to their respective Cities and see if they would like to do this, noting that the County could provide them with the flags.

On a motion by Commr. Smith, seconded by Commr. Parks and carried unanimously by a vote of 4-0, the Board approved to send a thank you letter for partnering with the County for the America 250 flags in the City of Tavares downtown, signed by all of the Commissioners.

UPDATE ON TAX COLLECTOR BUDGET INCREASES

Ms. Barker explained that the Tax Collector had two separate amendments, with the majority of costs for the first amendment being associated with facility repairs. She specified that there were two instances of a vehicle crashing through one of his facilities, and that a majority of the first amendment was for facility repairs. She added that the second amendment was associated with HVAC repairs, and that the Tax Collector had several people separate from their employment; therefore, he had to pay out vacation time, etc., noting that a majority of the amendment was related to this and the HVAC repairs.

BILL OF RIGHTS SANCTUARY COUNTY ORDINANCE

Commr. Campione commented that she included this item on the agenda for discussion, noting that Mr. Rick Carlins had visited her and inquired about the County adopting an ordinance which would be the same as one adopted by Collier County in 2023. She specified that this was called a Bill of Rights sanctuary county ordinance, and mentioned that she had discussed this with the County Attorney and Mr. Carlins, along with doing much research. She said that she understood some of the concerns raised by the County Attorney, and had tried to come back with a proposed ordinance that she thought might be a compromise, though she was open to this discussion and other ideas that the Commissioners had. She explained that her focus was on the idea that they often forgot about what the Bill of Rights established as rights that they had as individuals, and that sometimes there were Federal requirements which told them to do things that they may believe were inconsistent with the Bill of Rights; therefore, Lake County should be able to say that they were a sanctuary county and would not enforce or implement things that were contrary to the Bill of Rights. She relayed that the question then became if they created a cause of action where someone could sue the County, or if the County would have to take a particular action. She said that she wanted to have a discussion before requesting to advertise this to see where the Board was at and whether they would want to go with a model similar to Collier County, or a version such as what she put together which referenced the Bill of Rights and basically said that should the County want to seek a determination on something they believed was an unlawful act as a result of it violating the Bill of Rights or the Constitution, the County could take that action as the BCC; additionally, 50 residents in Lake County could petition the BCC and they would need

evidence of living in Lake County through a homestead exemption, noting that the Board could decide whether to take action and seek a decision by the court as to whether something was a violation of the Constitution or the Bill of Rights.

Commr. Sabatini opined that this was good, and that something stronger would also be fine.

Commr. Sabatini made a motion to advertise the ordinance in the packet.

Commr. Smith seconded the motion.

Commr. Sabatini asked if Collier County's ordinance was written in a way that the County believed could create a private cause of action of citizens against their own County government.

Commr. Campione relayed her understanding that it came off the coronavirus disease 2019 (COVID-19) and the mask mandates, and that it was a pushback to say that that this could not be done in that county. She expressed support for this concept, though she did not want a scenario where the County was doing their jobs and someone said that they were violating their Constitutional rights and each code enforcement case became a challenge of these rights. She opined that this was directed at executive orders being implemented in relation to COVID-19, and she mentioned administrative items which came out of Congress where a law and administrative rule were put in place which many believed should not be enforceable because they did not track what the enabling legislation said. She opined that these were two areas where the County had to be able to push back and say that they were not going to enforce something that was against the Constitution. She questioned whether it had to be the Collier County ordinance to do this, versus the one that she drafted.

Commr. Sabatini expressed support for advertising this item and then having the debate once they had public comment at a future meeting.

Commr. Morris said that he would first like to hear from Mr. Carlins regarding how this would help Lake County residents.

The Chairman opened the floor for public comment.

Mr. Carlins asked if the alternative ordinance put forth by Commissioner Campione would require 50 residents to petition a grievance.

Commr. Campione confirmed that this was how it was written, though this did not mean that the BCC could not decide to go forth and place an item on the agenda to pursue it with a court of law.

Mr. Carlins indicated support for what gave the Sheriff the most power to protect the citizenry and their Bill of Rights. He added that it was to provide a means of criminal and civil consequence for the violation of these rights within the county's jurisdiction.

Mr. Bill Mitchell, Constitutional Sheriffs and Peace Officers Association (CSPOA) Florida State Director, submitted a comparison of the Lake County ordinance to an updated hybrid between Lake County and Collier County. He opined that the Collier County ordinance left some things which needed to be defined better, and that the enhanced version made it a stronger ordinance and included many processes. He opined that the State of Washington recently passed an unconstitutional law, and that many Counties there questioned what they could do about this;

furthermore, by having an ordinance which stated that they were going to be a Constitutional county, they could say that they would not enforce a law in the county because they were challenging it constitutionally, noting that they would have a mechanism in place by which they could determine that it was something unconstitutional at a lower level, be able to challenge it, and have the State be obligated to say how they would address this.

Commr. Campione asked if they would have a court remedy to challenge it, and why they would need something locally indicating that they had the right to challenge it if they always had the ability to challenge things which were contrary to the Constitution.

Mr. Mitchell responded that it would give them something immediately in place which provided jurisdiction to local authorities, and mentioned that the enhanced version of the ordinance discussed a three tier process of being able to address issues such as this.

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

Commr. Sabatini reiterated support for advertising the ordinance.

Commr. Campione indicated that the hybrid version put forward by Mr. Mitchell could be provided to everyone, as well as the version she had worked on and the Collier County ordinance. She added that everyone would have a chance to do their own research, and then they could address this in an open meeting.

Ms. Marsh commented that this would be May 19, 2026.

On a motion by Commr. Sabatini, seconded by Commr. Smith and carried unanimously by a vote of 4-0, the Board approved to advertise this ordinance as written for the May 19, 2026 BCC meeting.

LOCAL GOVERNMENT CONTRIBUTION FOR AFFORDABLE HOUSING

Ms. Maria AbdoulKarim, Director for the Office of Housing and Community Services, stated that this item was a request from representatives from Atlantic Housing Partners related to their affordable housing project. She specified that they were present for approval of a letter of support and a local contribution in the amount of $460,000 to support the proposed 92-unit affordable housing development in the City of Fruitland Park. She added that this request was contingent upon the project receiving low income housing tax credits, and that it represented an opportunity to bring affordable housing units to the community.

Mr. Craig Thomas, with Atlantic Housing Partners, said that his organization lived, worked and invested there, and that they had built over 150 communities across Central Florida with over 35,000 units. He clarified that they were not a private equity investment; rather, they were a local grassroots organization built in Central Florida. He indicated that they currently built, owned and managed slightly over 10,000 units, and had recently received a contribution in Lake County for Lake Saunders Lakefront Living. He explained that the principals at Atlantic Housing Partners had owned and managed the project, the development, and the land from start to finish, and he discussed their experience in Lake County, noting that the County's support would allow them to seek Florida Housing Finance Corporation (FHFC) tax credits to complete the project. He relayed that the subject project was 92 units consisting of 36 villas and 56 apartments, and that it would be

100 percent affordable and funded without third party financing; furthermore, the project was nearly permit ready, and construction documents were complete. He relayed the following information regarding affordability of the 92 units: 14 units would serve the lowest level at 30 percent area median income (AMI); 57 units would be at 60 percent AMI; and 21 units would cover 80 percent AMI, noting that these figures were based on the projected 2026 United States (U.S.) Department of Housing and Urban Development (HUD) incomes. He displayed an image of the projected rents based on the 2026 HUD incomes, and remarked that they were agreeing to a 50 year compliance period, which was beyond the minimum of 15 years. He said that when building developments, his organization did not distinguish between affordable and market rate in terms of the quality built. He reviewed the design of the project and stated that it would be on Spring Lake Road, just west of U.S. Highway 441, noting that it was overlooking Lake Geneva. He mentioned that they would have a series of lakefront apartments on the north side of the property, and he showed a concept of this, noting that they would be two bedroom/one bathroom units all with lake views. He stated that the other portion of the units would be one and two bedroom garden villas, and that there would be a large club space and outdoor amenities overlooking the lake. He commented that for community engagement, they were currently scheduled to host 1,352 events for residents across Central Florida with 151 events scheduled in Lake County. He relayed that some of these services included job training, self-sufficiency, and educating residents on financial literacy or how to obtain services. He recalled that in the previous year they had hosted a job fair for local residents in Lake County, and related that they would be bidding out to over 25 trades with multiple subcontracts for each trade, with the opportunity for local residents to be employed in the construction of the development; additionally, they hired management staff who lived and worked onsite at each of their properties.

Commr. Morris opined that the proposal looked good, and he expressed appreciation for the 50 year compliance period.

Commr. Smith asked if this was in the City of Fruitland Park, and Mr. Thomas confirmed this. Commissioner Smith then inquired if the City approved the project.

Mr. Thomas responded that the zoning was approved and that they had taken the site plan through the staff level approval in the previous week, recalling that they were approved at the City planning and zoning board meeting and that they would go before the City Commission on May 14, 2026 for approval as affordable housing.

Commr. Parks asked about the 30 percent AMI, and he agreed that the 50 year compliance period was better. He also inquired if it was open to anyone in those incomes.

Mr. Thomas clarified that they did not currently have an age restriction planned for the community, though they had an income restriction.

Commr. Parks opined that this could help with workforce housing issues.

Commr. Campione expressed concerns for a provision under the Live Local Act and said that although Lake County had opted out, they originally did not have the ability to opt out, noting that this regarded property tax exemptions on affordable housing. She recalled that the County had opted out and still collected property taxes, though they currently did not have the authority to

do this because of a calculation over the market area, noting that it was decided that they did not have enough affordable housing; therefore, they had to give tax breaks to projects like this going forward. She relayed her understanding that the applicant was requesting $460,000 to help them receive the financing that the State allowed for projects like this, though the County was going to be losing ad valorem tax funding.

Mr. Scott Culp, with Atlantic Housing Partners, clarified that the exclusion the County had for nine percent low income housing tax credit properties were not eligible for this exemption in the Florida Statutes. He added that $460,000 was the minimum contribution in a medium sized county to be eligible for the nine percent low income housing tax credits, and that with those tax credits there was a specific exclusion for the communities that had the FHFC extended use agreement under that program; therefore, they would be paying real estate taxes based on income approach, which was the statute prior to the Live Local Act. He said that this act was specific to communities which were not supported by the nine percent low income housing tax credit, and that there was no actual funding from the Federal or State government for that program; rather, it was an annual tax credit that they received in exchange for keeping those units affordable. He stated that it was very competitive and was a resource that worked well since 1985 in creating affordable housing, though it did not necessitate the need to have that real estate tax exemption to make it economically sustainable long term. He reiterated that they would be paying ad valorem taxes, assuming that they received the nine percent low income housing tax credit allocation, and added that the County's $460,000 was contingent upon their receipt of this.

Commr. Smith asked if they would be requesting any impact fee waivers, and Mr. Culp denied this.

Commr. Campione inquired about restricting it to existing Lake County residents.

Mr. Culp said that they were not allowed to do that, and that it would be a violation of the Federal Fair Housing Act, though they often opened up early registration for pre-leasing for residents of the county or the city.

Commr. Campione asked if a senior could live there, and Mr. Culp confirmed this. Commissioner Campione then opined that this went to the overall situation regarding homelessness, and opined that it was hard to argue that they were keeping people from being in a homeless situation if they did not have opportunities like this for them to be able to qualify for housing.

Mr. Culp relayed that this community would be permit-ready in the application, which would give them a preference in the application process.

Commr. Campione said that the last thing she would want to do is authorize something contrary to what the City of Fruitland Park wanted to do, and that she wanted to ensure that they were in agreeance.

Ms. AbdoulKarim explained that for a family of four residing in the project on the higher end, their maximum income limit would be about $126,000; furthermore, on the lowest end, the highest income would be in the $30,000 range. She added that they had set aside five units for the

HUD HOME Investment Partnerships Program (HOME) program, though the majority of units would serve workforce housing.

Commr. Smith pointed out that this was 100 percent grant funded.

Commr. Campione relayed that they did not know for sure if they would receive the funding, noting that they were competing.

Ms. AbdoulKarim stated that the applicant needed the commitment from the County for their application.

On a motion by Commr. Smith, seconded by Commr. Parks and carried by a vote of 3-1, the Board approved the following items: a local government contribution in the amount of $460,000 for the proposed development of affordable housing units to be constructed in Lake County, contingent upon the developer receiving funding through the Low-Income Housing Tax Credit (LIHTC) Program offered through the Florida Housing Finance Corporation; funding through the County's existing allocation of HUD HOME funds, if the project met the necessary HOME program eligibility criteria; and to authorize the Chairman to execute the Local Government Verification of Contribution Loan Form, the Local Government Area of Opportunity Funding Form, and a commitment letter substantially similar to the one attached herein which is to be submitted with the LIHTC Program application.

Commr. Sabatini voted no.

COMMISSIONERS REPORTS

COMMISSIONER SABATINI – DISTRICT 1

FLORIDA LEGISLATURE SESSION

Commr. Sabatini mentioned that the Florida Legislature was in session currently, and that the budget would be discussed in the following month. He opined there could be much policy discussed as well, and asked the Board to be diligent in speaking against terrible bills. He opined that the Legislature pressed policies that were hostile to the will of the people in Lake County, such as a bill that was signed into law in the previous week pertaining to agricultural enclaves. He opined that Lake County had been spared from language that would have included every large property in Lake County that was designated as agricultural, and that if it had been structured differently, then every farm could become dense residential housing overnight through administrative direction with no vote or public hearing. He stated that according to the County Attorney and staff, the agricultural enclave property did not affect certain properties that were of high public interest in the community; however, he was shocked at how little public scrutiny it got. He opined that it could have eliminated agriculture in the State of Florida, and hoped that the Board would review this and consider becoming involved in lobbying efforts to stop bills that could turn farms into high density housing.

COMMISSIONER PARKS – VICE CHAIRMAN AND DISTRICT 2

FLORIDA WILDLIFE CORRIDOR FOUNDATION TREK

Commr. Parks relayed that he participated in the Florida Wildlife Corridor Foundation trek, and opined that it was an amazing experience. He commented that they did much and gained much perspective, and that much of what he learned on the trek could be applied to Lake County, such

as having more collaboration. He mentioned that there was some very good science available that had not been used in Lake County yet, and opined that this was a common thread between the Democrat and Republican parties. He stated that it was called the Longleaf to Lighthouse Expedition, and that it started in the City of Thomasville, Georgia, and ended at the St. Marks Lighthouse. He mentioned that even though there were only four people selected for the trek, there were about 50 people behind the scenes that were making a movie that could come out in October or November 2026, and he hoped that this would inspire people to promote the Florida Wildlife Corridor. He remarked that there were two parts of the corridor that came through Lake County, which not many counties had, and that there were one or two counties that did not have any mapped wildlife corridors. He pointed out that there was a wildlife corridor going north through the Wekiva area and one going south through the Green Swamp, and that there were a couple of critical lengths that had been protected, including one in Wellness Way. He related that what happened in between those areas was important as well, opining that they needed more corridor compatible communities and on-ramps to the corridor. He commented that there was a coalition coming together with people in agriculture and nonprofit conservation work, such as Trust for Public Land, the Nature Conservancy, the Archbold Biological Station, and the Tall Timbers Research Station, and that they were meeting the landowners and thinking about the next generation. He expressed appreciation to the Florida Wildlife Corridor Foundation and the camera crew who filmed the trek, opining that the movie should be very good. He remarked that even though he was still tired, he was more inspired about what the Florida Wildlife Corridor Foundation was doing and what the County could do in Lake County to promote conservation, such as keeping a culture of conservation and agriculture, opining that this was key to the future. He mentioned that there were some next steps that could be done with local leaders, and opined that this was a once in a lifetime experience that helped how he looked at policy.

Commr. Campione expressed congratulations on successfully going the distance and having those experiences.

Commr. Parks mentioned that others on the trek included the following: Commissioner Rick Minor, with Leon County; Commissioner Jacqueline “Jack” Porter, with the City of Tallahassee; and Commissioner Becky Troutman, with Polk County.

Commr. Campione relayed her understanding that there were two Republicans and two Democrats.

Commr. Parks confirmed this, and pointed out that this was not a blue or red issue. He remarked that President Theodore Roosevelt was good at conservation and a Republican.

Commr. Campione added that he was the father of the National Park Service.

COMMISSIONER SMITH – DISTRICT 3

HAPPY BIRTHDAY

Commr. Smith commented that it was his wife’s birthday on the current day, and he wished her a Happy Birthday.

COMMISSIONER MORRIS – DISTRICT 5

REMOTE PARTICIPATION

Commr. Morris indicated appreciation to the Board for allowing him to participate remotely.

Commr. Campione expressed appreciation for his input.

COMMISSIONER CAMPIONE – CHAIRMAN AND DISTRICT 4

2026 URBAN LANDSCAPE SUMMIT

Commr. Campione remarked that she attended the 2026 Urban Landscape Summit by the University of Florida Institute of Food and Agricultural Services (UF/IFAS), which was a two-day event, and said that Lake County was involved with one of the programs because of the Wellness Way landscape ordinance, opining that it was very well received. She opined that the people there were very interested in what Lake County was doing and what had been accomplished so far, and that there were many good questions. She opined that the focus was on Wellness Way being on the Lake Wales Ridge, and opined that something needed to be done about water conservation, such as finding ways to landscape so that yards were pretty and people could enjoy being outside in their yards, noting that 40 to 60 percent of the water consumed by Central Florida residents was for irrigation. She expressed appreciation to Commissioner Parks for all his hard work on these efforts and to staff who brought together many people and stakeholders for input, opining that because the County was listening, taking input, and balancing interests, it did not turn out the way it had started. She opined that the end product was something that Lake County could be proud of, and that since homeowners residing in that area had the opportunity to implement the Florida friendly and native plants in their yards, it could be a positive thing that other Counties and municipalities could look at.

FLORIDA FARM BUREAU DINNER

Commr. Campione related that she and Commissioner Parks attended the Florida Farm Bureau dinner on the previous evening at Southern Hills Farms, and opined that the venue was beautiful and well worth visiting, noting that Commissioner Sabatini was a regular visitor there. She indicated appreciation to the farmers, the Farm Bureau, and the Florida Cattlemen's Association, opining that they did a great job trying to keep their community cohesive.

LAKE COUNTY FAIR

Commr. Campione stated that she attended the steer auction at the fair, and opined that it was great seeing the Future Farmers of America (FFA) students and 4H participants. She opined that the work they did was outstanding, and pointed out that they were raising these animals and preparing them to be auctioned off at the fair. She opined that it was heartwarming to see how much responsibility it took, including learning economics and animal science, and that it was a good program with many parents who supported them in those efforts.

LAKE DORA SANDBAR AND SILVER GLEN SPRINGS RUN SIGNAGE

Commr. Campione commented that she had been working with Mr. Bobby Bonilla, Assistant County Manager, the LCWA, and the County Attorney's Office on getting signage at the Lake Dora sandbar area and Silver Glen Springs Run, and that law enforcement had been

handing out a publication prepared by the Office of Communications explaining what the rules were. She opined that the situation was good as long as law enforcement was in the vicinity; however, there were questions about where the rules started and where they ended, opining that the signage would help with this. She stated that it would then be up to the LCSO and marine patrol to issue citations, and hoped that this would get this situation under control so people could still have a good time and not encroach on other people's rights.

WEKIVA RIVER BASIN COMMISSION MEETING

Commr. Campione mentioned that she attended the Wekiva River Basin Commission meeting, which included all the major state agencies, such as the Florida Department of Transportation (FDOT), and noted that the ramp at State Road (SR) 46 caused traffic issues on the Wekiva Parkway and SR 46A for long distances. She opined that the County needed to ask FDOT for a study or evaluation on how this could be addressed, as it was blocking the Wekiva Parkway and making it impossible for residents to make their commute, noting that it was reported that the use of the Wekiva Parkway was much above what was originally calculated and estimated.

ALLIGATOR INCIDENT

Commr. Campione stated there was an alligator incident the previous evening at the Pine Meadows Conservation Area, and reminded everyone that it was alligator mating season. She opined that people who had pets and small children should not go along lakeshores with vegetated areas, and noted that alligators could blend in with the vegetation and were more aggressive in moving around this time of year, opining that they should all be very careful.

WORK ON BRITT ROAD

Commr. Campione relayed that the County received a permit from SJRWMD for work on Britt Road, and that staff was working closely with FDOT who had until May 14, 2026 to issue their approval so that this could go out to bid. She hoped that this would be sooner so that staff could move forward with procurement and work could start on the road, opining there were people waiting for that road to be repaired to help with their commute.

COMMISSIONER SMITH – DISTRICT 3

ARBOR DAY CELEBRATION

Commr. Smith mentioned that the City of Mount Dora had a great Arbor Day celebration that was very well attended.

NATIONAL BLUEBERRY PIE DAY

Commr. Smith said that it was National Blueberry Pie Day.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 1:13 p.m.

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____
GARY J COONEY, CLERK

A SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS

MAY 4, 2026

The Lake County Board of County Commissioners met in a special budget workshop on Monday, May 4, 2026 at 1:00 p.m., in the County Commission Chambers, Lake County Administration Building, Tavares, Florida. Commissioners present at the meeting were: Leslie Campione, Chairman (arrived at 1:09 p.m.); Sean Parks, Vice Chairman (arrived at 1:08 p.m.); Anthony Sabatini; Kirby Smith; and Timothy Morris. Others present were: Jennifer Barker, County Manager; Melanie Marsh, County Attorney; Misty Spahn, Executive Office Manager, County Manager's Office; Kristy Mullane, Chief Financial Officer; and Stephanie Cash, Deputy Clerk.

INVOCATION AND PLEDGE

Commr. Smith welcomed everyone to the Board of County Commissioners (BCC) meeting, and noted that Commissioner Parks and Commissioner Campione were on their way.

Pastor Michael Watkins, from Friendship CME Church in the City of Tavares, gave the Invocation and led the Pledge of Allegiance.

AGENDA UPDATE

Ms. Jennifer Barker, County Manager, stated that she did not have any updates to the agenda.

FISCAL YEAR 2027 BUDGET PRESENTATIONS

OFFICE OF HUMAN RESOURCES AND RISK MANAGEMENT

Mr. Jim Kovacs, Director for the Office of Human Resources (HR) and Risk Management, remarked that this was the Fiscal Year (FY) 2027 budget presentation for his office, and that it would be typical of the other presentations, including the overview, the organizational chart, some accomplishments, efficiencies, benchmarks, and their proposed budget for FY 2027. He related that their mission was to assist the BCC by developing, implementing, and facilitating cost effective and efficient programs for managing employees, employee benefits, and loss control programs. He commented that his office had 10 full-time employees (FTEs), including the following: the associate director of HR, who handled everything on the HR side; the senior financial coordinator; HR support specialist; two employees were dedicated to employee benefits; and one person was devoted to risk management. He mentioned that one of their accomplishments was the Samsara Camera System, which they had previously placed in 274 vehicles, and that because of its success, they had expanded it to over 500 vehicles currently. He explained that the system issued real-time safety alerts that went to supervisory personnel regarding driving issues or vehicle data, including operating fuel levels and the temperature of the engine, and he showed a graph of some comparisons, noting that since this system was implemented in May 2024, there were only about seven months of data for that year. He pointed out that the 2025 data was a full year's worth of data and included the following: 3.4 million miles were traveled; they made about 482,000 trips; and about 118,000 hours were spent on the road. He mentioned that they had implemented the Samsara Camera System to reduce risk exposure, and that this resulted in the following: they were alerted about 12,000 times in 2025, which was down 39 percent from the

previous year when there was only seven months' worth of data, noting that this did not necessarily mean there were issues; the number of events viewed had gone up 112 percent, which was good because supervisors needed to be looking at those alerts; and there had been an increase in the number of people that were coached on the events that needed attention, which was positive. He remarked that the Samsara Camera System helped to improve safety and reduce the risk of exposure, and that there had been a 16 percent reduction in property and liability claims, almost a nine percent reduction in vehicle accidents, and a 10 percent reduction in worker's compensation claims. He opined that those were great numbers, and that they would keep trying to improve them. He commented that regarding efficiencies, they processed and hired 288 people, which he opined was the largest number they had ever hired in a single year, and that this included the staff that was added in the Office of Fire Rescue. He related that HR took all the external calls for the County, and that they had answered and made nearly 20,000 phone calls. He opined that Ms. Jeannine Nelson, Associate Director for the Office of HR and Risk Management, did a great job training, and said that when training needs arose, she could prepare a specialized training for whatever topic was asked, noting that in the previous year, she taught training on customer service and harassment. He relayed that they had a third-party vendor who offered free webinars for employees, such as financial and mental health help, and that over 240 employees participated in those. He mentioned that they returned to doing new employee orientation in person, which they had been doing virtually since the coronavirus disease 2019 (COVID-19), and that they had slowly moved away from this. He opined that this type of training was more impactful and personal, and that people retained it better when they were face-to-face in an orientation session. He stated that another efficiency was the Primary Care Connection (PCC) Employee Health and Wellness Center, and he shared the following numbers: 80.1 percent of unique patients had gone to the PCC with a high or moderate biometric risk, noting that they could treat them there for a much lower cost; almost 77 percent of those people saw an improvement in a 24 month period; and the Marathon Health net promoter score from their surveys was 88 percent, which was one of the highest of any of their clinics throughout the country, opining that this was a great benefit and produced tremendous efficiencies for the County. He showed a graph comparing the number of FTEs in the County to other contiguous Counties, and said that Lake County had over 1,000 employees for just the BCC, noting that they also served some of the Constitutional Officers with benefits, which included about 350 more employees. He displayed a graph comparing the cost of medical plans with contiguous Counties based on a family plan and showing the average cost to employees and the cost to the employer, and said that Lake County had the lowest average employee cost and employer cost for a good plan as well as the PCC, noting that some Counties were paying about $30,000 per full-time position, which was a significant difference. He relayed that there were three FY 2027 proposed budgets, and that the first one was $1,543,655 for the Office of HR and Risk Management. He remarked that they had a projected increase in personal services of 4.9 percent, which included a wage increase, and that they were requesting an increase for non-bargaining staff of $1 per hour or four percent, whichever was greater; additionally, there had been increases in the cost of benefits. He stated that the increase in operating expenses

included anticipated increases in legal fees for internal investigations and outside legal counsel used in the collective bargaining process, noting that the County would be bargaining in 2027 for the next three-year agreement. He commented that for the property and casualty proposed budget of $8,569,583, operating expenses were forecasted to increase 7.4 percent, and that this was from the annual increase in insurance premiums. He elaborated that they went to the market on an annual basis to obtain the best and lowest price available, and that there had been about a 10 percent increase. He mentioned that they had a healthy reserve for the property and casualty budget, and that this was because of lower claims, the lower cost of those claims, and aggressive collection of subrogation funds that added revenue to this budget. He said that regarding the employee group benefits proposed budget of $29,521,290, operating expenses showed a 12.8 percent increase, and noted that the County had an actuary who reviewed the following: claim history; the forecasted inflation rate for health insurance; the types of claims; and whether those issues were resolving or getting worse. He elaborated that much review and analysis was done to make the forecast of what the future claims would be, and that there had been high claim years the prior couple of years, such as 75 people who had claims of $75,000 or more in the previous year. He pointed out that they needed to bolster their reserves in this area, and that they had been working with the actuary to develop a multi-year plan to get where they needed to be. He remarked that for the FY 2027 budget, they applied a 15 percent increase to the employer charge and a nine percent increase to the employee rates, and that in the previous year they had increased the employer charge five percent with no increase to the employee; however, this increase needed to be done to bolster reserves.

Commr. Campione indicated her understanding that the increase in the property and casualty proposed budget was 18.9 percent, that the increase in the employee group benefits proposed budget was 13 percent, and that the increase for the Office of HR and Risk Management was 5.3 percent.

Commr. Parks relayed his understanding that most of the new employees were with the Office of Fire Rescue.

Mr. Kovacs stated that this was correct, and that there had also been some success in recruitment even though it was difficult to compete, noting that they still had issues with this in certain areas.

Commr. Morris indicated his understanding that the County had hired 288 people, and inquired how many the County had lost.

Mr. Kovacs replied that he did not have that exact number, and said that it was around 200 employees, noting that he could get the number to the Board afterwards.

Commr. Morris expressed concern that if the County lost 200, then another 200 people would have to be trained.

Mr. Kovacs agreed that this was an issue, and that turnover was a concern every year.

Commr. Morris questioned who handled the property and casualty, and if it was a bid contract.

Mr. Kovacs answered that their broker was Brown and Brown, and that it was up for bid in the following year. He commented that it was a multiyear contract, and that the County could decide how they wanted to do that moving forward.

Commr. Morris recommended looking at Seminole County's RFP process for that, and ensuring that everybody had the opportunity to bid.

Commr. Smith inquired how much the total cost of the camera system was.

Mr. Kovacs replied that the initial cost was $274,000, and that with a three-year contract it was $571,000, noting that they had just over 500 cameras currently.

Commr. Smith questioned if this brought it up to $600,000.

Mr. Kovac said that he did not know what the cost was for the additional cameras; however, he believed that it had not strayed too far from the initial cost.

Commr. Smith wondered if there were actual numbers on what was saved instead of the percentages.

Mr. Kovacs commented that he did not have the numbers, and that he could get those to the Board.

Commr. Smith relayed his understanding that the County was saving more funding that it was spending.

Mr. Kovacs indicated his understanding that the County was not saving more funding than it was spending; however, he pointed out that the reason this system was implemented was because there had been two claims for five mile per hour accidents with no cameras where the car was bumped, resulting in a judgement of $2.4 million and a judgement of $458,000. He opined that if there had been cameras, the County would still have been charged, noting that the damage to one of the cars was only $1,300; however, the attorney argued that the individual would have lifelong back issues and the jury agreed, despite the medical documentation not supporting it. He opined that having the cameras was cost avoidance, and that there could not be a number on that. He opined that knowing the County had cameras at an accident scene could stop claims from ever happening, and that it was a great system.

Commr. Parks recalled that the hiring and training was discussed at a previous workshop, and said that he wanted to see what the County was spending on hiring and training employees, opining that this was important when discussing questions about retention.

Commr. Sabatini indicated his understanding that Brown and Brown was used for all County vehicles and property, and questioned if the County was given the likelihood, chances, and payout possibilities when they obtained authority to settle a claim. He wondered if a $2 million judgement was an issue with sovereign immunity.

Mr. Kovacs commented that the County was insulated from a claims bill, unless it was from something catastrophic.

Commr. Sabatini opined that there would have to be a human tragedy above and beyond somebody hurting their back, such as a child being killed, and said that he would like to create a provision in the insurance contracts where the County incentivized and urged the broker to take cases to trial more often. He opined that if there was not an expectation of there being a payoff

because of the risk of a trial, then there would be less cases, and noted that he had seen this in other elements of litigation. He pointed out that lawsuits against Cities and municipal police departments were more frequent than against the Lake County Sheriff's Office (LCSO) because sheriffs across the state were not in favor of settling claims, and noted that when these cases went to trial, they had sovereign immunity. He remarked that he would like to do that, and wondered if there was a County in the state that had a mentality to fight no matter what. He opined that even if costs were higher in the first year or two because of litigation, it would send the message that someone suing the County would not get their money's worth.

Ms. Melanie Marsh, County Attorney, clarified that Brown and Brown did not have anything to do with the County's decision whether or not to go to trial, and that they had a claims committee, which included her, Mr. Kovacs, and Ms. Barker. She elaborated that they would meet with outside counsel, Mr. Juan Ruiz, and then they would review the case. She mentioned that the County had taken the position in the previous two years that the County would go to trial, and that they had gone to trial four times, noting that they had won twice and lost twice.

Commr. Sabatini relayed his understanding that there was no provision in the contract that said that third party insurance had the actual final say.

Ms. Marsh commented that even the County's excess carrier insurance deferred to the County.

Ms. Barker added that a recommendation could be made; however, it was the committee that made the decision whether to pursue a trial or not.

Commr. Sabatini remarked that he would like to be part of that conversation, and noted that he wanted to create the mentality that the County was not settling unjust cases, hoping that this would create a deterrent in personal injury lawsuits because of the possibility of having $100,000 in legal bills and no settlement.

Ms. Marsh pointed out that the cameras had been instrumental in the cases that the County had won, and that it helped to have a video to show to the jury.

Mr. Kovacs mentioned that of those four cases, the County was at fault in two of the cases even though they were five mile per hour bumps, and that the jury ruled against them; however, in the other two, the County had no guilt and had prevailed. He commented that this was part of the formula the County considered before going to trial, and that they were not afraid to go to trial. He related that the County also had Tristar Claims Management Services, which was the third-party administrator, noting that they would manage a claim once received.

Commr. Parks expressed appreciation for the questions, and wondered if Commissioner Sabatini could participate in the claims committee.

Commr. Sabatini commented that he would like to be sent a summary so he could review it, and that even though he would defer to the committee, he would like to learn more about it and see it more often.

Mr. Kovacs indicated that this could be done.

INFORMATION TECHNOLOGY DEPARTMENT

Mr. Erikk Ross, Director for the Information Technology (IT) Department, said that their vision was to be a trusted partner providing innovative and exceptional technology solutions, and that their mission, which was how they were going to accomplish their vision, was to work collaboratively with all stakeholders to improve and deliver secure, flexible, and reliable technology solutions and services. He mentioned that they had developed their strategic plan about a year prior, and that it outlined the roadmap IT would take over the next one to three years to help the County accomplish the goals and objectives that had been set forth by this Board. He showed a graphic that outlined where they were currently and where they wanted to be, and said that they were currently at the trusted operator level, which meant that they were effectively working on the day-to-day operations and providing some optimization to the organization. He related that their target was to become a trusted business partner throughout the entire organization, noting that they wanted the County offices and departments to feel comfortable coming to IT when they had a new business project to see how technology could be used in an effective way. He remarked that some of the services they provided included the following: desktop and laptop support; maintaining the network and file servers; supporting the various applications used by the County's many offices; custom programming; database administration; internet; e-mail services; security operations, such as monitoring and reacting to IT security incidents; telephone support, such as mobile and cellular services for the BCC and many of the Constitutional Offices, which included the LCSO, the Clerk of the Circuit Court and Comptroller, and the Lake County Property Appraiser; Geographic Information Systems (GIS), which included geographic analysis, mapping, and data services; and records management services. He showed the organizational chart, and stated that they had 30 FTEs that were split up across five different divisions within the department. He commented that regarding accomplishments, they had done much work around the Americans with Disabilities Act (ADA), which was a Federal law requiring government agencies to make their services accessible to people with disabilities, and noted that the Federal government had introduced some new ADA rules regarding web accessibility that were originally supposed to go into effect in April 2026; however, about two weeks prior, they announced that they would extend that deadline until April 2027. He remarked that they had made a number of improvements to meet the new web accessibility rules, including the following: provided training to staff to show them how to create accessible documents; updated all of the County's public websites to ensure they were compliant with the new ADA regulations; and implemented new technology solutions to help improve accessibility. He relayed that they had implemented a new server virtualization platform, which had a much lower cost than their previous solution, resulting in some fiscal savings. He mentioned that they also continued to work on the Voice over internet protocol (VoIP) phone implementation, and that the entire BCC had been moved over to the new phone system as well as several other offices, such as the Lake County Property Appraiser's Office; additionally, they were about 75 percent complete with the entire project and were currently working with the LCSO and the Clerk of the Circuit Court and Comptroller to complete the project for their offices. He stated that regarding efficiencies, they had consolidated technology positions that were in other departments

into the IT department, including GIS positions and developer positions, and said that having these positions centralized in IT provided other departments and offices with better support, as they could rely on the capabilities of an entire team and not just one person in their office. He remarked that they were able to save around $200,000 in the current year by switching vendors for various technology solutions, and that one of them was the server virtualization platform that was mentioned earlier. He related that they were awarded with a cybersecurity grant from the State of Florida, and that this was the third year in a row that they had been able to take advantage of this grant program, noting that it provided them with various cybersecurity solutions at no cost to the County. He displayed a benchmark graph comparing the IT cost per capita, which was the total cost of IT divided by the population of the County, with other Counties, and pointed out that Lake County was the lowest at about $12 per capita. He showed a graph comparing the number of IT FTEs to other Counties, and said that Lake County had the lowest number at 30 FTEs, noting that Sumter County outsourced all their IT services. He provided some additional benchmarks that compared Lake County's IT department to over 180 other local government agencies throughout the United States (U.S.), and remarked that this information came from surveys they conducted over the prior year with office directors and leadership teams comparing them to those other 180 agencies. He relayed that they were at a 91 percent rate for IT satisfaction and a 92 percent rate for IT value, noting that satisfaction was how happy users were with the services provided, and value was how much value users gained from those services. He mentioned that the industry average for both of those was about 80 percent, showing that they were doing very well in both areas. He commented that the IT budget as a percentage of the overall County budget was at 1.5 percent compared to an industry average of 3.3 percent; additionally, their staffing levels were also efficient, and the IT staff was 2.4 percent of staff across all employees over the organization, while the industry average was 2.9 percent. He stated that they were efficient with the budget and staff levels and provided a high percentage of value, noting that their users were very satisfied with the services they provided. He showed a couple of recent cybersecurity related news headlines that had occurred in the State of Florida in just the prior few months, and mentioned that there were also a couple of headlines regarding the cost of IT hardware, which was continuing to rise. He related that in the current year, they had seen the cost of desktops, laptops, and servers increase by quite a bit, and that they expected this trend to continue over the following fiscal year as well, noting that they had factored the expected price increases into their FY 2027 budget. He commented that the proposed budget for FY 2027 was $5,749,767, which was an increase of about $365,000, and that the majority of that increase came from personal services, which included the following: wage increases; some positions that had transferred from other departments into their department; and the creation of a new GIS computer-aided design (CAD) position. He pointed out that operating expenses had increased about $136,000 mostly due to rising software and hardware costs.

Commr. Smith opined that the IT group did a fantastic job, and indicated appreciation for everything.

Commr. Parks questioned how often Lake County was under a cyberattack.

Mr. Ross answered that every day something came through, such as phishing attempts, and that the attackers were using AI to figure out writing styles and targeting individuals in the organization; however, he opined that he had a very good team.

Commr. Parks expressed appreciation to Mr. Ross for being on the front lines.

OFFICE OF COMMUNICATIONS

Mr. Jeff Foley, Director for the Office of Communications, commented that his office was responsible for enhancing, developing, and promoting the Lake County brand across multiple platforms through web programming, multimedia development, public relations, social media, creative design, and print production, and that their job was to connect with Lake County's 400,000 plus residents ensuring that people knew what was happening, what it meant for them, and how it would impact their daily lives. He related that they used a wide range of tools to do that, such as social media, press releases, press conferences, videos, flyers, and more, and that they were trying to reach people where they already were to share information in a way that was timely, easy to understand, and useful. He remarked that on most days they were focused primarily on awareness, and that they wanted to highlight County projects, infrastructure improvements, programs, and services; additionally, they wanted to build trust and keep the community informed before they needed the County in a critical moment. He mentioned that during emergencies, this role became even more important, as clear communications could directly impact public safety, and that what was shared in those moments could help protect lives, property, and the overall wellbeing of the community. He commented that they had a staff of 17 FTEs working towards these goals, which included communicators, content coordinators, photographers, videographers, graphic designers, and everything that was wanted in an effective media agency. He remarked that 2025 was a rebuilding year, and that they had experienced some significant vacancies, including a public information officer (PIO), communications coordinators, and a videographer. He stated that they operated at a reduced capacity for several months while recruiting and onboarding without reducing output, while emergency communications never paused, while media inquiries increased tremendously, and while the County business moved forward. He mentioned that they worked harder while finding a better way, and that he commended his team for working harder and smarter, which included the following: implementing artificial intelligence (AI) assisted workflows to speed up content planning and research; optimizing their posting strategies; cross-training for coverage flexibility; prioritizing; and functioning as a complete team despite staffing shortages. He stated that their accomplishments included the following: increased the number of social media posts by almost 70 percent in the prior year; achieved a 1,300 percent increase in post impressions, which meant that they could reach many more residents; reactions and engagements grew by 60 percent; their link click conversions, which occurred when people took action, increased 157 percent; issued 35 percent more news releases; and grew their media relations by developing good partners. He mentioned that this demonstrated that they identified constraints and responded strategically, and that one of the key themes found in many internal stakeholder meetings was that even though they did great work, people would like to see more, including this Board. He commented that their aim was to develop a plan for sustainable, long-term excellence in

communications, and that their strategic planning process was built on four pillars, including internal stakeholder engagement, community voice, hard performance data, and industry research. He remarked that they first conducted extensive internal stakeholder interviews with County leadership, department directors, and their public information network partners, and that one of his first activities with the County was to sit with almost every director in the County to learn what their shortcomings were, what they were doing well, and what other departments needed from the Office of Communications that they were not receiving. He related that they went directly to the community, and that nearly 1,000 Lake County residents, including young people, responded to a public survey, opining that this was an exceptional response rate that signaled genuine interest in how the government communicated. He stated that they did the following: analyzed eight quarters of their Facebook performance data, which was 3,331 posts on Facebook alone, to understand what content types performed best, when their audience engaged most, and where opportunities existed; reviewed major national research; had conversations with counterparts in neighboring communities, including full team meetings with other Counties' communications departments; utilized multiple data sources to validate local findings against national trends; and developed evidence-based recommendations reflecting months of rigorous analysis. He displayed a graph of preferred channels for receiving updates from Lake County, and remarked that all five methods were selected by more than 45 percent of respondents as their preferred channel of communication. He stated that residents expected to find Lake County's information everywhere, and that omnichannel communication was the expectation, including the following: Lake County's website was the most preferred at 58 percent and was a sign that residents trusted that information, noting that when people wanted authoritative information, they came to the County directly; e-mail was at 54 percent; AlertLake was at 53 percent, which inferred that opt-in, direct communication was highly valued; text and short message service (SMS) for non-emergency information was at 40 percent, opining that since residents liked AlertLake for emergencies, they wanted the same direct experience for everyday County updates; a mobile app at 31 percent reflected a broader cultural expectation, opining that since people managed their lives through their phones, a third of respondents believed that Lake County should be in that space; and Nextdoor at 17 percent was hyperlocal and trust-based, which helped to address the expansive geographical coverage of Lake County's footprint, opining that residents wanted more direct access to information. He related that several high-impact initiatives were already underway, and that they recently worked with procurement to renew an agreement with their equipment provider that expanded their in-house printing capabilities and improved quality and finishing. He remarked that they had recently utilized these printing capabilities to reach residents regarding historic flooding and rabies cases, and opined that having this information in print and being able to hand it directly to people or post it in high traffic areas was an important approach and could be very effective. He commented that they were installing digital displays in public-facing County facilities to extend messaging beyond social media to reach residents in person with public service announcements (PSAs), meeting notices, event information, and project updates, such as the television (TV) displays outside the elevators in the County Administration Building (CAB), and that these were an effective way to

amplify the messaging already being used on other platforms, noting that they hoped to use this technology in other places in the future. He mentioned that they were building a video and graphic asset library covering key mission areas that residents wanted to know about, such as recycling, economic development, public safety, tourism, recreation, and environmental stewardship. He relayed that these were intended to be reusable PSAs that reinforced the County's key focus areas through consistent, high-quality messaging, and opined that these assets were important to have available because they allowed them to share turnkey messages without having to recreate them each time. He remarked that over time, they were planning to restructure their YouTube channel, as it currently functioned primarily as a repository for County produced videos, and that they were planning to transform it into a strategic content channel with curated playlists, search engine optimization (SEO), and consistent branding. He related that YouTube was the second-largest search engine globally, and that viewing on smart TVs and mobile devices continued to grow; therefore, they were positioning themselves where audiences were going. He commented that they were training the public communications staff and department subject matter experts to capture quality smartphone photography and videography by meeting regularly with staff from various departments to help them learn how to provide usable field content. He mentioned that the Office of Fire Rescue sent them photos of a cow and a horse rescued from holes in the ground recently, and that their lead PIO worked with them to develop social media copy, noting that the content generated thousands of likes, comments, and shares even though they never left the office to obtain it. He pointed out that their content coordinators were equipped with kits that enabled them to capture high quality video and audio on their cell phones, and noted that national research showed that audiences increasingly responded to authentic, timely content rather than highly polished, generic posts alone. He commented that they were also leveraging 'thumb-stopper' strategies, which was content that made people stop scrolling because it felt relevant or had an audience hook, and that one of his goals was to continue being timely with their information and relaying that information while it was relevant. He remarked that they were adding the capability to livestream offsite community meetings, and not just BCC meetings in the Board Chambers, such as ribbon cuttings, new fire stations, and liberty tree events, noting that they would like to share those with the community as they were happening. He stated that this would improve transparency, expand access for residents who could not attend in person, and create archived content for on-demand viewing. He related that they continued to formalize their AI workflows, and that they had been using AI tools successfully and cautiously. He commented that they were currently documenting processes, establishing quality control protocols, and creating standard operating procedures, which would reduce friction, speed up onboarding during turnover, and ensure consistency and shared understandings around responsible, effective AI use. He opined that when used effectively and wisely, AI was a tool that could help them do more with less, and that it could help them keep up with the demands for their services. He stated that beyond their current initiatives, they were exploring several strategic opportunities to extend reach and cover gaps, starting with utilizing geographic localization. He explained that Lake County had a large footprint, and that when this was combined with the volume of news the County generated, broadcasting countywide messages

could overwhelm residents with information that may not necessarily apply to them. He commented that they would explore how they could better leverage platforms, such as Nextdoor and SMS geofencing, to deliver location-specific content; additionally, they were also exploring how to better engage hyperlocal media channels, such as smaller print outlets, to deliver the right message to the right audiences, noting that these explorations would be guided by the principle that they needed to meet residents where they were. He opined that non-emergency text communications for residents should be considered, and noted that social media did not reach all demographics equally. He relayed that SMS had a 98 percent open rate compared to 20 percent for email, and was particularly effective with senior residents, noting that they would explore platforms that allowed opt-in subscriptions for alerts, events, and updates. He remarked that they would also consider environmental signage and digital displays in public facilities, and pointed out that not every resident was digitally engaged; furthermore, physical information in spaces where people already interacted with County services would complement their digital strategy. He commented that the full strategic plan would include detailed recommendations on video content expansion, building a network of community partners who could amplify our messages through trusted relationships, data-driven content optimization, and formal governance structures for managing communications requests, noting that these things were currently under way. He stated that the Office of Communications FY 2027 proposed budget of $1,204,621 included a two percent decrease in personal services due to movement of employees to IT, which resulted in a net decrease of 1.9 percent, and that the Document Services proposed budget of $403,196 included a 7.3 percent increase in personal services, which was related to wage increases and insurance costs.

Commr. Campione opined that this was great news, and said that the County had been hoping to see this.

OFFICE OF FACILITIES MANAGEMENT

Mr. Bobby Bonilla, Assistant County Manager, mentioned that he wanted to give the Board an overview of the structure under his responsibility, which included the Public Works Department and the Offices of Facilities Management and Fleet Management, and that even though they started with 242 FTEs, they were currently at 207, noting that 18 employees were reassigned in alignment with other missions in different departments. He stated that he wanted to introduce the team under his purview so that the Board could know who they were, including the following: Ms. Cathie Catasus, Water Quality Lab Program Manager for the Office of Parks and Trails; Ms. Wendy Poag, Public Lands Manager for the Office of Parks and Trails; Ms. Lindsaia Johansmeyer, Director for the Office Of Parks and Trails; Ms. Angela Harrold, Operations Director for the Offices of Facilities Management and Parks and Trails, noting that she was also responsible for the Lake County Fairgrounds, the Mosquito Management Division, and Public Lands; Ms. Blanche Hardy, Hydrogeologist for the Office of Water Resources; and Mr. Justin Elkins, Director for the Office of Water Resources. He expressed appreciation to the County Manager for her leadership in reorganizing and allowing them to be more efficient, remove areas of duplicative work, close critical gaps, and improve oversight and accountability.

Ms. Harrold commented that the Office of Facilities Management had 30 FTEs, including a facilities management director, a financial analyst, the facilities manager, construction program managers, energy management, facilities maintenance, the jail and LCSO maintenance, contract administration, and a data specialist. She remarked that their mission was to provide strategic oversight of County facility construction and capital improvement projects while ensuring safe, functional, and well-maintained facilities that met the needs of the community; additionally, they delivered high-quality infrastructure and services through proactive administration, sound financial management, and strategic planning to enhance stakeholder well-being and productivity. She mentioned that there were 127 County-owned buildings and 32 leased buildings, totaling 159 buildings, which was over two million square feet, and that these buildings supported the BCC offices, the Offices of Fire Rescue and Library Services, and the Constitutional Officers. She related that in September 2025, the Office of Facilities transitioned under Mr. Bonilla and herself, and that some of the staff was transitioned from the warehouse on County Road (CR) 473 to the CAB so that they could work together and learn from one another. She stated that they also did a realignment of the construction program manager area, and noted that since there was a previous construction project manager contract worth about $1 million, they decided to bring that work inhouse, train the staff, and get rid of the contract. She said that in December 2025, they hired Mr. Louis Deleon as the new Director for the Office of Facilities Management, and that he would give the next part of the presentation.

Mr. Deleon mentioned that he would like to highlight the significant progress his team had made across a range of projects and initiatives that strengthened infrastructure, improved operational efficiency, and built staff capability, including major and minor accomplishments and a strong investment in their team through targeted training and certifications to keep skills current and effective. He relayed that there was a variety of work requests managed by Archibus, which was the work order system that helped them maintain intake and execution of work on the maintenance side, and that this work ranged from routine up to major repairs. He pointed out that the pictures showed his team in action from making ADA improvements to rebuilding decks, and that it reflected the broad scope of work and services needed to maintain safe and functional County facilities. He remarked that the construction program managers currently had 25 major and 14 minor projects underway organized by phase, and that some of the recent completions included the Board Chambers bathroom and the digital signage throughout the CAB. He commented that the emergency medical services (EMS) fleet renovation to modernize and centralize operations was completed in one year, improving efficiency and response readiness for Lake County, and that upgrades included expanded storage, shared office space, awnings, and equipment lifts to enhance safety and workflow and to strengthen operations, communication, and emergency response. He relayed that renovation efforts for Fire Stations 91 and 109 included comprehensive interior and exterior upgrades, such as the addition of bunk rooms, officer quarters, kitchen facilities, and gear storage areas, and that these renovations were intended to improve functionality, safety, and emergency response readiness. He stated that the CAB energy efficient window replacement was completed over a two-month period with careful coordination to

minimize impacts to the stakeholders, and that the project replaced 281 windows across four floors to improve energy efficiency and building performance. He pointed out that this was supported by a 48 percent U.S. Department of Energy (DOE) grant, and that additional upgrades included window framing, drywall, painting, and new blinds, with portions of the work completed inhouse by their maintenance team. He mentioned that the renovation of the second floor for the building at 320 West Main Street was a nine-month project that focused on the reconfiguration of space to support the Office of Planning and Zoning as well as the Office of Building Services, and that improvements included the construction of new offices, cubicle areas, upgraded restrooms, a kitchen area, enhanced lobby, and conference room space, noting that a future roof replacement was in the plans for this facility. He commented that the detention center prelude sewage project was completed ahead of its 31-day schedule thanks to the strong leadership team, and that the work restored proper sewage function through drainage improvements, manhole adjustments, pipe repairs, and full site restoration. He pointed out that this was critical, as it affected the housing unit impacting over 100 inmates, and that the entire section of the detention center had to be shut down and inmates relocated outside of Lake County. He remarked that with the project complete, the LCSO could begin negotiations to house up to 120 female federal inmates, creating a new revenue opportunity of about $159 per day per inmate. He relayed that they had a strong commitment to ongoing training, including the following: heating, ventilation, and air conditioning (HVAC); construction management; education; specialized certifications, such as locksmith and fire training; public safety facility planning seminars in coordination with the LCSO; and statewide networking seminars. He elaborated that these efforts drove continuous improvement to elevate staff capability and enhance the operational efficiency for Lake County. He mentioned that team feedback of the damage assessment form revealed gaps in the old paper-based damage assessment process, which was slow and often lacked details required by Federal Emergency Management Administration (FEMA), and that in response, they developed a digital GIS based form that enabled real-time collection and submission of damage data during incidences, such as hurricanes and severe storms. He pointed out that this streamlined approach significantly improved the speed and accuracy of reporting, and that it also strengthened FEMA's compliance and supported quicker reimbursement back to the County. He also remarked that they were advancing a secure contract badging portal with IT to replace the paper and e-mail based process, which risked exposure to personally identifiable information (PII), and that the new digital system streamlined data collection, reduced manual paperwork, improved accuracy, strengthened security, and enabled quicker processing and better coordination between departments for significant operational efficiency. He indicated appreciation to the Board for their dedicated leadership and commitment to serve the residents of Lake County, and said that he wanted to recognize the County Manager for her strong leadership and for providing clear direction to all departments.

Ms. Harrold showed a graph of the square footage per team, and relayed that this included the following: energy management, which included HVAC and had the largest footprint; building maintenance; and the LCSO maintenance, which had a large footprint because of the jail. She displayed a graph of the work requests per team, and explained that as a work request came in to

the Archibus system, it was sent to appropriate team, which included the following: contract management, which was the largest; building maintenance; LCSO maintenance; energy management; and construction program manager when the work request was larger and became a capital project. She showed a graph of the annual work requests, and said that the numbers had grown since 2021 to about 8,500 in the previous year, which she opined was much work for their 30 FTEs. She displayed a graph comparing the square footage of buildings to other similar Counties, and stated that Lake County was second to the last with about 2.1 million square feet. She showed graphs comparing the number of buildings and the square feet per FTE with Seminole, Marion, and Sumter Counties, and commented that each of their employees was responsible for about 72,000 square feet of County buildings and Constitutional Officers' buildings, opining that this was a large workload. She related that their FY 2027 proposed budget was $19,576,295, and noted the following: total expenditures decreased 11.1 percent; personal services increased due to employee wage and insurance increases as well as reclassifications for construction program managers; operating expenses increased due to fuel costs, increases in contracts, and fleet expenses; and their capital outlay decreased, as the funding for the chiller project for the detention center was going to be used for other priorities, such as replacing air handler units and the automated system for the building, noting that they would identify a grant to help pay for a new chiller system for the detention center, which allowed them to give back about $2.9 million.

Commr. Parks asked about fuel costs, and inquired how they would factor that into the budget.

Ms. Harrold replied that this may have to be addressed.

Ms. Barker remarked that they had looked at comparing their costs through the County-owned fuel stations versus a public gas station, and that they were always looking for the most cost-effective purchase. She explained that the fleet director would notify all employees to use County fuel stations or public gas stations for gas purchases depending on which was cheaper, and that they were continually reviewing that. She mentioned that it was not always efficient to use County sites for ambulances, as they needed to obtain gas where they were located, and noted that gas prices were having an effect.

Commr. Campione expressed appreciation for the presentation, and opined that Mr. Deleon had given them much confidence that the work was being done and that they were handling it well.

OFFICE OF FLEET MANAGEMENT

Mr. Bonilla related that they were currently operating the fleet with the fleet manager, and that there were three key vacant positions that they were working through the process to fill. He pointed out that with the reorganization, Ms. Grace Burgos, Financial Coordinator Manager for the Office Of Parks and Trails, was currently the financial manager for all the offices and departments, which were centralized in one building under one director, and that the Public Works Department was currently in one building with the financial team in the second building across the street. He stated that Mr. Paul Rade was the Fleet Manager for the Office Of Fleet Management, and opined that he had done a great job.

Mr. Rade commented that the Office of Fleet Management provided a full range of fleet services to the BCC and other Constitutional Offices in Lake County, and that there were 16 FTEs, who maintained over 1,100 assets, including EMS. He stated that some of their accomplishments included the following: made the 100 best fleets with the North American Fleet Association (NAFA); named a notable fleet by the American Public Works Association (APWA); and cultivated a new safety culture. He mentioned that their efficiencies included the following: eliminated the old fleet software and cancelled the subscription; completed an audit of the Samsara Camera System to find cost savings by cancelling licenses that were not in use; cross-trained all technicians so that they could work on all assets to limit downtime; and revised the fleet process to surplus assets and maximize the resale value. He remarked that fleet benchmarks showed that with light and medium duty vehicles, the Lake County fleet management was $54 per hour lower than using outside labor, and that with heavy duty assets, they were $60 per hour lower than using outside labor.

Commr. Smith questioned if Lake County had a partnership with Lake Technical College (Lake Tech), and Mr. Rade indicated that they did. Commissioner Smith then inquired how that partnership was going.

Mr. Rade answered that it was going very well, and that they used Lake Tech students for some their body work, noting that anytime the school was open, this was his first option.

Commr. Smith asked if they were using them for heavy equipment or diesel trucks, and Mr. Rade denied this. Commissioner Smith questioned if they were training them or hiring them for their staff.

Mr. Rade replied that they were not doing this currently; however, he wanted to reimplement the process of bringing the students over and involving them.

Mr. Bonilla mentioned that from conversations with the City of Tavares, there were some opportunities for a partnership with the facility they had, and that they were working on that. He commented that one of their goals was the separation of responsibilities and duties in the fleet area, and that the FY 2027 proposed budget of $4,341,481 would be updated with the latest numbers, noting that they expected the percentage to decrease.

PUBLIC WORKS DEPARTMENT

Commr. Campione asked if there was any word from the Florida Department of Transportation (FDOT) about Britt Road.

Mr. Jeff Earhart, Engineering and Operations Director for the Public Works Department, replied that they would bid on May 19, 2026.

Mr. Bonilla remarked that because of the next phase of the reorganization, he wanted to introduce Mr. Mike Olka, Engineering and Operations Director for the Public Works Department, for the south district with Mr. Adam Sherk, Roads Superintendent for the Public Works Department, noting that as e-mails came in, those e-mails or requests were transferred to the south, central, or north districts, as it was more efficient with less chances for miscommunication; additionally, in the central district was Mr. Earhart and Mr. Donnie Gardner, Roads Superintendent for the Public Works Department, and in the north was Mr. Seth Lynch, Engineering and

Operations Director for the Public Works Department, and Mr. Jeff Johnson, Roads Superintendent for the Public Works Department. He commented that he was very pleased with the work they were doing, and that they would continue to make adjustments and improvements as warranted, as it was a work in progress and the first of many reorganizations in the Public Works Department. He reiterated that the Public Works Department was currently in one building, including the engineers and the operations supervisors, and said that the overview showed the areas that they were responsible for, which included traffic operations and what they maintained in signals and signs. He mentioned that the Public Works Department was responsible for maintenance, repairs, and capital improvements on 24 bridges and nine culverts, and he showed their locations in relation to the south, central, and north districts, noting that they were inspected by FDOT. He pointed out that in the central part of the county, there were 11 bridges, and that in the south part of the county there were nine bridges and four culverts. He displayed the current organizational chart, and said that even though they started with 112 employees, they were down to 95. He relayed that even though they would continue to consider areas that may need additional assistance, they wanted to minimize the overall organization and maximize the resources available in different parts of the organization, noting that the breakdown of the FTEs would continue to be looked at on an as needed basis, providing for improved oversight and accountability.

Mr. Earhart stated that he would go through some of their accomplishments, opining that there were many great things that the Public Works Department had done. He commented that they had worked on seven vacation petitions, and that their survey group had worked on 47 different projects that did not have to be outsourced to outside surveyors and had overseen multiple construction projects, including signals, the North Hancock Road extension, and Citrus Grove Road phase five. He relayed that they designed over 11 traffic signals, with 22 under construction, and that they were monitoring over 202 traffic signals, noting that many of the designs were being done inhouse to save funding, including the following: concept designs and file designs on roundabouts; updates on the Wekiva Trail phase two construction plans from the plans done about seven or eight years prior; and some turn lanes and sidewalk projects. He displayed a graph of the permitting activity by fiscal year, and said that this included the following: development applications had increased six percent since the previous year; right of way utilization permits had increased nearly 50 percent from the prior year, which were primarily driven by the increase in fiber and telecommunication companies wanting to install their particular services; and driveway permits were down slightly. He remarked that their road operations group had worked tirelessly to complete the following: over 2,200 maintenance requests; over 1,000 miles of roads mowed on a two-week cycle between April and November 2025 with 142 tons of litter removed; and tree trimming on 63 miles of roads throughout the county. He commented that they saw costs savings by lining pipes instead of replacing them, and that they had lined over 3,900 feet of pipes, noting that they replaced the pipe on Tammi Drive, which was about a 36-inch pipe, to equalize and allow residents continued access to their properties. He stated that Wolf Branch Road had been hardened with three six-inch pipes from just one and multiple erosion control efforts, and that for Round Lake Road, the County had purchased property, demolished a house, dug a deep pond, and fenced

the area, opining that adding storage here would have a great impact on the flooding that had happened in the past; additionally, there was a study on Lake Amos for a future design of this basin. He related that in 2025 they resurfaced of 26 miles of road throughout the county, and he showed pictures of the following: the Lakeshore Drive/Lake Eustis Drive resurfacing, which included crosswalks and road markings; the Hartwood Marsh Road resurfacing, which included extended shoulders on the sides and in the curve area, making it a great amenity and increasing the safety; the Excalibur Road resurfacing, where they were in the process of funding and installing lighting, noting that the City of Clermont would be funding the monthly fee for those lights; the Hammock Ridge Road resurfacing, which included markings and signage, opining that the black asphalt and bright striping made it more visible; the Holmes Road resurfacing, which had some markings and stop bars at the intersections but no other markings; the Johns Lake Road resurfacing, which also did not have markings; and the Sunnyside Drive resurfacing, which had markings on the curves to give people a visual cue that a curve was coming up. He remarked that some of the new roadways included the following: Green Mountain Connector/North Hancock Road, which was a $20 million project that was paid entirely by the developer in a public/private partnership in exchange for impact fee credits, had multiple roundabouts, and would provide a great connection to Wellness Way in the following six months; Citrus Grove Road phase five, which connected the Town of Montverde to the Cities of Clermont and Minneola, noting that it was an $8 million project with the bridge over the Florida Turnpike, which was being funded by the FDOT and would be maintained by Lake County once complete; and Wellness Way, reiterating that they were working on North Hancock Road in this area to get that connection from Hartwood Marsh Road to Wellness Way completed in the following six months. He showed pictures of some of the traffic signals, and said that 22 were constructed in the previous year and added to their system. He commented that there were many signs in the county, and that they had touched over 3,700 over the previous year with either new or replacement signs. He opined that the reorganization had been great with Mr. Lynch in the north, Mr. Olka in the south, and him in the center, and that since all the operations staff had been reorganized and was located in the same building, communicating and working as a single cohesive unit was much easier. He pointed out that they did many things inhouse, and that some of their efficiencies included the following: inhouse Commercial Driver's License (CDL) training; using AI to do roadway pavement analysis, which gave the condition of the road, noting that they scanned the photo and the laser gave them the number; and public/private partnerships, such as the developers who either paid the entire cost of the road or part of the cost, allowing them to bid and do work on those projects for the County. He stated that regarding benchmarks, they had about 1,400 miles of road and about 3,000 centerline miles, which was about 1,000 miles less that Polk County and right in line with Osceola County. He showed a graph of lane miles per road maintenance employee and total signal/beacon/flashers per technician, and remarked that each employee averaged about 44 miles of road, which he opined was a large task for one person, noting that each traffic signal technician averaged about 101 traffic signals. He displayed a graph comparing the Public Works Department budget to other Counties, and relayed that including gas tax and other supplemental funds, Lake County received about $23 million,

noting that Orange County received about $647 million. He mentioned that the estimated gas tax received was about $14 million, and that this was shared with the Cities and was relatively in line with Marion and Seminole Counties. He added that the gas tax per person was not consistent, and that Lake County averaged about $32 per person while smaller rural counties had higher amounts, noting that Sumter County was at $43 and Seminole County was at $24. He commented that they had many emergency projects in progress, and that Britt Road was on schedule to bid on May 19, 2026.

Mr. Bonilla related that regarding the reorganization, there would be a seat at the table for both traffic engineering and traffic planners as well as the construction side of it, and that when a new Public Works Department director was hired, there would be a council with five other members making the best decisions possible in terms of recommendations. He mentioned that some of the emergency projects included the following: the Empire Church Road sinkhole, noting that he had received some good news on the current morning about being able to close that project by the end of May 2026 or the first week in June 2026; the Lake Erie road sinkhole was ongoing, noting that they may have some substantial completion by the end of May 2026; the Abbey Hill Court depression site work had begun, noting that they were also coordinating with the City of Clermont for utilities, including overlay and asphalt; and the CR 44/Haynes Creek bridge deck would have much more focus as a result of the restructuring, as there were 24 bridges. He explained that bridges had a superstructure and a substructure, and that those were to be considered structural work, which was at a completely different level than maintenance and repair, such as mowing the grass and addressing graffiti. He elaborated that the pavement went from asphalt to concrete for a reason, as it was a structural component and needed to be addressed accordingly, and that moving forward, they would take every FDOT inspection report and ensure that these issues were addressed item by item. He mentioned that they were currently awaiting the engineers to provide the final design recommendations by the end of the current week, which would have to go to FDOT for approval, and that they would then go out to bid, opining that staff had done a great job and was monitoring the site several times per day. He pointed out that the proposed budget of $21,139,523 was a decrease of 7.8 percent, which was based on all the changes taking place, efficiencies, duplication of services, outsourcing some work, and doing work inhouse. He showed the FY 2027 proposed budget of $2,900,346 for the stormwater municipal services taxing unit (MSTU) fund, and said that there was much collaboration with the Lake County Water Authority (LCWA). He pointed out that no staff was being accounted for under this program, as staff had been realigned to where they needed to be, and that this funding was to address the water issues and to get boots on the ground where needed as necessary. He elaborated that not having this funding tied to personnel would allow them to get the work done sooner rather than later, and that there was now a dedicated funding source for stormwater, including capital outlay, maintenance, repair, and any conservation easements or stormwater acquisitions that were critical, noting that the intent was not to have any staff under this funding source moving forward.

Commr. Smith indicated his understanding that the County did not stripe the smaller roads, and that the road he lived on used to have a stripe on it 28 years prior. He inquired if there was a

way to do a single white stripe down the middle, opining that this would help drivers stay on their side of the road.

Mr. Olka replied that road striping was covered by the Manual on Uniform Traffic Control Devices (MUTCD), and that any striping would have to be compliant with that, such as yellow striping for the center line, a double yellow line for a no passing zone, or a dash for a passing zone.

Commr. Campione indicated her understanding that there could be a yellow skip, and Mr. Olka agreed.

Commr. Smith said that this would be fine as long as there was a line that urged people to stay on their side of the road.

Mr. Olka explained that the lack of center striping was compliant with MUTCD for roads that were 20 feet or less and had traffic below 1,000 cars, such as neighborhoods; however, they were optional.

Commr. Campione relayed her understanding that because they were optional, they would not be violating the rule by having them, and opined that the County could consider doing more of that.

Commr. Smith asked if people should let their district directors know when they found a road that might need to be considered for striping through their daily travels, and said that for him it would be Mr. Earhart.

Mr. Bonilla said that this was correct, and that they would take feedback on anything people might see in the south, central, or north districts. He mentioned that regarding restriping, they were going to be more proactive, and that since this was an issue that they were seeing throughout the county, they would go back and look at the roads.

Commr. Smith stated that he wanted to commend Mr. Bonilla, opining that he had set the bar very high for the other department heads, and that because of his efficiencies his was the only department so far that had a reduction in budget.

Commr. Morris recalled that the Board had discussed a five-cent gas tax a few months prior, and he wondered if the County was considering putting a referendum on the ballot for this.

Commr. Parks commented that he was in favor of that and wanted to do a millage rate trade-off; however, he expressed concern about campaigning for it, noting that it was not too late.

Commr. Smith opined that every major business in Lake County supported the five-cent gas tax.

Commr. Campione added that the Homebuilders Association of Lake-Sumter (HBA-LS) was very much in favor of it.

Commr. Smith stated that even though he was in favor of it, he could not bring it back up for a vote.

Commr. Parks opined that Robert's Rules of Order would not prohibit anybody from bringing it back up.

Commr. Campione recalled that it had been on the agenda as a supermajority vote, and relayed her understanding that if it was brought up as a referendum, then this would be a different request.

Ms. Marsh commented that this could be brought back to place on the ballot; however, because of timing, she would have to get that ordinance back to the Board quickly, as the Supervisor of Elections needed that soon, such as June 1, 2026, in order to get it published on the November 2026 ballot. She stated that if this was what the Board wanted to do, then this could be brought back at the May 19, 2026 meeting.

Commr. Morris remarked that he would like to see it on the agenda, and pointed out that the Lake County School Board referendum was going to be on the ballot at the same time, opining that everybody needed to know the full picture of what was needed.

Commr. Campione recalled that the last time the County was going to have it on the ballot, the first School Board referendum was going to be on the ballot, and that they decided not to do it because they did not want to jeopardize that referendum.

Commr. Morris related that he would like to see what it would look like, and opined that it could be brought to the Board to review.

Commr. Smith said that he agreed with that.

Ms. Marsh stated that they could bring an ordinance back, and that they would advertise it for a public hearing on the second meeting in May 2026.

Commr. Campione suggested that there be a conversation with the School Board to receive their input, ensuring that they were looking at the whole picture.

Commr. Smith opined that there were two different situations, and said that their situation was for infrastructure and roads, noting that the County was $700 million short. He commented that the School Board had their own priorities, and opined that it should go to the voters to decide.

Commr. Campione opined that it was good intergovernmental relations to have those conversations.

Commr. Morris commented that he heard many people talk about roads and infrastructure, and opined that the voters should have an opportunity to say yes or no.

Commr. Campione expressed concern about putting it forward and letting people understand the amount that would be generated and what could be accomplished, and said that she did not want people to assume that this would solve the $800 million worth of projects that were needed on a variety of roads in Lake County, many of which were State jurisdiction roads, such as State Road (SR) 19, SR 44, and SR 50, opining that those roads had large issues. She related that she had tried to do much outreach in that regard so that people would understand that there were County roads, State roads, and City roads, and opined that if the people chose to support the gas tax, they needed to know that they would be generating about $4 million per year for the County and about $4 million to be split by the Cities.

Commr. Morris opined that a map could be created showing the County's responsibility and the State's responsibility.

Commr. Parks mentioned that it reduced the total amount, and that more funding could be moved around, allowing the County to commit more funding to a State project as well, opining that all the roads should be listed in the ordinance from each district.

Commr. Campione commented that there were many roads.

Commr. Morris opined that many of the roads the County was not responsible for had the largest issues.

Commr. Parks remarked that if the roads were on the referendum, then people would see what roads would be affected by the vote.

Commr. Campione opined that this would give the impression that the County was going to use $4 million per year and fix all the chokepoints, and that it was important not to give the impression that the County was able to do more that it was able to do. She opined that even though much could be done with it, it had been sold by people, such as the HBA-LS, as funding that would fix all the issues, and that the County needed to be very realistic and transparent about what could be accomplished so that there were not misunderstandings in the long run.

Commr. Smith opined that the citizens of Lake County were intelligent enough to understand that it also depended on the number of vendors working on the roads and the number of roads that could be shut down to fix, and noted that there was a process to do this. He mentioned that studies had indicated that a five-cent gas tax would not raise gas prices by five cents, and that this would be absorbed by what gas station owners were getting currently over and above what other Counties were charging.

Commr. Parks recalled that the Board had discussed making this a five-year or ten-year deal before it would sunset and possibly be voted on again, and opined that it could list specific roads that would be done that much quicker.

Commr. Campione wondered if this applied to resurfacing.

Commr. Parks clarified that this could be in the ordinance, not on the ballot.

Commr. Campione opined that this information could be on the County's website, and that this could include the number of all the roads rated as fours and fives for a certain cost based on what the value of the dollar was currently and five years in the future, as well as the list of roads that could be resurfaced. She remarked that she would want to let people know the details, and opined that the issue was not the impact, but being transparent so that people knew what the County was actually able to do with the funds.

Commr. Morris asked if the County would fix the roads rated as fives first, or how they could make the most effective use of the funds.

Mr. Earhart replied that regarding resurfacing, they were addressing the worst roads first, and that since four was the lowest the roads ever reached, they would either mill and resurface or just resurface fours and then go to fives. He mentioned that a true pavement management system would start with preserving some of the sevens and eights so that they did not go down, noting that there were so many roads in the fours and fives, that they were not preserving the other roads. He commented that the funding would be going to just resurfacing and not capacity projects, such as the new Round Lake Road, Hooks Street, or CR 42 widening, and that they would have to take that $4 million and save it for multiple years to do those projects.

Commr. Morris opined that the County needed to take care of what it had and then try to find the funding for the other.

Mr. Earhart related that if they could do a pavement preservation project, then he would want to balance resurfacing some roads and preserving some roads.

Ms. Barker indicated her understanding that when they worked on resurfacing projects, they could do extended shoulders, noting that this would not a be capacity increase, as it was a safety improvement to the road.

Mr. Earhart said that this was correct, and remarked that they could do other things as well in the process.

Commr. Campione opined that this would help, including in areas where the narrow shoulders were crumbling, and that in her district there were crumbling shoulders and much patching. She expressed appreciation to the Road Operations Division for the work they were doing.

Mr. Earhart commented that they had added shoulders on CR 437, Hartwood Marsh Road, and Anderson Hill Road.

Commr. Morris opined that even though this would not be a silver bullet, it would be a start.

Commr. Smith opined that as long as the County was transparent about it, the citizens would understand.

Commr. Campione inquired if it was realistic to formulate a list of roads rated as fours and fives, as well as roads for preservation work, to work on over five or ten years, opining that it would be helpful for the Board to know what the information would look like for the public when voting to place it on a referendum.

Ms. Barker remarked that they could put this together, and recalled that in the previous presentation on this subject, they originally had a timeline of when all the roads rated as fours and fives would be addressed if the gas tax was approved, noting that they could go back and update that information and put together a list of the actual roads.

Commr. Parks indicated appreciation for the Public Works Department leadership team, and especially to Mr. Olka for what he was doing in the south part of the county, and noted he often received calls from him. He stated that he wanted to keep the conversation going about reducing the cost of building roads, doing things inhouse, using the County's designs, and using local contractors more to reduce the cost, opining that this was the other side of the equation that needed to be focused on.

Mr. Bonilla pointed out that the municipalities also contracted this work out, and that the County could do a holistic bid for pavement and get better pricing, noting that there were many options they were considering. He stated that they were talking to their counterparts at each of the Cities in the hopes of maximizing the bidding process with all the asphalt resurfacing done by the Cities to obtain better pricing; furthermore, they were looking at keeping much of the millings.

Commr. Parks relayed his understanding that the Public Works Department would do a large presentation in August 2026, and suggested that the Board could be updated then on how this was going.

OFFICE OF SOLID WASTE

Mr. David Salinas, Director for the Office of Solid Waste, related that his office managed the following: closed landfills; residential curbside collection; customer service; solid waste assessments; administration; scale services; the Keep Lake Beautiful program; and six convenience centers throughout the county that accepted household hazardous waste, municipal solid waste, recycling, and yard waste. He commented that that they had 31 FTEs, and said that regarding accomplishments, they rehomed 286 bicycles in their Re-Cycle program in the previous year.

Commr. Smith opined that people needed to understand what the County was doing with this program, and asked if Mr. Salinas would expand on this.

Mr. Salinas explained that every day, residents brought bicycles to their convenience centers, and that they would take those that were salvageable and repurpose them. He commented that residents could obtain six bicycles per year, which had been changed from two per quarter, so that a family with four children could obtain bicycles for them, noting that some residents had brought the bicycles back and traded them for larger bicycles as their children grew; additionally, the number of bicycles had gone up every year from 248 to 286.

Commr. Smith indicated his understanding that they took bicycles that had been thrown away, refurbished them, and then gave them back to the community, and he expressed appreciation to his team, opining that they were doing a fantastic job.

Mr. Salinas related that they had bought several new containers and a roll-off truck, and he showed pictures of the compactor unit used for municipal solid waste and the roll-off truck to haul those containers. He showed the numbers for the FY 2025 curbside collection, and said that they had added a total of 994 residential units, that waste was up approximately 0.01 percent or 52 tons, that recycling was up 3.9 percent or 566 tons, and that yard waste was up over 10 percent with 1,105 tons. He commented that in the prior year, Keep Lake Beautiful did the following: celebrated its 10-year anniversary; participated in 31 events; collected over 40 tons of litter, 41 tons of tires, and over two tons of household hazardous waste; and was awarded the Keep America Beautiful President's Circle Award, which recognized exemplary performance and creating clean, green, and beautiful communities. He relayed that regarding efficiencies, they had rolled out a decal program for residents visiting the convenience centers, and that residents could now prove residency once per year and be issued a decal for the vehicle, preventing the need for residents to prove residency for each visit. He showed a graph for the usage by convenience center for the prior three years, and commented that overall, there was a 17 percent increase in usage from FY 2024 to FY 2025, noting that some of that increase was due to Hurricane Milton. He displayed a graph of FY 2026 assessment rates for Lake County and surrounding Counties, and stated that since many factors determined assessment rates, the comparisons were not always fair. He relayed that even though some other Counties could not share the numbers for the following year's assessment, they had confirmed that the rates were increasing for Brevard, Volusia, and Orange Counties with the rates to be determined by the Boards, and noted that Orange County had recently procured new contracts while Seminole and Volusia Counties would have new contracts in the

following year. He showed a chart of the proposed assessment rates for FY 2027 with a $37 increase, and said that the current assessments were $368 for 1x1x1 service and $478 for 2x1x1 service. He remarked that the proposed rate increase of $37 was for both services and brought the rates to $405 for 1x1x1 service and $515 for 2x1x1 service, which was an increase of about $3.08 per month, and that the rate reflected the contract rate increases and the actual costs for providing collection services to the county residents. He showed a chart of the trends of collection and disposal rates since FY 2022, and commented that going forward, all contracts would be based on the cost performance index (CPI), as there were no contracted rates, with a maximum CPI of four percent for collection and three percent for disposal. He related that current rates would not cover the rising operational costs and would lead to a budget shortfall, and that the proposed increases would help close the gap and keep the budget in line with expected costs. He stated that the FY 2027 proposed budget of $42,561,412 for the Office of Solid Waste included long-term care, operations, and assessment, and that the bulk of the increase was attributable to the rising operational costs with the proposed assessment.

Commr. Parks indicated appreciation to Mr. Salinas for what he did, noting that there had been many meetings addressing the current situation and what was coming in a couple of years. He commented that he appreciated the bicycle program as well as the recycling project they did at Christmastime, opining that the display they set up was amazing; additionally, he expressed appreciation for focusing on customer service.

Mr. Salinas opined that he had a good team, and that they were working hard every day.

Commr. Smith pointed out that they were working on the central landfill station project that may come to fruition in the following year, and opined that it would help the County as a whole.

Commr. Campione remarked that this concluded the presentations.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 3:01 p.m.

_____

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____

GARY J COONEY, CLERK

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

DATE: 06/08/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Clerk's Consent Agenda

MEETING DATE: 6/23/2026
ITEM TYPE: Consent Item
ITEM ID: 43000

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Clerk's Consent Agenda (Items 1-3):
1. Notice is hereby provided of warrants paid prior to this meeting, pursuant to Chapter 136.06 (1) of the Florida Statutes, which shall be incorporated into the Minutes and filed in the Board Support Division of the Clerk's Office.
2. Notice is hereby provided of having received the Arlington Ridge Community Development District Proposed Budget for Fiscal Year 2027 in accordance with Section 190.008(2)(b), Florida Statutes for purposes of disclosure and information only.
3. Notice is hereby provided of having received the Southwest Florida Water Management District's Annual Comprehensive Financial Report for the fiscal year ended September 30, 2025.

BACKGROUND SUMMARY:

Fiscal Impact: None

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 06/08/2026
Marisol Saldana	Final Approval - 06/08/2026

ACTION TAKEN BY BOARD:

Action: New
Continued/Deferred Until:
Other:

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

DATE: 03/28/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42842
BY: Anita Ellis, Office Manager
SUBJECT: Park and Recreation Month Proclamation

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of a proclamation designating July 2026 as Park and Recreation Month in Lake County.

BACKGROUND SUMMARY: Cities and counties throughout the United States have approved proclamations declaring July as Park and Recreation Month since 1985.

Approval of the proclamation demonstrates support for the value and benefit of Parks and Recreation programs and events, reflects pride in Lake County's park system, and encourages people to use the County's parks.

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

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

July as Park and Recreation Month qualifies as a nationally recognized month under Policy LCC-96.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:

Attachments:

1.	Park and Recreation Month Proclamation 2026
2.	LCC-96 Provisions for Proclamations and Letters of Recognition

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STAFF APPROVALS AND DATES:

Anita Ellis	Created/Initiated - 03/28/2026
Grace Burgos	Approved - 04/03/2026
Lindsaia Johansmeyer	Approved - 04/03/2026
Angela Harrold	Approved - 04/06/2026
Roberto Bonilla	Approved - 04/07/2026
Kerri Andrews	Approved - 04/27/2026
Alexis Clark	Approved - 04/28/2026
Ron Falanga	Approved - 04/28/2026
Kandace Pourbaix	Approved - 04/28/2026
Miranda Lanoue	Approved - 04/28/2026
Jaime Stewart	Approved - 04/29/2026
Melanie Marsh	Approved - 05/04/2026
Jennifer Barker	Approved - 05/07/2026
Marisol Saldana	Final Approval - 05/07/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

PROCLAMATION
2026 - 34
PARK AND RECREATION MONTH

WHEREAS park and recreation programs enhance our quality of life by contributing to a healthy lifestyle, increasing communication skills, building self-esteem, teaching life skills, and providing places for enjoyment; and

WHEREAS park and recreation programs boost the economy, enhance property values, attract new business, increase tourism, and reduce crime; and

WHEREAS recreation builds family unity, strengthens neighborhood involvement, offers opportunity for social interaction, enhances education, develops creativity, and promotes cultural diversity; and

WHEREAS, our parks and trails ensure ecological beauty, provide space to enjoy nature, help maintain clean air and water, preserve plant and animal wildlife; and

WHEREAS recreation, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have been ill or disabled; and

WHEREAS the National Recreation and Park Association and the Florida Recreation and Park Association designated July as Park and Recreation Month.

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

Section 1. The Board of County Commissioners hereby designates July to be **"Park and Recreation Month"**
Section 2. All citizens are asked to join in this countywide celebration bringing recognition to all the benefits derived from the quality Parks and Recreation resources in Lake County.
Section 3. A copy of this Proclamation shall be spread upon the minutes of this meeting.
Section 4. This Proclamation shall take effect upon adoption.

DONE AND PROCLAIMED by the Board of County Commissioners of Lake County, Florida on this 23rd day of June 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

_____
SEAN M. PARKS, DISTRICT 2

_____
ANTHONY SABATINI, DISTRICT 1

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
MELANIE MARSH, COUNTY ATTORNEY

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS
County Policy

Title: Provisions for Proclamations and Letters of Recognition

Number: LCC-96

Cancels:

Approved: October 8, 2013

I. OBJECTIVE

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

II. DIRECTIVES

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

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

2. Major local events that will benefit the community.

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

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

III. RESERVATION OF AUTHORITY

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

Leslie Campione

_____

Leslie Campione
Chairman, Board of County Commissioners
Lake County

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

DATE:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: COUNTY ATTORNEY

MEETING DATE: 6/23/2026
ITEM TYPE: Consent Item
ITEM ID: 43038

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Attachments:

Paper:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Melanie Marsh	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Jaime Stewart	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred Until:

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

DATE: 06/17/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 43039
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Supervisor of Elections Precinct Changes

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Supervisor of Elections request for precinct changes. There is no fiscal impact.

BACKGROUND SUMMARY: Pursuant to Section 101.001, Florida Statutes, the Board of County Commissioners (Board), upon the recommendation and approval of the Supervisor of Elections (Supervisor), shall alter and/or create precincts for voting in Lake County. The Supervisor is recommending the Board approve the altering of precincts as identified herein to comply with 2026 Florida Congressional redistricting changes. The changes affect three addresses.

Fiscal Impact: None.

Account No.:

Advertised Date:
Paper:
Attachments:

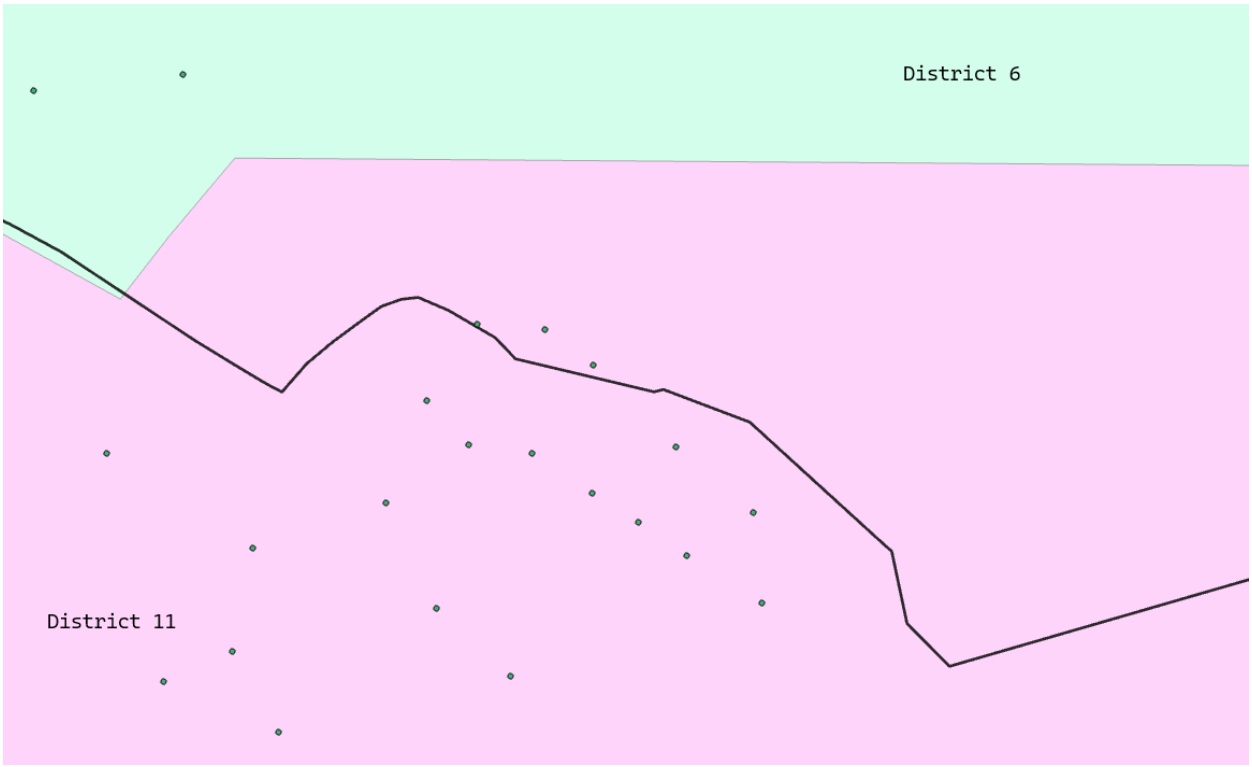
1.	2026 Cong_Redist_Explanation

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 06/17/2026
Melanie Marsh	Approved - 06/17/2026
Melanie Marsh	Approved - 06/17/2026
Jennifer Barker	Approved - 06/17/2026
Marisol Saldana	Final Approval - 06/17/2026

ACTION TAKEN BY BOARD:
Action: New
Continued/Deferred Until:
Other:

2026 Congressional District Precinct Line Change Explanation

- Due to the 2026 Florida Congressional Redistricting changes, Lake County has a small line change that will affect only a few voters that reside in precinct 540. The precinct line change will move three addresses to precinct 520 for a new voting location for these residents.
- 

The pink and green shade areas are the old borders.

The black line going through the middle map is the new border with the 3 dots above the line in the pink being the only addresses affected by the redistricting.

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

DATE: 03/13/2026 **MEETING DATE:** 6/23/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42815
BY: Kimberly Haskins, Assessment Coordinator
SUBJECT: Certification of Fiscal Year 2027 Assessment Rolls for MSBU's

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of seven Resolutions providing for certification of the non-ad valorem assessment rolls for the Greater Groves Municipal Service Benefit Unit, Greater Hills Municipal Service Benefit Unit, Greater Pines Municipal Service Benefit Unit, Picciola Island Subdivision, Sylvan Shores Subdivision, Valencia Terrace Subdivision, and the Village Green Subdivision for the Fiscal Year beginning October 1, 2026. The total amount to be collected for these MSBU's is $1,109,549.96.

BACKGROUND SUMMARY: In accordance with Section 197.3632, Florida Statutes, the assessment rolls for all assessments and municipal service benefit units must be certified to the Tax Collector on or before September 15 annually. These non-ad valorem assessments are collected by the County on the property taxes of the homeowners within the subdivisions and fund general improvement maintenance services and street lighting within the respective subdivision. The required maintenance services are the responsibility of the subdivisions. The attached resolutions authorize the Chairman to certify the respective non-ad valorem assessment rolls for Fiscal Year 2027.

Fiscal Impact: The fiscal impact is $1,109,549.96 (revenue) across various MSBU funds.

Account No.:

Advertised Date: Paper:
Attachments:

1.	FY 2027 Greater Groves Certification Resolution
2.	FY 2027 Greater Hills Certification Resolution
3.	FY 2027 Greater Pines Certification Resolution
4.	FY 2027 Picciola Island Certification Resolution
5.	FY 2027 Sylvan Shores Certification Resolution
6.	FY 2027 Valencia Terrace Certification Resolution
7.	FY 2027 Village Green Certification Resolution

STAFF APPROVALS AND DATES:
Kimberly Haskins Created/Initiated - 03/13/2026

Ron Falanga	Approved - 03/13/2026
Kandace Pourbaix	Approved - 03/14/2026
Miranda Lanoue	Approved - 04/22/2026
Jaime Stewart	Approved - 04/22/2026
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:

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, PROVIDING FOR CERTIFICATION OF ASSESSMENT ROLL FOR GREATER GROVES MUNICIPAL SERVICES BENEFIT UNIT; PROVIDING FOR CERTIFIED COPIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 9, 2024, the Board of County Commissioners held a public hearing and adopted Resolution No. 2024-91, which approved a non-ad valorem assessment for the Greater Groves Municipal Services Benefit Unit for the provision of general municipal services and facilities; provided for authority; provided for findings as to the need for the non-ad valorem assessment levy and benefits accrued; provided for approval of a non-ad valorem assessment rate schedule for multiple years consisting of Fiscal Years 2025, 2026, 2027, 2028, and 2029; provided for the methodology utilized for the rate schedule; provided for approval of a non-ad valorem assessment roll; provided for proof of publication; provided for method of payment of non-ad valorem assessments; provided for effect of adoption of resolution; provided for certified copies; provided for certification of assessment roll; provided for an effective date of the rate schedule and roll; and provided for an effective date; and,

WHEREAS, on December 20, 2005, the Board of County Commissioners adopted Resolution No. 2005-215 which expressed the intent of the Board of County Commissioners to utilize the uniform method of the levy, collection, and enforcement of non-ad valorem assessments for municipal facilities and municipal services, pursuant to Section 197.3632, Florida Statutes; and,

WHEREAS, certified copies of the resolution were forwarded to the Property Appraiser, Tax Collector, and State of Florida, Department of Revenue, as required by Section 197.3632; and,

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the Chairman of the Board of County Commissioners shall certify the non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15 of each year.

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

SECTION 1. WHEREAS CLAUSES. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

SECTION 2. CERTIFICATION. The Chairman of the Board of County Commissioners hereby certifies the non-ad valorem assessment roll for the Greater Groves Municipal Services Benefit Unit for general municipal services and facilities assessment, on compatible electronic medium to the Lake County Tax Collector, a copy of which is available in the Administration Building, Room 421, 315 West Main Street, Tavares, Florida as provided for in Section 197.3632, Florida Statutes.

SECTION 3. CERTIFIED COPIES. The Clerk of the Board of County Commissioners is hereby directed to forward certified copies of this Resolution to the Lake County Tax Collector and Lake County Property Appraiser.

SECTION 4. EFFECTIVE DATE OF ASSESSMENT ROLL. The Non-Ad Valorem Assessment Roll shall be effective October 1, 2026.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

DONE AND RESOLVED this 23rd day of June, 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

RESOLUTION NO. 2026-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, PROVIDING FOR CERTIFICATION OF ASSESSMENT ROLL FOR GREATER HILLS MUNICIPAL SERVICES BENEFIT UNIT; PROVIDING FOR CERTIFIED COPIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 9, 2024, the Board of County Commissioners held a public hearing and adopted Resolution No. 2024-92, which approved a non-ad valorem assessment for the Greater Hills Municipal Services Benefit Unit for the provision of general municipal services and facilities; provided for authority; provided for findings as to the need for the non-ad valorem assessment levy and benefits accrued; provided for approval of a non-ad valorem assessment rate schedule for multiple years consisting of Fiscal Years 2025, 2026, 2027, 2028, and 2029; provided for the methodology utilized for the rate schedule; provided for approval of a non-ad valorem assessment roll; provided for proof of publication; provided for method of payment of non-ad valorem assessments; provided for effect of adoption of resolution; provided for certified copies; provided for certification of assessment roll; provided for an effective date of the rate schedule and roll; and provided for an effective date; and,

WHEREAS, on December 20, 2005, the Board of County Commissioners adopted Resolution No. 2005-215 which expressed the intent of the Board of County Commissioners to utilize the uniform method of the levy, collection, and enforcement of non-ad valorem assessments for municipal facilities and municipal services, pursuant to Section 197.3632, Florida Statutes; and,

WHEREAS, certified copies of the resolution were forwarded to the Property Appraiser, Tax Collector, and State of Florida, Department of Revenue, as required by Section 197.3632; and,

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the Chairman of the Board of County Commissioners shall certify the non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15 of each year.

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

SECTION 1. WHEREAS CLAUSES. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

SECTION 2. CERTIFICATION. The Chairman of the Board of County Commissioners hereby certifies the non-ad valorem assessment roll for the Greater Hills Municipal Services Benefit Unit for general municipal services and facilities assessment, on compatible electronic medium to the Lake County Tax Collector, a copy of which is available in the Administration Building, Room 421, 315 West Main Street, Tavares, Florida as provided for in Section 197.3632, Florida Statutes.

SECTION 3. CERTIFIED COPIES. The Clerk of the Board of County Commissioners is hereby directed to forward certified copies of this Resolution to the Lake County Tax Collector and Lake County Property Appraiser.

SECTION 4. EFFECTIVE DATE OF ASSESSMENT ROLL. The Non-Ad Valorem Assessment Roll shall be effective October 1, 2026.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

DONE AND RESOLVED this 23rd day of June, 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

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, PROVIDING FOR CERTIFICATION OF ASSESSMENT ROLL FOR GREATER PINES SUBDIVISION; PROVIDING FOR CERTIFIED COPIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 9, 2024, the Board of County Commissioners held a public hearing and adopted Resolution No. 2024-93, which approved a non-ad valorem assessment for the Greater Pines Subdivision for the provision of general municipal services and facilities; provided for authority; provided for findings as to the need for the non-ad valorem assessment levy and benefits accrued; provided for approval of a non-ad valorem assessment rate schedule for multiple years consisting of Fiscal Years 2025, 2026, 2027, 2028, and 2029; provided for the methodology utilized for the rate schedule; provided for approval of a non-ad valorem assessment roll; provided for proof of publication; provided for method of payment of non-ad valorem assessments; provided for effect of adoption of resolution; provided for certified copies; provided for certification of assessment roll; provided for an effective date of the rate schedule and roll; and provided for an effective date; and,

WHEREAS, on December 20, 2005, the Board of County Commissioners adopted Resolution No. 2005-215 which expressed the intent of the Board of County Commissioners to utilize the uniform method of the levy, collection, and enforcement of non-ad valorem assessments for municipal facilities and municipal services, pursuant to Section 197.3632, Florida Statutes; and,

WHEREAS, certified copies of the resolution were forwarded to the Property Appraiser, Tax Collector, and State of Florida, Department of Revenue, as required by Section 197.3632; and,

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the Chairman of the Board of County Commissioners shall certify the non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15 of each year.

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

SECTION 1. WHEREAS CLAUSES. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

SECTION 2. CERTIFICATION. The Chairman of the Board of County Commissioners hereby certifies the non-ad valorem assessment roll for the Greater Pines Subdivision for general municipal services and facilities assessment, on compatible electronic medium to the Lake County Tax Collector, a copy of which is available in the Administration Building, Room 421, 315 West Main Street, Tavares, Florida as provided for in Section 197.3632, Florida Statutes.

SECTION 3. CERTIFIED COPIES. The Clerk of the Board of County Commissioners is hereby directed to forward certified copies of this Resolution to the Lake County Tax Collector and Lake County Property Appraiser.

SECTION 4. EFFECTIVE DATE OF ASSESSMENT ROLL. The Non-Ad Valorem Assessment Roll shall be effective October 1, 2026.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

DONE AND RESOLVED this 23rd day of June, 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

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, PROVIDING FOR CERTIFICATION OF ASSESSMENT ROLL FOR PICCIOLA ISLAND SUBDIVISION; PROVIDING FOR CERTIFIED COPIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 9, 2024, the Board of County Commissioners held a public hearing and adopted Resolution No. 2024-94, which approved a non-ad valorem assessment for the Picciola Island Subdivision for the provision of street lighting services; provided for authority; provided for findings as to the need for the non-ad valorem assessment levy and benefits accrued; provided for approval of a non-ad valorem assessment rate schedule for multiple years consisting of Fiscal Years 2025, 2026, 2027, 2028 and 2029; provided for the methodology utilized for the rate schedule; provided for approval of a non-ad valorem assessment roll; provided for proof of publication; provided for method of payment of non-ad valorem assessments; provided for effect of adoption of resolution; provided for certified copies; provided for certification of assessment roll; provided for an effective date of the rate schedule and roll; and provided for an effective date; and,

WHEREAS, on December 20, 2005, the Board of County Commissioners adopted Resolution No. 2005-215 which expressed the intent of the Board of County Commissioners to utilize the uniform method of the levy, collection, and enforcement of non-ad valorem assessments for street lighting services, pursuant to Section 197.3632, Florida Statutes; and,

WHEREAS, certified copies of the resolution were forwarded to the Property Appraiser, Tax Collector, and State of Florida, Department of Revenue as required by Section 197.3632; and,

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the Chairman of the Board of County Commissioners shall certify the non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15 of each year.

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

SECTION 1. WHEREAS CLAUSES. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

SECTION 2. CERTIFICATION. The Chairman of the Board of County Commissioners hereby certifies the non-ad valorem assessment roll for the Picciola Island Subdivision street lighting services assessment, on compatible electronic medium to the Lake County Tax Collector, a copy of which is available in the Administration Building, Room 421, 315 West Main Street, Tavares, Florida as provided for in Section 197.3632, Florida Statutes.

SECTION 3. CERTIFIED COPIES. The Clerk of the Board of County Commissioners is hereby directed to forward certified copies of this Resolution to the Lake County Tax Collector and Lake County Property Appraiser.

SECTION 4. EFFECTIVE DATE OF ASSESSMENT ROLL. The Non-Ad Valorem Assessment Roll shall be effective October 1, 2026.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

DONE AND RESOLVED this 23rd day of June, 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

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, PROVIDING FOR CERTIFICATION OF ASSESSMENT ROLL FOR SYLVAN SHORES SUBDIVISION; PROVIDING FOR CERTIFIED COPIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 9, 2024, the Board of County Commissioners held a public hearing and adopted Resolution No. 2024-95, which approved a non-ad valorem assessment for the Sylvan Shores Subdivision for the provision of street lighting services; provided for authority; provided for findings as to the need for the non-ad valorem assessment levy and benefits accrued; provided for approval of a non-ad valorem assessment rate schedule for multiple years consisting of Fiscal Years 2025, 2026, 2027, 2028, and 2029; provided for the methodology utilized for the rate schedule; provided for approval of a non-ad valorem assessment roll; provided for proof of publication; provided for method of payment of non-ad valorem assessments; provided for effect of adoption of resolution; provided for certified copies; provided for certification of assessment roll; provided for an effective date of the rate schedule and roll; and provided for an effective date; and,

WHEREAS, on February 21, 2017, the Board of County Commissioners adopted Resolution No. 2017-13 which expressed the intent of the Board of County Commissioners to utilize the uniform method of the levy, collection, and enforcement of non-ad valorem assessments for street lighting services, pursuant to Section 197.3632, Florida Statutes; and,

WHEREAS, certified copies of the resolution were forwarded to the Property Appraiser, Tax Collector, and State of Florida, Department of Revenue as required by Section 197.3632; and,

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the Chairman of the Board of County Commissioners shall certify the non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15 of each year.

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

SECTION 1. WHEREAS CLAUSES. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

SECTION 2. CERTIFICATION. The Chairman of the Board of County Commissioners hereby certifies the non-ad valorem assessment roll for the Sylvan Shores Subdivision street lighting services assessment, on compatible electronic medium to the Lake County Tax Collector, a copy of which is available in the Administration Building, Room 421, 315 West Main Street, Tavares, Florida as provided for in Section 197.3632, Florida Statutes.

SECTION 3. CERTIFIED COPIES. The Clerk of the Board of County Commissioners is hereby directed to forward certified copies of this Resolution to the Lake County Tax Collector and Lake County Property Appraiser.

SECTION 4. EFFECTIVE DATE OF ASSESSMENT ROLL. The Non-Ad Valorem Assessment Roll shall be effective October 1, 2026.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

DONE AND RESOLVED this 23rd day of June, 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

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, PROVIDING FOR CERTIFICATION OF ASSESSMENT ROLL FOR VALENCIA TERRACE SUBDIVISION; PROVIDING FOR CERTIFIED COPIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 9, 2024, the Board of County Commissioners held a public hearing and adopted Resolution No. 2024-96, which approved a non-ad valorem assessment for the Valencia Terrace Subdivision for the provision of street lighting services; provided for authority; provided for findings as to the need for the non-ad valorem assessment levy and benefits accrued; provided for approval of a non-ad valorem assessment rate schedule for multiple years consisting of Fiscal Years 2025, 2026, 2027, 2028, and 2029; provided for the methodology utilized for the rate schedule; provided for approval of a non-ad valorem assessment roll; provided for proof of publication; provided for method of payment of non-ad valorem assessments; provided for effect of adoption of resolution; provided for certified copies; provided for certification of assessment roll; provided for an effective date of the rate schedule and roll; and provided for an effective date; and,

WHEREAS, on December 20, 2005, the Board of County Commissioners adopted Resolution No. 2005-215 which expressed the intent of the Board of County Commissioners to utilize the uniform method of the levy, collection, and enforcement of non-ad valorem assessments for street lighting services, pursuant to Section 197.3632, Florida Statutes; and,

WHEREAS, certified copies of the resolution were forwarded to the Property Appraiser, Tax Collector, and State of Florida, Department of Revenue, as required by Section 197.3632; and,

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the Chairman of the Board of County Commissioners shall certify the non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15 of each year.

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

SECTION 1. WHEREAS CLAUSES. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

SECTION 2. CERTIFICATION. The Chairman of the Board of County Commissioners hereby certifies the non-ad valorem assessment roll for the Valencia Terrace Subdivision street lighting services assessment, on compatible electronic medium to the Lake County Tax Collector, a copy of which is available in the Administration Building, Room 421, 315 West Main Street, Tavares, Florida as provided for in Section 197.3632, Florida Statutes.

SECTION 3. CERTIFIED COPIES. The Clerk of the Board of County Commissioners is hereby directed to forward certified copies of this Resolution to the Lake County Tax Collector and Lake County Property Appraiser.

SECTION 4. EFFECTIVE DATE OF ASSESSMENT ROLL. The Non-Ad Valorem Assessment Roll shall be effective October 1, 2026.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

DONE AND RESOLVED this 23rd day of June, 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

RESOLUTION NO. 2026- ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, PROVIDING FOR CERTIFICATION OF ASSESSMENT ROLL FOR VILLAGE GREEN SUBDIVISION; PROVIDING FOR CERTIFIED COPIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 9, 2024, the Board of County Commissioners held a public hearing and adopted Resolution No. 2024-97, which approved a non-ad valorem assessment for the Village Green Subdivision for the provision of street lighting services; provided for authority; provided for findings as to the need for the non-ad valorem assessment levy and benefits accrued; provided for approval of a non-ad valorem assessment rate schedule for multiple years consisting of Fiscal Years 2025, 2026, 2027, 2028 and 2029; provided for the methodology utilized for the rate schedule; provided for approval of a non-ad valorem assessment roll; provided for proof of publication; provided for method of payment of non-ad valorem assessments; provided for effect of adoption of resolution; provided for certified copies; provided for certification of assessment roll; provided for an effective date of the rate schedule and roll; and provided for an effective date; and,

WHEREAS, on December 20, 2005, the Board of County Commissioners adopted Resolution No. 2005-215 which expressed the intent of the Board of County Commissioners to utilize the uniform method of the levy, collection, and enforcement of non-ad valorem assessments for street lighting services, pursuant to Section 197.3632, Florida Statutes; and,

WHEREAS, certified copies of the resolution were forwarded to the Property Appraiser, Tax Collector, and State of Florida, Department of Revenue, as required by Section 197.3632; and,

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the Chairman of the Board of County Commissioners shall certify the non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15 of each year.

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

SECTION 1. WHEREAS CLAUSES. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

SECTION 2. CERTIFICATION. The Chairman of the Board of County Commissioners hereby certifies the non-ad valorem assessment roll for the Village Green Subdivision street lighting services assessment, on compatible electronic medium to the Lake County Tax Collector, a copy of which is available in the Administration Building, Room 421, 315 West Main Street, Tavares, Florida as provided for in Section 197.3632, Florida Statutes.

SECTION 3. CERTIFIED COPIES. The Clerk of the Board of County Commissioners is hereby directed to forward certified copies of this Resolution to the Lake County Tax Collector and Lake County Property Appraiser.

SECTION 4. EFFECTIVE DATE OF ASSESSMENT ROLL. The Non-Ad Valorem Assessment Roll shall be effective October 1, 2026.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

DONE AND RESOLVED this 23rd day of June, 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:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: DEVELOPMENT SERVICES

MEETING DATE: 6/23/2026
ITEM TYPE: Consent Item
ITEM ID: 41494

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: 05/19/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42980
Michael Fitzgerald, Office of Planning & Zoning Director
Kathleen Dial, Executive Director
BY: Melanie Pompos, Procurement Agent II
SUBJECT: Second Amendment for Comprehensive Plan Update

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of the Second Amendment to the Agreement with Kimley-Horn and Associates, Inc. (Sarasota, Florida) for professional planning services for Comprehensive Plan Update; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $449,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

BACKGROUND SUMMARY: On March 4, 2025, the Lake County Board of County Commissioners (Board) entered into Contract (25-501) with Kimley-Horn and Associates, Inc. for professional planning services for the County's Comprehensive Plan Update. On October 24, 2025, the parties executed a Work Assignment Amendment No. 1 to the agreement for additional services supporting the County's Comprehensive Plan Update.

Per the Second Amendment to the agreement, the Consultant has provided a proposal to perform a comprehensive update and modernization of the County's Land Development Regulations (LDRs), to ensure consistency with alignment of the ongoing 2050 Comprehensive Plan Update and recent state legislative requirements. The Comprehensive Plan Update is inclusive of optional tasks and pricing, with the total not to exceed $449,000.

Fiscal Impact: $449,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
General	0010	2640100	830310		$449,000.00

Advertised Date: Paper:

Attachments:

1.	Agenda Item 36625 & Contract 25-501- executed
2.	Work Assignment Amendment 1.Executed
3.	25-501_Second Amendment_5.15.26

STAFF APPROVALS AND DATES:

Melanie Pompos	Created/Initiated - 05/19/2026
Ron Falanga	Approved - 05/19/2026
Sheri Hutchinson	Approved - 05/19/2026
David Eichinger	Approved - 05/20/2026
Michael Fitzgerald	Approved - 05/20/2026
Kathleen Dial	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:

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

DATE: 02/24/2025
MEETING DATE: 3/4/2025
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 36625
Kathleen Dial, Executive Director
BY: Amy Munday, Contracting Officer II
SUBJECT: Comprehensive Plan Update for Planning & Zoning

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 25-501 with Kimley-Horn and Associates, Inc. (Sarasota, FL) to provide professional planning services for the County's Comprehensive Plan Update; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $449,100 (expenditure) and is within, and will not exceed, the Fiscal Year 2025 Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Planning & Zoning, issued Request for Statement of Qualifications (RSQ) 25-501 seeking firms or individuals qualified to provide professional planning services for the County's comprehensive plan update. The contract provides for an initial three-year term with two additional one-year terms available.

Proposals were received from four vendors as shown on the attached respondent 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 RSQ. The overall pricing associated with the recommended vendors is competitive with all pricing submitted. Based on the County's needs, successful negotiations, and in its best interests, the recommendation is to award a contract to the highest-ranked and quality-priced vendor, Kimley-Horn and Associates, Inc.

Fiscal Impact: $449,100 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
General	0010	2640100	830310		$449,100

Advertised Date: Paper:
Attachments:

1.	25-501 Respondent Tabulation Sheet
2.	Selection Committee Minutes 1st meeting 25-501
3.	Selection Committee Minutes 2nd Meeting 25-501
4.	25-501 Contract - VENDOR SIGNED

STAFF APPROVALS AND DATES:

Amy Munday	Created/Initiated - 02/24/2025
Ron Falanga	Approved - 02/24/2025
Sheri Hutchinson	Approved - 02/24/2025
Michael Fitzgerald	Approved - 02/24/2025
Kathleen Dial	Approved - 02/24/2025
David Eichinger	Approved - 02/25/2025
Kandace Pourbaix	Approved - 02/25/2025
Allison Teslia	Approved - 02/25/2025
Melanie Marsh	Approved - 02/26/2025
Jennifer Barker	Approved - 02/28/2025
Karen Snodgrass	Final Approval - 02/28/2025

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

WORK ASSIGNMENT
AMENDMENT NO. 1

DATE: October 24, 2025

Pursuant to the Agreement # 25-501 entered into by and between Lake County, Florida, hereinafter referred to as the "COUNTY" and Kimley-Horn and Associates, hereinafter referred to as the "Kimley-Horn or Consultant", a determination has been made by all parties there is a need for a series of Additional Services by the Consultant in the review and update of the County's 2050 Comprehensive Plan particularly described as follows:

TITLE OF THE PROJECT: COMPREHENSIVE PLAN UPDATE

TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

Consultant shall perform additional services/tasks as more specifically detailed in attached SCOPE OF SERVICES. This work assignment/amendment shall remain in effect until completion of the project.

Compensation to the Consultant for rendering all the above identified services and products shall not exceed:

Task	Description	Cost
8	Additional Services	
A	Additional Presentation: Lake County Water Authority	$ 6,200
B	Vacant Land Use Analysis (initial)	$ 4,500
B1 – B5	Sub-Tasks: Additional Land Use Analysis, Municipal Coordination	$ 5,000
C	TDR Workshop	$ 5,800
	Additional Fee (Task 8)	**$ 21,500**

WORK ASSIGNMENT
AMENDMENT NO. 1

DATE: October 24, 2025

KIMLEY-HORN AND ASSOCIATES, INC.

Signature B Kelley Klepper

By: _____

10/24/2025

B. Kelley Klepper, AICP
Assistant Secretary/Vice President

LAKE COUNTY, FLORIDA

Signature:

By: Jennifer Barker

Date: 10/30/25

WORK ASSIGNMENT
AMENDMENT NO. 1

DATE: October 24, 2025

Task 8.0 – Additional Services

A. Lake County Water Authority. The County has requested Kimley-Horn present its current findings and analysis as part of one (1) Lake County Water Authority meeting. It is understood this meeting is informational in nature and intended for the Authority to provide feedback on topics specific to the Comprehensive Plan assumed to be limited to Conservation, Preservation and Water Resources. It is understood that information provided by the Authority may be incorporated into the respective Element and or Data, Inventory and Analysis.

B. Vacant Land Use Analysis. Kimley-Horn has previously prepared a Vacant Land Use Analysis as part of Task 3 in support of the Comprehensive Plan. Specifically, Kimley-Horn prepared a baseline analysis of vacant lands by currently adopted Future Land Use designation (unincorporated lands only) and also prepared additional analysis utilizing available information from the municipalities within Lake County. Based on additional discussions with Lake County, the County has requested additional analysis of the baseline and coordination with the County's third-party consultant. Kimley-Horn will attend up to two (2) conference calls with the County and the County's third-party consultant and will revise the baseline analysis one (1) time including assumptions of build out of residential development (density) and non-residential development (floor area ratio) as proposed by Lake County. Kimley-Horn will revise the analysis one (1) time based on County directed comments.

Sub-Task B also includes the following items:

1. Revise the analysis to include representative development density/intensity. Kimley-Horn will coordinate up to two (2) meetings to review the data and discuss methodology. It is also requested that Kimley-Horn remove government owned lands (city, county, state and federal) and floodplains/wetlands (assumed to based on the County's GIS data or Water Management District data and no detailed mapping or analysis is assumed to further delineate those areas).
2. Virtual Meeting/Review of revised and updated analysis with Lake County Staff and County's third-party consultant post Sub-Task B.1. Kimley-Horn will revise the analysis one (1) additional time and provide the updated analysis to the County for distribution to the municipalities in advance of Sub-Task B.3.
3. Kimley-Horn will attend up to two (2) additional virtual meetings with the County in support of this task and include
4. Two (2) virtual meetings with the municipalities within the County. It is understood the County will be responsible for securing the dates and meeting invitations including initial outreach to the municipalities.

5. Kimley-Horn will revise the analysis one additional time based on County directed comments based on Sub-Task B.3.

C. Transfer of Development Rights (TDR) Workshop. The County has requested Kimley-Horn prepare for and attend a joint County-City meeting understood to be scheduled for mid-January. It is understood this TDR Workshop will also include presentation from the East Central Florida Regional Planning Council – ECFRPC. Kimley-Horn will attend one (1) preliminary review and coordination meeting with the County and ECFRPC in advance of the TDR Workshop.

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR
COMPREHENSIVE PLAN UPDATE
RSQ # 25-501

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Kimley Horn & Associates, Inc., a Foreign Corporation authorized to do business in the State of Florida, its successors and/or assigns (the CONSULTANT).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statement of Qualification (RSQ) #25-501 seeking firms or individuals qualified to provide professional planning services for the completion of the County's Comprehensive Plan Update; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

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 Agreement is for CONSULTANT to provide professional planning services for completion of the County's Comprehensive Plan update ("Service").

3. **Scope.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide the Services, as more specifically described in the Scope of Services, as attached hereto and incorporated herein as **Exhibit A.** The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by the Parties. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

4. **Term.**

A. This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners (Effective Date). This Agreement will remain in effect for three (3) years from the Effective Date with the option for two (2) subsequent one (1) year renewals. Renewals are contingent upon written mutual agreement of the Parties. CONSULTANT shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a

prerogative of the COUNTY and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY.

B. Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

5. Pricing. COUNTY will pay, and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit A.** Agreement prices will prevail for the full duration of the Agreement. Payments made under this Agreement shall not exceed **$449,100** unless this Agreement is otherwise amended.

6. Consultant Personnel.

A. Key Personnel. CONSULTANT agrees that each person listed or referenced in **Exhibit C**, attached hereto and incorporated herein by reference, shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature, in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications; each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement. If personnel are substituted utilizing the services of subconsultant entities not included in CONSULTANT'S proposal, restrictions related to subcontracting shall apply to CONSULTANT'S replacement.

B. CONSULTANT will be responsible for providing that all personnel are competent, experienced, and reliable. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the agreement 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 CONSULTANT fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due in connection with the Services subject to the removal or may suspend the Services with approval of the COUNTY until such orders are complied with.

C. 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.

D. E-Verify. CONSULTANT 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 CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

7. **Invoicing and Payment.**

A. CONSULTANT shall submit an accurate invoice to COUNTY for Services under this Agreement. The date of the invoice must be after delivery but no more than thirty (30) calendar days after delivery. The CONSULTANT will be assigned work by task order and each task order will be assigned a single identification number for billing purposes. The invoices must reflect the type of service provided to the COUNTY and must include: the contract number; task or purchase order number; date and location of delivery or service; confirmation of acceptance of the goods and/or services by the appropriate COUNTY representative; detail of the cost incurred for services performed; and a detailed progress report for each specific task. Failure to submit invoices in the prescribed manner will delay payment.

B. COUNTY shall reimburse CONSULTANT for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

C. The COUNTY will make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONSULTANT may be considered in default, and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONSULTANT must invoice COUNTY for any interest accrued to receive the interest payment.

D. Other than the fees and rates set forth in **Exhibit A**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

E. Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

F. Upon receipt of payment from the COUNTY, the CONSULTANT shall pay each of its subconsultants and suppliers out of the amount received by the CONSULTANT on account of such subconsultant's or supplier's portion of the Service, the amount to which each entity is entitled. The COUNTY will have no obligation to pay, and will not be responsible for payments to, the CONSULTANT'S subconsultants or suppliers.

8. **Compliance with Grant Funding Requirements.** In the event any part of this Agreement, including project specific tasks, is to be funded by federal, state, or other local agency monies, CONSULTANT 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, and agrees to incorporate any required terms in the Task Order or through amendment to this Agreement, as appropriate. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY as upon issuance of any such Task Order.

9. **COUNTY Responsibilities.**

A. The COUNTY shall pay CONSULTANT in accordance with the provisions of this Agreement.

B. COUNTY will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

C. COUNTY shall designate one 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 agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

D. The COUNTY retains the right to inspect all work to verify compliance with this Agreement.

10. Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONSULTANT; but if any service or task under this Agreement is in progress, but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONSULTANT'S breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with ten (10) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

11. Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in

termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

12. **Licenses and Permits.** CONSULTANT shall remain appropriately licensed throughout the course of the service and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. Failure to maintain all required licenses will entitle the COUNTY to terminate this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

13. **Independent Contractor.** CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

14. **Retaining Other Consultants.** Nothing herein shall 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 CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

15. **Insurance.**

A. CONSULTANT shall purchase and maintain, 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 CONSULTANT against any and all insured claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT 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 CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

B. The Parties agree that the policies of insurance and confirming certificates of insurance shall insure CONSULTANT is in accordance with the following minimum limits:

1. 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

2. Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

3. Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.).

4. Employer's 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

5. Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 per claim and annual aggregate of $2,000,000.

C. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be listed as additional insured as their interest may appear on all applicable policies. Certificate(s) of insurance must identify the RSQ number in the Description of Operations section on the Certificate.

D. CONSULTANT shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance. It is the CONSULTANT'S specific responsibility to ensure that any such notice is provided within the stated timeframe.

E. Certificate 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 by the COUNTY.

F. CONSULTANT must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with the COUNTY and its Governing Board listed as an additional insured on the General Liability and Automobile Liability Policy along with all required provisions to include waiver of subrogation, with the exception of workers' compensation and professional liability. ***(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).***

G. 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

H. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

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 CONSULTANT and/or sub-consultant providing such insurance.

J. CONSULTANT shall be responsible for its sub-consultants, if any, and to ensure that such subconsultants are maintaining insurance during the term of this Agreement. Subconsultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONSULTANT'S requirements.

K. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for cause.

L. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, shall relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

16. **Conflict of Interest.** CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

17. **Indemnity.** CONSULTANT will indemnify and hold harmless the COUNTY and its officers, commissioners, and employees for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. The CONSULTANT will indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other persons utilized by CONSULTANT in the performance of this Agreement, including negligent defects in design and errors or omissions that result in material cost increases to COUNTY, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third-party) claims, losses, and judgements in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel. The indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of the COUNTY as set forth in Section 768.28, Florida Statutes.

18. **Ownership of Deliverables.** Upon completion of and payment for a task CONSULTANT agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in the

Agreement or Task Order; COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose will be at COUNTY'S sole risk.

19. Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall 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 the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

20. Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONSULTANT or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

21. Claims and Disputes.

A. Claims by CONSULTANT must be made in writing to the COUNTY within two (2) business days of the event giving rise to the claim, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim.

B. CONSULTANT shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, COUNTY or its Executive Director will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services". CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in (C) above.

E. Arbitration will not be considered as a means of dispute resolution.

F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, the CONSULTANT 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.

22. **Accuracy and Standard of Care.** CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under the same or similar circumstances at the same time and in the same locality.

23. **Deficiencies in Work.** CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports or other services due to CONSULTANT'S negligence or causes within CONSULTANT'S reasonable control. Any re-performance or revisions shall be made within thirty (30) calendar days after such errors or non-conformances are reported by the COUNTY.

If the CONSULTANT fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the CONSULTANT, in writing, that the CONSULTANT 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 CONSULTANT fails to correct the work within the period specified in the notice, the COUNTY may place the CONSULTANT in default, obtain the services of another CONSULTANT to correct the deficiencies, and charge the incumbent CONSULTANT for these costs, either through a deduction from the final payment owed to the CONSULTANT or through invoicing. If the CONSULTANT fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

24. **Truth in Negotiation Certificate**. For all lump-sum or cost-plus fixed fee agreements exceeding $195,000, the CONSULTANT must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original Agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

25. **Codes and Licenses.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONSULTANT must be appropriately licensed to provide the services provided under this Agreement. In the event a federal, state, or local statute, code, regulation or ordinance is modified or created during the

term of this Agreement which is applicable and related to the services provided under this Agreement, the Parties will jointly determine if an amendment to this Agreement is necessary.

26. Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

27. Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT 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 CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than five (5) complete calendar years after the Service has been completed or terminated, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT 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, CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.

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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT 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.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received or prepared as part of any task order issued authorizing work under this Agreement. Upon completion of each task order, CONSULTANT 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. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

28. Right to Audit.

A. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. CONSULTANT 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.

B. If the CONSULTANT provides technology services, the CONSULTANT 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 CONSULTANT'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 CONSULTANT.

C. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONSULTANT 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 shall be reimbursed to the COUNTY by CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of CONSULTANT'S invoices and records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to CONSULTANT.

D. CONSULTANT agrees to include the requirements of this provision in all contracts with sub-consultants and material suppliers in connection with the work performed under this Agreement.

29. Certification Regarding Scrutinized Companies that Boycott Israel. By executing this Agreement, the CONSULTANT 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 CONSULTANT 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 CONSULTANT further understands that any agreement with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT 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.

30. Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the Agreement;

B. Procuring commercial sex acts during the period of performance of the Agreement;

C. Using forced labor in the performance of the Agreement;

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.

31. **Non-Collusion.** CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

32. **Public Entity Crimes.** As provided by Section 287.133, Florida Statutes, 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 consultant, supplier or sub-consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

33. **Florida Convicted/Suspended Vendor Lists.** By executing this Agreement CONSULTANT affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Sec. 287.133, Fla. Stat.) or Suspended Vendor (Sec. 287.1351, Fla. Stat.) Lists.

34. **Discriminatory Vendor List (State funded projects).** As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

35. **Antitrust Violator Vendor List (State funded projects).** As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public

entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

36. **Foreign gifts and contracts.** Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of $50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONSULTANT shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

37. **Contracting with foreign entities of concern.** Pursuant to Section 287.138, Florida Statutes, for contracts where CONSULTANT may have access to personal identifying information, CONSULTANT certifies to the COUNTY by submitting its bid that (1) CONSULTANT 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 CONSULTANT; and (3) CONSULTANT 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.

38. **Social, political, or ideological interests.** Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

39. **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.

40. **Tobacco Products.** Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

41. **Civil Rights Act.** During the term of this Agreement CONSULTANT assures 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 CONSULTANT does not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT'S employees or

applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

42. **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

43. **Force Majeure**. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

44. **Captions**. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

45. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and of their respective successors and permitted assigns.

46. **Amendments.** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the Parties hereto, unless otherwise stated herein.

47. **No Waiver.** The failure of any Party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

48. **Compliance with Applicable Laws.** The CONSULTANT will at all times comply with all applicable Federal, State and local laws, rules and regulations in effect at the time Services are performed.

49. **Fraud, Misrepresentation, and Material Misstatements.** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

50. **Using Departments.** This Agreement is not specific to a COUNTY department and it is agreed and understood by the Parties that any COUNTY department may avail itself of this Agreement and procure services specified herein at the Agreement price(s) established herein ("Using Department"). An Agreement modification will be issued by the COUNTY identifying the requirements of any specific COUNTY department(s), if COUNTY deems necessary.

51. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

52. **Construction of Agreement.** The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

53. **Continuation of Work.** Any work that commences prior to and will extend beyond the expiration date of this Agreement must, unless terminated by mutual agreement between COUNTY and CONSULTANT, continue until completion without change to the then current prices, terms, and conditions.

54. **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.

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

If to CONSULTANT:
Kimley-Horn and Associates, Inc.
Attn: Kelley Klepper, Vice President
1800 2nd Street, Suite 900
Sarasota, Florida 34236

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 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.

56. **Scope of Agreement**: This Agreement is intended by the Parties hereto to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

This Agreement contains the following exhibits, all of which are incorporated into this Agreement:

Exhibit A ..... Scope of Services

Exhibit B ..... Project Schedule

Exhibit C ..... Preliminary Staffing

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 CONSULTANT through its duly authorized representative.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

Kelley Klepper, Vice President

This 21st day of FEBRUARY, 2025.

COUNTY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione

Leslie Campione, Chairman

This 4th day of March, 2025.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS · LAKE COUNTY, FLORIDA

Approved as to form and legality:

MMarsh 3/4/25

Melanie Marsh
County Attorney

EXHIBIT A: SCOPE OF WORK

Kimley»Horn

WORK ASSIGNMENT

WORK ASSIGNMENT NUMBER: _____

Pursuant to the Lake County, Florida, Agreement regarding RSQ # 25-501 Comprehensive Plan Project for Planning & Zoning entered into by and between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Kimley-Horn and Associates, Inc., hereinafter referred to as "Kimley-Horn" or CONSULTANT," a determination has been made by COUNTY that there is a need for the performance of Services by CONSULTANT of a certain "Work Assignment" under the purview of said Agreement, and CONSULTANT is hereby authorized to perform or render the Services described as follows:

TITLE OF THE PROJECT: LAKE COUNTY COMPREHENSIVE PLAN UPDATE

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

CONSULTANT shall perform Tasks as more specifically detailed in Attachment 1 as follows. Kimley-Horn has provided both a generalized schedule and team listing of subject matter experts and areas of knowledge as Attachments 2 and 3; respectively. Please note, the schedule is subject to response of comments from County staff and also subject to scheduling by the County for public hearings by the Planning & Zoning Board and the Board of County Commissioners. *Items noted in italics are understood to be those tasks, sub-tasks and or items to be provided and or facilitated by County Staff as part of this project.*

Attachment 1: SCOPE OF SERVICES

ATTACHMENT 1: SCOPE OF SERVICES

The project requires professional planning services for completion of the County's Comprehensive Plan ("Plan") update and corresponding amendments (collectively, "amendments"). It is understood the County undertook certain limited amendments; however, those amendments are assumed to have been limited in scale. It is understood this review and update will be a complete assessment of the Plan and will be based on and or incorporate those items derived as part of the public involvement and stakeholder input as well as the Evaluation and Appraisal Report (EAR)-based review/recommendations and recommended best planning practices. Kimley-Horn will work with the County to define the project objectives including key updates to the respective Plan Elements that are understood to require updating, and prepare the update within 22-25 months including Public Hearings with the Board of County Commissioners (BOCC) subject to the County's hearing and meeting schedules. Services shall include the following tasks (it should be noted that these tasks are not strictly sequential and there is overlap in tasks as described in the tasks below:

TASK 1 – PROJECT INITIATION AND ADMINISTRATION

A. Kimley-Horn will meet with County staff one (1) time as a Project Kick-Off and secure readily available data. At this meeting, project organization and staff coordination guidelines/procedures will be established including identification of key contacts for both Lake

County and for Kimley-Horn. It is understood, Kimley-Horn will facilitate a project progress call every two weeks with County staff to review the work assignments, project status, data/analysis needs, and similar matters, through the end of this assignment assumed not to exceed forty-eight (48) meetings. It is assumed two (2) Kimley-Horn team members will participate in each progress call and include the respective subject matter expert; additional (limited) hours are provided for Kimley-Horn subject matter experts to participate (two additional team members up to a total of 12 hours). Kimley-Horn will coordinate with the County Project Manager to schedule subject matter/topic discussions at least two weeks in advance to allow for review and discussion of a topic. Kimley-Horn will prepare an agenda prior to and summary minutes poste each meeting with Staff.

1. Kimley-Horn will attend an additional kick-off meeting with County staff to discuss options and considerations for the branding strategy including logos. It is understood this meeting will occur separate from the initial kick-off meeting in A above. It is understood this branding including logos will be used in the public outreach materials, plan updates and presentations.

B. Kimley-Horn will develop a community involvement and public outreach communication plan for the update of the Comprehensive Plan. We will revise the plan one (1) time based on County directed comments. The plan will identify specific components of public involvement including a preliminary schedule of milestones for outreach and public comment. Due to the size and geography of the County, it is understood public outreach will be a combination of in-person and virtual meetings (hybrid format). Kimley-Horn will provide the County Commission with an initial presentation outlining the project, expectations, milestones, preliminary schedule, community outreach efforts and also include a "Planning 101" session. It is understood this session may be a joint workshop or similar with the County Commission and the County Planning & Zoning Board. This session is a prime opportunity to engage the community on a large scale, provide the project's framework, and set clear expectations.

1. Kimley-Horn recommends the initial County Commission one-on-one meetings identified in C below occur prior to the workshop and Planning 101 session to allow for targeted discussions with the County Commission members to gain additional information, insight and assist in discussing the project as a whole.

2. The Planning 101 session is typically structured to highlight and discuss the differences between the County's Comprehensive Plan and the Land Development Regulations (LDRS) as well as process(es), schedules, items for consideration and how the Plan informs the LDRs. This session will also identify key approaches to LDRs including tradition, hybrid and form based code approaches. Kimley-Horn will prepare the presentation and review it with staff as part of one of the project progress calls.

Kimley-Horn will provide up to nine (9) community workshops, geographically distributed throughout the County (three rounds of workshops with each round including three workshops; each round of workshops would be strategically located as well as timed to ensure broad geographic representation as well as providing information and outreach opportunities at key portions of the project. Each area will have an initial kick-off workshop to introduce the project

and gather initial input, a second round to provide progress updates and refine the development approach, and a third round to present the draft Plan and its findings. The County will be responsible for securing the meeting location and providing public notice for each of these workshops. Kimley-Horn will prepare the announcement(s), including preparation and inclusion of a QR code, identifying topics for each meeting, locations (as secured by the County), and other key information in a simplified format.

Kimley-Horn will develop an online survey (PublicCoordinate or Social Pinpoint) to be posted on the County's website. Kimley-Horn will summarize the findings of the online survey and other public outreach events/opportunities as part of a technical memorandum (summary) of findings). It is understood the data will be collected and presented at the end of each outreach phase.

1. Kimley-Horn will coordinate with the County's Information Technology / Public Information Officer on the content, format and information to be posted to the County's website. Kimley-Horn will prepare the information and provide it to the County for posting.

C. BOCC One-on-One Meetings. It is assumed Kimley-Horn will assist County staff to participate in one-on-one meetings with the BOCC. Kimley-Horn will attend two rounds of one-on-one meetings with BOCC members during the process assumed to be provided at the onset of the project and either at the mid-point or soon thereafter (schedule for round two to be determined and agreed upon with County staff). Kimley-Horn will coordinate with the County staff for the general schedule for these meetings. Due to the nature of the meetings, it is assumed these meetings would be scheduled during one day.

D. Due to the nature of County and the number of municipalities within the County, Kimley-Horn will assist the County to facilitate a meeting with the respective municipalities as part of up to six (6) meetings total, assumed to be a mix of virtual and in-person, to review the respective City's Comprehensive Plans, Intergovernmental Coordination/Joint Planning Agreements or similar.

Tasks to be completed/Deliverable:

- Project Kick-Off meeting
- Branding meeting
- Prepare and refine Planning and Community Involvement in the form of a Public Involvement Plan (PIP). It is understood community involvement will be led by Kimley-Horn with support from County staff.
- BOCC One-on-One meetings.
- BOCC/P&Z Workshop including Planning 101 session.
- Meeting with the municipalities within the County.
- Bi-weekly project calls; summary review memorandum/email.

- Preparation of notices for County review and distribution.
- *Lake County:*
    - *Initial Kick-Off Meeting: Secure a conference room and invite applicable County staff. Identify relevant studies and analysis including available data necessary as identified in Task 2 below.*
    - *Community workshops: secure locations, prepare required notice (with materials prepared by Kimley-Horn input), provide staff to attend workshops and support Kimley-Horn. Review of post meeting summaries prepared by Kimley-Horn. Due to the nature of the meetings, Kimley-Horn will lead/facilitation with County support and interaction; however, it is understood Kimley-Horn will provide staff to partner with County staff for each activity.*
    - *Website: facilitate coordination with the Lake County IT department (or department responsible for the County's website), prepare a page/link within the County's website and insert project updates and information (prepared by and provided to the County by Kimley-Horn).*
    - *Municipality meetings: attend meetings and support Kimley-Horn. Assist in the facilitation and scheduling of meetings with municipalities. Kimley-Horn will identify targeted dates for meetings; however, the County will be responsible for verifying/securing those locations.*
    - *BOCC One-on-One Meetings: Secure a conference room, coordinate BOCC schedules and attend with Kimley-Horn.*
    - *Bi-Weekly project calls: One or more County staff attend project update calls. Where specific subjects, topics and or Elements are to be discussed, invite the applicable County representative with knowledge of the specific Element and or topic.*

TASK 2 – DATA COLLECTION

A. Kimley-Horn will collect data for the Comprehensive Plan update process; and assess changes to the comprehensive plan since the County's last Comprehensive Plan update. Kimley-Horn will rely on any information provided by the County / County Departments in the evaluation of the plan (including adopted master plans). Kimley-Horn will also utilize readily available data from FloridaCommerce (formerly Department of Economic Opportunity), including sources such as the Property Appraiser, Lake-Sumter Metropolitan Planning Organization (MPO), East Central Florida Regional Planning Council (ECFRPC), Florida Department of Transportation (FDOT), Water Management Districts, Florida Department of Commerce (DOC), Bureau of Economic and Business Research (BEBR), and the Florida Division of Historical Resources (DHR). Kimley-Horn previously identified the population trends

per the EAR and will update the population projections one (1) time using the 2024 or latest data based on the MPO population data and estimates.

Tasks to be completed/Deliverable:

- Initial assessment matrix of the Comprehensive Plan including additional Growth Management Statutory changes since the last EAR.
- Identification of necessary (recommended) data sources and initiate obtain data necessary to the Plan review.
- Confirmation of the County's population trends.
- *Lake County:*
    - *County Data: provide Kimley-Horn with access to available data including but not limited to GIS data maintained by the County, copies of existing plans undertaken by the County and integral to the review and update of the Comprehensive Plan. May include but not be limited to parks inventory and databases, utility information including capacity(s) as may be appropriate through the various interlocal agreements, consumptive use permits, solid waste master plans, etc.*

TASK 3 – CURRENT PLAN ANALYSIS & DATA INVENTORY AND ANALYSIS (DIA)

Kimley-Horn will assess the information and data collected in the previous tasks as it relates to each of the County's comprehensive plan elements. Specifically, the following actions will occur:

A. Review the Plan for consistency with adopted State and regional requirements using the previously prepared EAR document. We will confirm the findings of the EAR including also identifying language of the current Plan that is regulatory in nature and more appropriate to the LDRs. Review will also include recommendations based on current trends, best planning practices and input received during the public involvement process. These reviews are typically done in groupings but can be refined based on discussions with County staff and other County initiatives as follows. It is understood, Kimley-Horn will identify items more specific for the County's LDRs; however, will not amend the LDRs as part of this assignment. It is further understood that a meeting with the County Attorney will be necessary upon the identification of potential LDRs to ascertain the County's direction on those items and if they will be removed, updated, or maintained (meeting date TBD):

    1. Land Use, Transportation, Economic Vitality, Housing, Schools, Property Rights
    2. Conservation, Environmental Protection, Parks and Recreation (including coordination/confirmation with requirements (policies) related to the Areas of Critical State Concern.
    3. Capital Improvements, Public Services/Facilities, Utilities, Intergovernmental Coordination

B. Develop a draft review "Matrix" of recommended GOPs for amendment including justification(s). Includes review with staff; this draft matrix will serve as the basis for the future work efforts (i.e., amendments).

C. Kimley-Horn will identify the County's existing land use and development totals utilizing information from the County (i.e., development review approvals, site and building permits, and similar) along with the latest information from the Property Appraiser's office and any relevant studies completed since the adoption of the last amendment. This will provide a snapshot of the current development and impacts as compared to the County's current carrying capacity per the adopted Comprehensive Development Plan/Future Land Use designations and compared with the LRTP analysis.

Kimley-Horn will review the County's inventory of existing public facilities and community assets (transportation, utilities, public parks, and open space). If the County does not have this inventory in document form, Kimley-Horn will collect this data by way of a desktop inventory (if available) and review this information with the County to understand each facility's current state and any changes and proposed changes since last update.

Based on the recommended amendments from the initial assessment, our team would analyze and prepare the necessary Data Inventory and Analysis (DIAs) and Maps for each Chapter (Element) of the Comprehensive Plan excluding the Schools Element (Schools is assumed to include up to two coordination meetings with the Lake County School District and utilize the school districts long range facilities plan and its policies for the Schools Element). It is understood Kimley-Horn will not prepare detailed stormwater modeling/floodplain or similar analysis as part of this review; however, will review and provide recommendations specific to the respective GOPs. It is understood Kimley-Horn is assisting the County with stormwater regulations and our team will coordinate between our respective teams. It is understood the County has contracted with an outside group as part of the County's review and analysis of it hydrology and similar. Kimley-Horn will rely upon the County to provide an introduction and updates of that group's findings for inclusion and or reference in the County's comprehensive plan. Kimley-Horn is currently assisting the County on the review and development of Stormwater standards (provided under separate cover) and will coordinate with the Kimley-Horn team preparing those amendments and updates for consistency between the Comprehensive Plan and the proposed regulations.

1. Due to the nature of the Public School Facilities Element, it is understood, information and updates of that specific element will be based on/provided by Lake County Schools long range planning / facilities plans; no new analysis as it relates to student population, school siting or similar will be provided by Kimley-Horn.
2. It is understood the DIA will be updated for each Element update (based on the Elements/updates). Kimley-Horn will update the LOS analysis specific to the County's public facilities one (1) time using the latest Population projections developed in Task 2.A above.

E. Specific to the Water Supply Plan, it is understood the County is undertaking some level of review and update (internally); however, has requested a more thorough update of its Water Supply Facilities Work Plan. Kimley-Horn will review the current analysis and plan and prepare a more formal update as provided in and development options for the County's consideration as provided in Optional Task 6 below.

F. Specific to the transportation LOS and needs, conditions will be evaluated for existing, 5-year horizon, and the long-term planning horizon for the County's Comprehensive Plan. It is understood the County's Traffic Circulation Plan horizon year is tied to the latest available travel demand models using the Lake-Sumter MPO's Long-Range Transportation Plan and its horizon year. The end results of analyzing future transportation needs will be the development of a coordinated Mobility Plan which addresses all modes of travel including and incorporating the County's recently completed transit plan.

1. Existing Conditions – Kimley-Horn will use available traffic counts to identify existing LOS for roadways within the County. Kimley-Horn will also evaluate transit, bicycle, and pedestrian facilities, and identify existing LOS for each of these modes comparing this data with the County and MPO plans and studies (available data). Maps and tables of transportation infrastructure and operating conditions will be developed, including the identification of existing needs for all modes.
2. Short-Term Conditions – Kimley-Horn will use historic trends to project 2035 traffic volumes and will identify the 2035 LOS for roadways within the County. Maps and tables of transportation infrastructure and operating conditions will be developed, including the identification of 2035 system needs for all modes.
3. Long-Term – Kimley-Horn will coordinate with the County with respect to the consideration of historic trends, to project the 20-year traffic volumes (2050) and will identify the LOS for roadways with the County. Maps and tables of transportation infrastructure and operating conditions will be developed, including the identification of system needs for all modes.
4. Kimley-Horn will run the latest model, as available, to check its accuracy to project current traffic volumes. Variations will be noted and considered when projecting Long-Term conditions.
5. Kimley-Horn will run the model, review results and compare to historic trends and consider model variations observed in the most recent model run, to identify projected 2050 traffic volumes. Based on County review and comment, it is understood data collection and analysis efforts are assumed to estimate:
    - LOS for base conditions (current/latest counts or estimates),
    - LOS for projected short-term conditions (as estimated using counts plus reserved trips or growth), and
    - LOS for projected horizon year conditions (latest model-based) with some checks & corrections for congruence between five-year and horizon year results.

7. Land Use Densities and Intensities – As required by FS 163.3177(6)(b)2.e., Kimley-Horn will work with the County (using the MPO data as a baseline) to identify land use densities and intensities within the County along transit routes and corridors (consistent with the previously prepared transit plan and the LRTP being prepared by the Lake-Sumter MPO) for existing, short- and long-term conditions. Kimley-Horn will coordinate with the MPO for the most up to date land use and development information and identify potential differences in the information. Kimley-Horn will verify this information through one model run for comparison. This information will also be used to assess transit service options.
8. Mobility Plan – Kimley-Horn will update the County's Transportation Element to include identification of improvements by mode (roadway, transit, bicycle, and pedestrian/trails) to address future needs. Improvements will be identified for each planning period (short- and long-term).

F. Revise the draft review "Matrix" of recommended GOPs for amendment including justification(s) based on the additional DIA conducted in support of the amendments. Includes review with staff and presentation one (1) time to the BOCC for approval; this matrix will serve as the basis for the Comprehensive Plan amendments.

G. Kimley-Horn will prepare an existing conditions analysis which will include a preliminary review of existing County land use, infrastructure and public facilities, and initial LOS analysis of items identified within the Capital Improvements.

Tasks to be completed/Deliverable:

- Prepare a (finalized) review matrix of the existing Comprehensive Plan including recommendations for amendments to the County's Plan.
- Prepare an existing conditions analysis including preliminary Data Inventory and Analysis.
- *Lake County:*
    - *Review and provide comment on Kimley-Horn provided matrices, including review by applicable/relevant departments (staff). Provide responses to provided materials typically within two weeks of receipt. It is understood due to County staff schedules including workload that two weeks may not be possible, and that County staff will provide Kimley-Horn with an estimate for date(s) of receipt of information. It is understood that delays in receipt may impact the project schedule provided in Attachment B. Participate in subject specific meetings (with adequate notice) to discuss and review materials, provide comments and responses.*

TASK 4 - UPDATE GOALS, OBJECTIVES AND POLICIES (GOPs)

A. Based on the findings of Task 3, Kimley-Horn will propose updated GOPs for each of the comprehensive plan elements specific to the review matrix. Kimley-Horn will facilitate up to three (3) progress meetings with County staff (assumed to be hybrid format) to review the

matrix and the proposed GOPs. Kimley-Horn will respond to up to three (3) rounds of revisions to the draft GOPs based upon staff review. County staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn.

B. Kimley-Horn will conduct up to four (4) progress meetings with the BOCC as follows:

1. Initial project kick-off (provided as part of Task 1B)

2. One (1) progress and update meeting per Element grouping above for a total of three (3). It is understood that County staff may instead choose to utilize the progress meetings for different topics or use the progress meetings to review and discuss upcoming community outreach events. These progress meetings will be a hands-on session intended to keep the Commission and County staff aware of the project process, outcomes, and anticipated recommendations. It is assumed up to two (2) team members will be present for the workshops.

Tasks to be completed/Deliverable:

- Preparation of draft Goals, Objectives, and Policies and Standards.
- Present at up to four (4) total progress meetings including up to two (2) team members (initial kick-off and three additional progress meetings).
- Compiled GOPs and DIAs including Maps / Map Series in hard copy and digital format.
- Up to three (3) revisions of GOPs as directed/comments received by Staff.
- *Lake County*
    - *Review and provide comment on Kimley-Horn provided Elements, including review by applicable/relevant departments (staff). Provide responses to provided materials typically within two weeks of receipt. Participate in subject specific meetings (with adequate notice) to discuss and review materials, provide comments and responses*
    - *Schedule, prepare/facilitate public notices for workshops.*
    - *Progress Meetings: prepare required notice (with Kimley-Horn input and the branding/graphics established as part of Task 1), provide staff to attend workshops and support Kimley-Horn.*

TASK 5 - LOCAL PLANNING AGENCY (LPA) HEARING AND BOCC HEARING– TRANSMITTAL

A. Kimley-Horn will present the DIAs and GOPs in cooperation with County staff to the Planning & Zoning Board up to two (2) times sitting as the Local Planning Agency (LPA) for review and comment at a publicly noticed hearing. The County will be responsible for providing the meeting place and meeting advertisement/public notices.

1. Kimley-Horn will present at one (1) additional meeting/hearing as agreed upon with County staff prior to the formal County Commission Transmittal Hearing. It is

understood the County may utilize this meeting as a preview / review meeting with the County Commission in advance for their formal action to transmit the draft Comprehensive Plan.

B. Following the Planning & Zoning Board hearing, Kimley-Horn will revise the draft Comprehensive Plan one time (1) based on comments received during the Planning & Zoning Board public hearing. The revised Plan will be provided to County staff for up to three (3) hearings before the BOCC (Transmittal Hearing), County staff will be responsible for submitting the proposed Comprehensive Plan to FloridaCommerce and the other reviewing agencies for comment.

Tasks to be completed/Deliverable:

- Presentation each to the Planning & Zoning Board and the BOCC for transmittal of the draft DIA and GOPs.
    - Three (3) meetings total to the Planning & Zoning Board or BOCC
- One (1) transmittal hearing by the BOCC
- *Lake County:*
    - *Review and provide comment on Kimley-Horn provided presentations/PPTs, summary reports including summary of findings, including review by applicable/relevant departments (staff). Provide responses to provided materials typically within two weeks.*
    - *Prepare required notice (with Kimley-Horn input), provide staff to attend meetings and support Kimley-Horn. Review of post meeting summaries prepared by Kimley-Horn.*
    - *Distribute/submit the Proposed Amendments to FloridaCommerce.*

C. Response to the ORC Report

Kimley-Horn will draft the County's response to one (1) set of comments through the objections, recommendations and comments (ORC) report. Upon receipt of the ORC comments, Kimley-Horn will facilitate a conference call/virtual meeting with the commenting agency(s) to review the comment and develop a response and or clarification as may be

Tasks to be completed/Deliverable:

- Draft Response to one set of comments through the ORC Report
- Revisions to the GOPs per ORC Report. Compiled GOPs and DIAs including Maps / Map Series in hard copy and digital format.
- *Lake County:*

- *Review and provide comment on Kimley-Horn provided responses to comment, including review by applicable/relevant departments (staff). Provide responses to provided materials typically within two weeks of receipt.*

D. BOCC Hearing - Adoption

Kimley-Horn will present the final DIAs and GOPs in cooperation with County staff to the BOCC for review and adoption of the Comprehensive Plan amendments including revisions per the ORC at one (1) publicly noticed hearing. The County will be responsible for providing the meeting place and meeting advertisement/public notices.

Tasks to be completed/Deliverable:

- One presentation to the BOCC for adoption of the amendments post ORC Report and responses.
- *Lake County*
  - *Prepare required notice (with Kimley-Horn input), provide staff to attend meetings and support Kimley-Horn. Review of post meeting summaries prepared by Kimley-Horn.*

TASK 6 Water Supply Facilities Work Plan

1. Task 2 – 10-Year Water Supply Facility Work Plan Update for CFWI Regional Water Supply Plan

Kimley-Horn will assist Lake County (County) with updating its Water Supply Plan/10-Year Water Supply Facilities Work Plan (Work Plan), in accordance with Chapter 163, Part II, F.S. in response to adoption of the CFWI Regional Water Supply Plan.

Kimley-Horn will review the County's 2025 Work Plan, update population projects and associated water demands for the County through 2045; compare County projections with comparable projections from those developed as part of this Comprehensive Plan assignment and using the Lake-Sumter MPO, BEBR or other population projections and CFWI Regional Water Supply Plans; coordinate with utility providers and local governments within the County; discuss regional water supply issues identified in WMD Regional Water Supply Plas; review and summarize the need and plans for capital improvements related to water supply within the next 10-year period; review the County's Goals, Objectives and Policies related to water supply and suggest revisions as necessary; and update exhibits in the Work Plan. It is understood some additional review of the County's Plan including assumptions will be required as part of this Task

The Work Plan will consider major Comprehensive Plan amendments adopted by the County since the last Work Plan/Water Supply Plan, to the extent they impact future water demands.

Kimley-Horn will participate in up to four (4) virtual meetings with the County to discuss the Work Plan, and in up to four (4) virtual meetings with utility providers or the CFWI.

Kimley-Horn will provide the County a draft Work Plan for review and comment. Kimley-Horn will incorporate reasonable review comments from the County and provide the County a copy of the Work Plan in digital format.

It is assumed potential Comprehensive Plan text amendments will be provided as part of the current Comprehensive Plan assignment and schedule. If amendments are desired outside of the current assignment, public hearings, response to comments and similar will be provided as an additional service.

Tasks to be completed/Deliverable:

- Up to four meetings with staff and up to four meetings with the utility providers or the CFWI assumed to all be provided virtually.
- *Lake County*
    - *Attend meetings with Kimley-Horn staff, provide written comments on drafts prepared by Kimley-Horn.*

TASK 7 - Market and Economic Analysis

The assessment of development potential in the County through the planning horizon, based on results of the market study, will guide the development of new goals and objectives related to land use changes and development. Kimley-Horn will present its findings as part of one (1) County Commission workshop or hearing (to be determined by County staff).

This task will combine quantitative demographic and economic, and real estate data with qualitative research to identify future development and/or redevelopment opportunities defined by the County. Qualitative research will be gathered through a series of stakeholder interviews with community leaders, area businesses, local civic and cultural organizations, and educational and non-profit anchors. Research will also be conducted to identify economic and market forces impacting the County, including major public and private investments. The tasks associated with the market study are described below.

1. Demographic Analysis – Analyze population and household trends for the County and compare these trends to Lake County Demographic and socioeconomic factors will include income, age, and race. In addition to standard demographic sources, Kimley-Horn will also review market data provided by the State of Florida and local stakeholders prior to the completion of the demand forecasts.
2. Residential Analysis – Collect and analyze housing data by tenure, type, and growth in number of units. An analysis of for-sale and rental housing market trends for a submarket incorporating the County will also be completed. New for-sale and rental housing that could be supported in the County will be forecasted for the planning period.
3. Retail Analysis – Provide an overview of retail absorption, vacancy, and rent trends for a submarket incorporating the County. As available, leasing data from major retail centers will be incorporated. Kimley-Horn will forecast household expenditure potential growth by major retail category and

estimate the sales capture for the County based on the geographic distribution of existing competitive retail centers. Estimate the potential amount of "inflow" spending from tourists at the nearby beaches based in part on input from economic developers and local tourism industry representatives. Determine the demand for additional retail services that could be supported by type during the planning period.

4. Office and Industrial Analysis – Provide an overview of office and industrial absorption, vacancy, and rents for a submarket containing the County and forecast the demand for additional square footage that could be supported during the planning period. The office forecast will be based in part on job projections for the County.

Tasks to be completed/Deliverable:

- Preparation of a summary report understood to be graphical/powerpoint or similar format with supporting graphics and texts.
- One presentation to the BOCC (either in workshop or public hearing format) to review findings.
- *Lake County*
    - *Prepare required notice (with Kimley-Horn input), provide staff to attend meeting and provide comments (responses) to Kimley-Horn.*

Kimley»Horn

FEES AND EXPENSES

Compensation to Kimley-Horn for rendering the above identified Services shall not exceed $449,100. It is understood that Kimley-Horn may adjust the respective Tasks budgets below; however, will not exceed the total fee provided without prior County approval.

TASK	DESCRIPTION	FEE AMOUNT
1.0	Project Initiation and Administration (Includes Community Outreach)	$62,000
2.0	Data Collection	$68,000
3.0	Current Plan Analysis and Data Inventory and Analysis (DIA)	$71,000
4.0	Update Goals, Policies and Objectives (GOPs)	$128500
5.0	Public Hearings	$62,000
6.0	10-Year Water Supply Facility Work Plan CFWI Update	$29,100
7.0	Market and Economic Analysis	$ 28,500

COUNTY may authorize, in writing, in advance, adjustments in the compensation for particular Tasks established above, providing such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the Task completed.

CONSULTANT agrees to perform the Services in accordance with this Agreement No. 20-R075115BB for Planning Services and this Work Assignment dated.

KIMLEY-HORN AND ASSOCIATES, INC.

BY: B Kenny Klepper

Kimley»Horn

PRINTED NAME: B. Kelley Klepper

TITLE: Vice President

DATE: January 31, 2025

LAKE COUNTY, a political subdivision of the State of Florida

_____

Procurement Official

DATE: _____

https://kimleyhorn-my.sharepoint.com/personal/kelley_klepper_kimley-horn_com/Documents/Lake County/WA_Lake CountyComprehensive Plan Update 01082024.docx

EXHIBIT B: PROJECT SCHEDULE

PROJECT SCHEDULE - Attachment B

PROJECT NAME
Lake County Comprehensive Plan Update

PROJECT MANAGER
Kelley Klepper, AICP

START DATE
Monday, March 3, 2025

END DATE
Thursday, February 11, 2027

Schedule subject to timely response and comments from County staff, public hearing notification time frames and advertising requirements

PHASE TITLE	TIMELINE START DATE	END DATE	DURATION in days	PROJECT NOTES SCHEDULE	OTHER CONSIDERATIONS/ ASSUMPTIONS
Notice to Proceed	3/3/2025	3/3/2025	1		
Project Kick-Off meeting with staff (in-person)	03/13/25	03/18/25	5	Initial public outreach plan identifying key milestones and public outreach opportunities	County maintains website
Bi-weekly staff / County staff check in	03/24/25	03/27/25	5	Ongoing activity	Will provide Teams or Zoom meeting link
Existing strategy meeting (Mtgs)	04/03/25	04/10/25	5	Initiated within 2 weeks of NTP; ongoing meeting (30 mins assumed) bi-weekly	Meeting with EM Mgmt/Agricultural team and County staff
Market & Economic Analysis	03/17/25	05/16/25	60	Initiated within 2 weeks of NTP	Includes series of virtual interim check-in meetings with key stakeholders TDC, Chamber, County staff, etc. Also includes revision per County comments
Community Outreach Plan development including review with staff at bi-weekly check in	03/27/25	04/10/25	14	Initiated at Project Kick-Off meeting; developed and refined within 2 weeks of Kick-Off	
BOCC One-on-One	01/17/25	01/18/25	1	TBD; assumed meetings during 1 day (same day)	In person meeting with staff, stakeholders and BOCC
Planning 101 Workshop	05/12/25	05/15/25	3	Assumed 2nd week of May ISD	
Planning Survey and Online development + launch	03/12/25	07/11/25	80	assumed to be no more than 60 days	
Community Workshops Round 1 (x3 workshops)	05/11/25	06/21/25	10		
Meetings with Municipalities	06/21/25	06/23/25	2		
Data Collection (includes follow-up meetings with County agencies)	04/08/25	05/23/25	45		
EAR/ Comp Plan Review	04/08/25	04/26/25	20		Includes review of previously prepared EAR document
Current Plan Analysis (post EAR review identification of issues)	04/28/25	08/24/25	120		Includes three (3) groupings

	DIA (all applicable elements)	04/24/25	08/24/25	120		Includes coordination with County staff, agency(s) and other service providers State/DEP including areas of critical state concern MPO etc	
	Includes coordination with County Hydrology Consultant and Stormwater Team (EH team)						
	Develop list of potential LDR provisions (ID of items in Comp Plan more suitable in the LDR)	05/11/25	05/31/25	20			
	Draft Review Matrix + All Elements	05/11/25	06/25/25	45			
	Review with County	06/23/25	06/30/25	5			
	Population and Land Use Analysis - Included in DIA	04/21/25	06/05/25	45		GIS based map/parcel based; anyone access to County database including parcel/property information Includes review by County staff and residents	
	Water Supply Plan	07/14/25	10/14/25	90	may be initiated earlier depending on land use analysis and County adoption of Interim WSP	Includes discussions with County staff and analysis using County data, EH and Includes interim review (s) with staff including key topics and SMEs + specific County Department/Staff	
	IH Revisions to Matrices per County staff provided comments	08/26/25	10/10/25	45			
4.B.2	BOCC Progress / Review Workshop (Presentation) 1 Land Use, Transportation, Economic Vitality, Housing Schools Property Rights	10/30/25	11/04/25	5	Assume 2-3 weeks post matrices review and acceptance by staff to schedule BOCC progress check in #2		
	Update GOPs (based on matrix) & BOCC Guidance	11/04/25	01/03/26	60			
	County Workshops #2 (x3 workshops)	01/23/26	02/02/26	10	TBD based on preferred County schedule; post BOCC progress review; also takes into consideration holidays	Assume post Element review to allow for stakeholder input and comment	
	revisions and updates per County staff directed comments post 2nd workshop	02/02/26	03/19/26	45			
4.B.2	BOCC Progress / Review Workshop (Presentation) 2 Conservation Environmental Protection Parks and Recreation (including coordination/conformation with requirements (policies) related to the Areas of Critical State Concern	04/07/26	04/14/26	5	1 week provides flexibility to BOCC schedules		
	Review of GOPs/Revisions	03/19/26	04/18/26	30			
4.B.2	BOCC Progress / Review Workshop (Presentation) 3.Capital Improvements, Public Services/Facilities Utilities, Intergovernmental Coordination	05/29/26	06/28/26	30			
	Community Workshop #2 (x3 workshops)	05/05/26	06/04/26	30			
	BOCC Revie -	06/25/26	06/30/26	5			
	Planning & Zoning Board 1	08/14/26	09/19/26	5		Tentative Date pending PAZ schedule	
	Planning & Zoning Board #2	09/02/26	09/09/26	6		Assumes Staff/Stakeholder acceptance	
	PAZ #3 or BOCC #1	09/29/26	10/29/26	30	subject to County scheduling of workshop, notice requirements	County staff to prepare and public all notices, legal ads, agenda; Dev Assist - Jim Hall	Public Hearing/Meeting #1
	BOCC Transmittal	11/12/26	11/17/26	5	assumes 30 days between Meeting/Hearings		Public Hearing/Meeting #2
	Distribution to State/ORC	11/22/26	12/22/26	30			
	ORC Review and Update	01/06/27	01/16/27	10			
	BOCC Adoption	02/08/27	02/11/27	5	assumes approximately 3 weeks post ORC for adoption hearing		Public Hearing/Meeting #3

EXHIBIT C: PRELIMINARY STAFFING PLAN

Kimley»Horn

ATTACHMENT C - PRELIMINARY STAFFING PLAN

The Following Team Members have been identified to perform certain tasks related to the review and update of the County's Comprehensive Plan. This list is understood to not be limited in nature but to identify the key team members assigned to facilitate Tasks and or assignments.

Project Management Team: Kelley Klepper (PM), Mike Vaudo, Katy Magruder

1. Definitions: Team
2. Future Land Use: **Kelley Klepper***, Katy Magruder, Michael Reynolds, Mike Vaudo, Kayla Goldsmith
3. Transportation: **Mike Vaudo**, James Taylor, Adam Kerr, Ryan Suarez
4. Economic Vitality (including market analysis): **Jessic Rossi**
5. Housing: Jessica Rossi, Blair Knighting (historic), **Katy Magruder**
6. Property Rights: **Kelley Klepper**
7. Conservation including Environmental Protection: **Tori Bacheler**, Kim Arnold (hydrology)
8. Parks & Recreation: **Matt Franko**, Kelley Klepper
9. Capital Improvements: Chris Towne, Molly Williams, Barton Fye, Brian Ashby
10. Public Services/Facilities: Brian Ashby, Kellie Clark, Molly Williams, Victor Gallo
11. Intergovernmental Coordination: Katy Magruder, Mike Vaudo, Team
12. Public School Facilities (not included)
13. Branding: **Tim Eggert**, Lauren Keys

Public Outreach: Kelley Klepper, Katy Magruder, Mike Vaudo, Jonathan Whitehurst, Team

GIS Mapping/Analysis: **Brett Kamm**, Michael Reynolds

Land Development Codes: Kelley Klepper, Eliza Harris-Juliano, Katy Magruder, Blair Knighting (Historic)

Quality Control: Ali Palmer (Planning/Land Use), Lance Littrell, P.E. (Infrastructure), Jonathan Whitehurst (online engagement/public outreach)

https://kimleyhorn-my.sharepoint.com/personal/kelley_klepper_kimley-horn_com/Documents/Lake County/WA_Lake CountyComprehensive Plan Update 01082024.docx

WORK ASSIGNMENT
AMENDMENT NO. 1

DATE: October 24, 2025

Pursuant to the Agreement # 25-501 entered into by and between Lake County, Florida, hereinafter referred to as the "COUNTY" and Kimley-Horn and Associates, hereinafter referred to as the "Kimley-Horn or Consultant", a determination has been made by all parties there is a need for a series of Additional Services by the Consultant in the review and update of the County's 2050 Comprehensive Plan particularly described as follows:

TITLE OF THE PROJECT: COMPREHENSIVE PLAN UPDATE

TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

Consultant shall perform additional services/tasks as more specifically detailed in attached SCOPE OF SERVICES. This work assignment/amendment shall remain in effect until completion of the project.

Compensation to the Consultant for rendering all the above identified services and products shall not exceed:

Task	Description	Cost
8	Additional Services	
A	Additional Presentation: Lake County Water Authority	$ 6,200
B	Vacant Land Use Analysis (initial)	$ 4,500
B1 – B5	Sub-Tasks: Additional Land Use Analysis, Municipal Coordination	$ 5,000
C	TDR Workshop	$ 5,800
	Additional Fee (Task 8)	**$ 21,500**

WORK ASSIGNMENT
AMENDMENT NO. 1

DATE: October 24, 2025

KIMLEY-HORN AND ASSOCIATES, INC.

Signature B Kelley Klepper

By: _____

10/24/2025

B. Kelley Klepper, AICP
Assistant Secretary/Vice President

LAKE COUNTY, FLORIDA

Signature:

By: Jennifer Barker

Date: 10/30/25

WORK ASSIGNMENT
AMENDMENT NO. 1

DATE: October 24, 2025

Task 8.0 – Additional Services

A. Lake County Water Authority. The County has requested Kimley-Horn present its current findings and analysis as part of one (1) Lake County Water Authority meeting. It is understood this meeting is informational in nature and intended for the Authority to provide feedback on topics specific to the Comprehensive Plan assumed to be limited to Conservation, Preservation and Water Resources. It is understood that information provided by the Authority may be incorporated into the respective Element and or Data, Inventory and Analysis.

B. Vacant Land Use Analysis. Kimley-Horn has previously prepared a Vacant Land Use Analysis as part of Task 3 in support of the Comprehensive Plan. Specifically, Kimley-Horn prepared a baseline analysis of vacant lands by currently adopted Future Land Use designation (unincorporated lands only) and also prepared additional analysis utilizing available information from the municipalities within Lake County. Based on additional discussions with Lake County, the County has requested additional analysis of the baseline and coordination with the County's third-party consultant. Kimley-Horn will attend up to two (2) conference calls with the County and the County's third-party consultant and will revise the baseline analysis one (1) time including assumptions of build out of residential development (density) and non-residential development (floor area ratio) as proposed by Lake County. Kimley-Horn will revise the analysis one (1) time based on County directed comments.

Sub-Task B also includes the following items:

1. Revise the analysis to include representative development density/intensity. Kimley-Horn will coordinate up to two (2) meetings to review the data and discuss methodology. It is also requested that Kimley-Horn remove government owned lands (city, county, state and federal) and floodplains/wetlands (assumed to based on the County's GIS data or Water Management District data and no detailed mapping or analysis is assumed to further delineate those areas).
2. Virtual Meeting/Review of revised and updated analysis with Lake County Staff and County's third-party consultant post Sub-Task B.1. Kimley-Horn will revise the analysis one (1) additional time and provide the updated analysis to the County for distribution to the municipalities in advance of Sub-Task B.3.
3. Kimley-Horn will attend up to two (2) additional virtual meetings with the County in support of this task and include
4. Two (2) virtual meetings with the municipalities within the County. It is understood the County will be responsible for securing the dates and meeting invitations including initial outreach to the municipalities.

5. Kimley-Horn will revise the analysis one additional time based on County directed comments based on Sub-Task B.3.

C. Transfer of Development Rights (TDR) Workshop. The County has requested Kimley-Horn prepare for and attend a joint County-City meeting understood to be scheduled for mid-January. It is understood this TDR Workshop will also include presentation from the East Central Florida Regional Planning Council – ECFRPC. Kimley-Horn will attend one (1) preliminary review and coordination meeting with the County and ECFRPC in advance of the TDR Workshop.

SECOND AMENDMENT TO AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR COMPREHENSIVE PLAN UPDATE
RSQ # 25-501

This is a Second Amendment to Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Kimley-Horn and Associates, Inc., a Foreign Corporation authorized to do business int eh State of Florida, its successors and/or assigns (the CONSULTANT) (collectively the Parties).

WITNESSETH:

WHEREAS, the COUNTY and the COSULTANT entered into an Agreement for professional planning services for completion of the COUNTY's Comprehensive Plan Update dated March 4, 2025, (hereinafter the "Agreement"); and

WHEREAS, on October 24, 2025, the Parties executed Work Assignment Amendment No. 1 to authorize additional services supporting the Comprehensive Plan Update; and

WHEREAS, CONSULTANT has submitted a proposal to perform a comprehensive update and modernization of the COUNTY's Land Development Regulations, aligned with the ongoing 2050 Comprehensive Plan Update, inclusive of optional tasks and pricing, with the total not to exceed $449,000.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, and covenants set forth in this Second Amendment to the Agreement (hereinafter "Second Amendment"), and intending to be legally bound, the Parties hereby agree as follows:

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 Second Amendment upon adoption hereof.

2. **Amendment.** On the terms and conditions set forth in this Second Amendment, the COUNTY hereby engages the CONSULTANT to provide the Services, as more specifically described in the Scope of Services, as attached hereto and incorporated herein as **Attachment 1.**

3. **Pricing.** COUNTY will pay, and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Professional Fees, attached hereto and incorporated herein as **Attachment 1.** Agreement prices will prevail for the duration of this Second Amendment. Payments made under this Second Amendment shall not exceed **$449,000**, unless this Second Amendment is otherwise amended.

4. **Effect of Second Amendment.** This Second Amendment does not intend to modify any other conditions, terms or provisions of the Agreement and any other amendment or modification previously entered into by and between the COUNTY and the CONSULTANT. To the extent this Second Amendment conflicts with the Agreement, this Second Amendment will govern.

IN WITNESS WHEREOF, the Parties have made and executed this Second Amendment on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and the CONSULTANT through its duly authorized representative.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

B. Kelley Klepper

B. Kelley Klepper, Authorized Representative

This 18 day of May, 2026.

COUNTY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
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

Attachment 1

Kimley»Horn

April 16, 2026, Revised May 6, 2026

Kathleen Dial
Executive Director, Development Services
Lake County
315 W Main Street,
Tavares, FL 32778
kathleen.dial@lakecountyfl.gov

Re: Amendment to Contract 25-501 approved March 4, 2025, to provide professional planning services to Lake County for the completion of the County's Land Development Regulations.

Dear Ms. Dial:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this proposed Amendment to Contract 25-501 with Lake County ("the County" or "the Client") to provide professional planning services to Lake County for the completion of the County's Land Development Regulations (LDRs).

Project Name: Lake County LDRs 2026

KH Project Manager: Kelley Klepper

Project Number: 145479002

PROJECT UNDERSTANDING

Thank you for considering our proposal for the Lake County LDRs 2026. Kimley-Horn is well-positioned to assist Lake County in this effort as we have partnered with the County in the 2050 Comprehensive Plan Update. Our efforts with the 2050 Comprehensive Plan have included additional reviews of the County's comprehensive plan, linkages to and transitions with the municipalities, interviews with County Staff and Board of County Commissioners as well as robust community outreach which have resulted in helping create the roadmap for the County's LDR updates.

The purpose of this request is to initiate a modernization of Lake County's Land Development Regulations with the potential for Form-Based Code components in selected areas of the County in tandem with the ongoing update of the County's 2050 Comprehensive Plan. This concurrent approach ensures that the regulatory framework governing land use, zoning, and development standards remains fully aligned with the vision, goals, and policies established in the new Comprehensive Plan. By initiating the update of the regulations concurrently prior to the Comprehensive Plan adoption, Lake County can proactively address emerging planning priorities,

streamline implementation, and maintain consistency across all planning documents, including incorporating those items that have been previously identified as being better suited in the LDC thereby supporting sustainable growth and long-term community resilience while working in concert with the adopted legislative initiatives including SB 180. This also allows for and supports a streamlined approach to implementation and utilizing the successes from the Comprehensive Plan outreach to maintain momentum. It is understood that Tasks 7, 8 and 9 are optional and may be requested by the County for inclusion as part of this agreement. Specific to Task 9, if the County desires to adopt interim code provisions addressing recent legislative changes (HB 399, etc.) that would require public hearings separate and apart from those provided in earlier tasks, those hearings would be provided as an additional service as noted in Task 9.

The following describes our approach to each task in the project. As always, we are happy to work with your team to make refinements to the strategy to best match the County's needs.

SCOPE OF SERVICES

Task 1: Project Initiation and Management

The Project Initiation stage aims to establish a strong foundation by aligning goals, expectations, and procedures through active collaboration with County staff and stakeholders. This step is assumed to follow the County Commission presentation by the Kimley-Horn team in early 2026 regarding the LDR project and recommended approach including discussions of conventional, mixed-use and / or Form Based Code components. Based on direction provided by County staff on or about March 24, 2026, it is understood the primary focus of the LDR update will be to provide an overall update of the LDRs with an option to develop a potential FBC component which is understood to be an unmapped district with limited application as to location(s) within the County.

The process begins with an initial preliminary kickoff session involving the County's project manager and core team in person to confirm objectives, milestones, deliverables, and communication preferences; this session is understood to be provided via Teams or similar if not provided on the same day as the broader kick-off with staff. Similar to the Comprehensive Plan staff kickoff, we also recommend and will present a broader in-person kickoff meeting that includes all relevant County departments and key external stakeholders to ensure everyone is informed, engaged, and aligned with the project's vision, challenges, and opportunities for input.

In partnership with County staff, the team will develop a detailed project schedule and Project Management Plan outlining major phases, deadlines, meetings, deliverables, public engagement, and review periods. Based on the nature of the LDR updates and consistent with the outreach efforts for the Comprehensive Plan, we envision utilizing a mixture of in-person and virtual outreach efforts. Communication protocols will be established to ensure efficient information flow, including regular updates, designated contacts, and secure document sharing. Biweekly coordination calls with County staff will help maintain momentum, address challenges, and keep all team members aligned in real time. The biweekly coordination calls and communication protocols are understood to follow the protocols established as part of the Comprehensive Plan

update unless otherwise requested by County staff. This project is anticipated to proceed upon issuance of a notice to proceed (NTP) and assumed to be completed within 12-14 months subject to scheduling of hearings and similar by the Board of County Commissioners.

Task 1 Deliverables:

1) Project Management Kickoff;
2) Project Internal Stakeholders Kickoff Meeting including two (2) rounds of one-on-one meetings with the BOCC with each round understood to be provided on the same day or via Teams;
3) Based on the projected schedule of 12-14 months, Kimley-Horn will provide up to 32, 30-minute status calls with County's project team occurring approximately bi-weekly;
4) Prepare and distribute meeting agendas; and
5) Progress reports showing deliverables completed and pending.

Task 2: Community Engagement and Public Outreach

Successful LDRs reflect the community's values and priorities, not just regulatory requirements. To gain community input, Kimley-Horn will partner with County staff to co-develop a Public Engagement Plan. It is assumed the approach and messaging for the LDRs will be consistent with the current Comprehensive Plan update to provide and show linkages between the projects and to ensure consistent messaging. This approach assists the Board, staff and community in understanding the differences between the Plan and LDRs but also how the two relate. Rather than applying a one-size-fits-all approach, the plan will be informed by:

- Ongoing and past planning initiatives
- Community dynamics and sensitivities
- Key organizations and individuals familiar with the code
- Effective communication channels for diverse audiences

This collaborative approach, combined with Kimley-Horn's engagement tools, will be provided as part of the following:

- Stakeholder Group/Technical Advisory Group (TAG) to gather key insights assumed to be provided across up to four (4) meetings. The County may decide to utilize the Stakeholder Group/TAG as a review board vetting key ideas and concepts at key milestones of the LDR updates and prior to the public hearing process. TAG meetings are assumed to be provided virtually.
- Interactive workshops to explore development preferences illustrating key updates and concepts as part of up to four (4) workshops. The County may decide to utilize the four workshops at the mid-point of the project and prior to the public hearing process.

- Public-facing communications to raise awareness and participation including up to four (4) newsletters informing the public about what is an LDR, differences between LDR and Comprehensive Plan, FAQ, illustrative concepts or similar. The newsletters are generally four (4) pages in length and will be provided at key milestones of the LDR update.
- Up to two (2) online surveys to provide information and solicit input at key milestones.

Input gathered in Task 2 will directly inform the Existing Conditions Analysis, Annotated Regulatory Outline, and Draft Code.

Task 2 Deliverables:

1) Public Engagement Plan;
2) Stakeholder Group/TAG (up to four sessions);
3) Interactive Public Workshops (up to four total);
4) Newsletters (up to four).

Task 3: Existing Conditions Analysis & Report

A successful Code must be rooted in an understanding of the community's physical, regulatory, and cultural context including relationship to the Comprehensive Plan. To support this, the Existing Conditions Analysis will serve as the foundation for all planning and design decisions and build off of the analysis provided as part of the Comprehensive Plan. The findings will be compiled into an Existing Conditions Report that addresses:

- Initial analysis of the existing LDRs by the Kimley-Horn team including preparation and distribution of a survey that can be distributed to County staff regarding their familiarity with the LDRs, what portions they utilize the most, and what sections or standards work/could work with amendments or work well as written. Note, this staff survey is provided in addition to the two surveys provided in Task 2 above.
- GIS based analysis identifying each zoning district and the number of parcels and acreage for each district. This analysis helps to inform the viability and structure of existing districts and or the development or new districts.
- An opportunities and constraints analysis in word format; comments will be provided as part of and embedded in the County's current LDRs (word document comments in the "sidebar" of the code).

This report will be shared with the County staff, Board of County Commissioners, TAG and the Conty may elect to post on the County's website.

Based on the guidance provided in Task 1 and the sub-tasks above, Kimley-Horn will identify sections of the code to be retained, moved, and amended as part of this analysis. Kimley-Horn

will also begin evaluating portions of code to be retained for compliance with county, state, and federal regulations as may be applicable.

Task 3 Deliverables:

1) Staff Survey,
2) Existing Conditions Report; and
3) Opportunities and Constraints Analysis consisting of key comments based on the review of the current LDRs.

Task 4: Annotated Regulatory Outline

The development of the Annotated Regulatory Outline is a pivotal step in the LDR process, enabling consensus-building with County staff and the public on the structure and character of the LDRs and each district, whether conventional or mixed-use/FBC oriented and is provided before drafting the full code.

- At this critical milestone, it will be necessary to identify if the County desires to pursue an FBC component (optional sub-task) or develop unmapped zoning districts with specific design standards.

Drawing from community engagement and the Existing Conditions Analysis, Kimley-Horn will create a clear, structured framework to guide the update. This begins with a Regulatory Outline that defines context-sensitive districts, such as transect zones where mixed use/FBC is proposed, based on the desired physical character of different areas.

In tandem with the initial mapping analysis, Kimley-Horn will define the intended physical character of each district and "typical" district format/structure and information. Kimley-Horn will also review the County's Zoning Districts/Allowable Uses and Use type definitions and additional standards. Specific to public realm standards, covering streetscapes, sidewalks, landscaping, and pedestrian elements, will be coordinated with the County's mobility and infrastructure goals and FDOT Context Classifications. Each district will also include a generalized list of permitted uses and any supplemental standards. Limited, non-property specific illustrative graphics will accompany the framework for the core development standards to clearly convey proposed building forms and public realm expectations typically associated with landscape buffers, parking space design, signage/sign types, standards of measurement, etc. assumed to provide up to 30-40 graphics total; the list of graphics will be identified and mutually agreed upon as part of Task 1 and the list may be modified as part of the Annotated Outline. Kimley-Horn will not initiate the creation of the graphics until the style and list are mutually agreed upon with the County.

- Optional Task: Specific to Mixed-Use districts, Kimley-Horn will collaborate with County staff to assess the existing code and identify opportunities for up to two (2) Mixed-Use/FBC districts. Form-based principles will be applied to prioritize the centralization and activation of civic and open spaces, ensuring they contribute meaningfully to community character

and public life. For the conventional districts and related development standards, our team will focus on the assessment of the County's development and design standards including parking, landscaping/open space, signage, and general development standards (measurements/standards of general applicability).

Additionally, Kimley-Horn will work with County staff to evaluate current administrative procedures and recommend strategies for streamlining review processes. The team will identify the processes identified in the County's LDR and provide recommendations on those processes, requirements for each process and also address specific application requirements including recently adopted Florida Statute provisions regarding subdivision plats.

Task 4 Deliverables:

1) Annotated Regulatory Outline (with 1 round of revisions) including finalized list of graphics and graphic styles (preliminary list of graphics).

Task 5: Draft LDRs

Kimley-Horn will assemble all components developed in earlier phases into a draft set of LDRs based on the Modules identified below. This draft will follow the structure and format established in the Annotated Regulatory.

Kimley-Horn will develop a comprehensive use table to clearly define permitted, conditional, and prohibited uses by district, streamlining categories based on physical form and "use groups". Uses requiring supplemental standards will be footnoted with references to applicable code sections. A correlation table will link Future Land Use (FLU) designations to compatible districts/transects, supporting consistent application of the potential enhanced standards for Mixed-Use/FBC. The final draft will be tailored to reflect the unique character, goals, and development patterns of Lake County, as informed by community engagement, stakeholder input, and the Existing Conditions Analysis.

Kimley-Horn recommends providing County staff with three (3) "modules" for review as follows; each module would be provided to staff in its entirety based on the schedule identified in the early Tasks.

1. Districts (conventional and Mixed Use) including "use standards";
2. Design and development standards including parking, signage, landscape/buffering/open spaces;
3. Administrative procedures including definitions.

Following delivery of the draft LDRs, County staff will be responsible for conducting an internal review and providing consolidated feedback. To ensure clarity and avoid conflicting input, Kimley-Horn anticipates that all departmental comments will be compiled into a single, vetted document by the County's Project Manager and provided to Kimley-Horn for review and update.

Kimley-Horn will then prepare a second draft based on the County's consolidated feedback, which will serve as the working version for the Final LDRs in Task 6. It is assumed that new

districts proposed are unmapped and the County's Zoning Layer/GIS will not be updated as part of this project.

Task 5 Deliverables:

1) Full text of the LDRs (3 modules total)
2) One (1) round of initial revisions each module based on County staff directed comments.

Task 6: Adoption Process

Kimley-Horn will prepare presentation materials (PowerPoint) for the workshops and public hearings. Kimley-Horn will also attend and present at public hearings, and revising the compiled draft one time as noted below. The team will develop graphics that communicate the code's intent and function to both the public and elected officials through PowerPoint presentations and simple graphic boards with key concepts and ideas. Presentations will be tailored to highlight key topics identified in consultation with County staff and delivered to both the Planning Commission and BOCC by up to three (3) Kimley-Horn team members.

Task 6 Deliverables:

1) Final Revisions (1 revised draft following Planning Commission and County Commission meetings; 2 revisions total); and
2) Attendance and presentation at 1 Planning Commission Meeting; and
3) Attendance and presentation at 1 County Commission Meeting.

The following additional optional tasks can be provided to the County upon request as additional tasks. The County may choose to select one or both of the following.

OPTIONAL Task 7: Testing and Refinement

To ensure the draft Code is practical and responsive to real-world conditions, Kimley-Horn will lead a Code Testing Workshop in collaboration with County staff and local development stakeholders as may be desired by the County. The workshop will include a site design exercise and plan review to evaluate how well the proposed code performs in practice, identify potential gaps or challenges, and explore alternative solutions. While Kimley-Horn will facilitate the session, the County will coordinate logistics, including stakeholder outreach and venue arrangements. To maximize participation, the workshop may be held as two separate sessions or a single half-day event. The County/Stakeholders will be invited to submit example projects for testing which are assumed to be in the form of previously submitted/approved projects to the County. Kimley-Horn will present compliance analyses to guide the discussion. It is assumed up to three (3) projects would be identified for review by the County staff and provided to Kimley-Horn for review and summary; no environmental reviews (soils, habitats, air and water quality or similar would be

provided) and no engineering analysis including but not limited to traffic impact analysis, grading, utilities, stormwater design and analysis, or similar would be provided.

Task 7 Deliverables:

1) Code Testing Workshop (1 half day or 2 separate 2-hour sessions); and
2) Adjusted Draft Code (1 revised draft).

OPTIONAL Task 8: Implementation Tools and Training (Code Academy)

Once the LDRs specifically the Mixed-Use/FBC component is fully drafted, Kimley-Horn will support the County in aligning permitting processes with the new regulatory framework. To aid in implementation, Kimley-Horn will develop a User Guide for County staff and a Developer Manual, both designed to simplify daily code application. These graphic-rich documents will include step-by-step process guides, example designs, and visual aids. They will also serve as the foundation for up to 2 in-person training sessions tailored for staff and community groups, ensuring a smooth and informed transition to the new code.

Task 8 Deliverables:

4) User Guide;
5) Developer Manual; and
6) Training Sessions (up to 2, 1-hour sessions).

OPTIONAL Task 9: Interim Code Amendment(s) and Adoption

Similar to the services provided in Task 6 above, Kimley-Horn can assist the County with certain, limited code amendments that address specific legislative amendments. Kimley-Horn would assume no public outreach and or workshops as part of these amendments but does assume the following items.

A. Review of the currently adopted County Code
B. Identification of provisions of the County Code which may require amendment per the legislative amendments.
C. Upon agreement with County staff, prepare amended language in strikethrough and underline format.
D. Revise the proposed amendments up to two (2) times per County staff directed comments.
E. Prepare for and attend
    a. Attendance and presentation at 1 Planning Commission Meeting; and
    b. Attendance and presentation at 1 County Commission Meeting

Task 9 Deliverables:

1) Code amendment identification;
2) Draft code/text amendment;
3) Up to two (2) revisions;
4) Prepare for and attend two (2) total Hearings.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope that the Client requests, will be considered additional services and will be performed at hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

1. Revisions to the deliverable documents beyond the scoped revisions listed above.
2. Engineering, environmental science, or landscape architectural services.
3. Assist the County's attorney with preparation of the resolution and/or ordinances.
4. Attendance at additional meetings, hearings, and/or presentations beyond those specifically identified above.
5. Preparation and development of grant applications.
6. Traffic studies or analysis.
7. Due diligence on development sites.
8. Marketing materials, such as colored plots, handouts, brochures, or sales maps.
9. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
10. Services not specifically described in the above Scope of Services.

Information Provided by Client

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The following information shall be provided by the Client:

1. The current adopted code in editable format (word)
2. Relevant prior plans and studies.
3. County GIS data in its possession necessary to support this effort.
4. Preparation and distribution of any required legal notices associated with public hearings or work sessions.

SCHEDULE

A detailed schedule will be determined in partnership with County staff as part of Task 1.

PROFESSIONAL FEES:

Kimley-Horn will perform the services in Tasks 1 - 6 for the total lump sum fee below. Individual task amounts are informational only; however, the total fee will not be exceed without County authorization as part of an additional service. Optional Tasks 7 and 8 will be performed for the lump sum fee of the respective tasks if authorized. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

1: Project Initiation and Management	$	61,000
2: Community Engagement and Public Outreach	$	47,000
3: Existing Conditions and Analysis	$	63,000
4: Annotated Regulatory Outline	$	21,500
5: Draft Code	$	94,000
6: Adoption Process	$	72,500
Total	**$**	**359,000**
Optional/Additional FBC Component	$	42,000
Optional 7: Testing and Refinement	$	17,500
Optional 8: Implementation Tools and Training	$	18,500
Optional 9: Interim Code Amendment(s) and Adoption	$	12,000

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in Contract 25-501 which are incorporated by reference.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

KIMLEY-HORN AND ASSOCIATES, INC.

B. Kelley Klepper, AICP
Vice President

kimley-horn.com

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: Solid Waste

MEETING DATE: 6/23/2026
ITEM TYPE: Consent Item
ITEM ID: 43026

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Attachments:

Paper:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Anthony Ellis	-
Kerri Andrews	-
Karen Maxwell	-
Cari Christian	-
Rachel Bartolowits	-
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: 06/09/2026 **MEETING DATE:** 6/23/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 43027
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Heart of Florida Deep Injection Well Letter of Opposition and Resolution

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of a Resolution in Opposition to the Heart of Florida Deep Well Injection Project; and
2. Of a cover letter directed to the Florida Department of Environmental Protection.

There is no fiscal impact.

BACKGROUND SUMMARY: On June 9, 2026, the Board of County Commissioners (Board) heard a presentation regarding the Deep Well Injection process. The presentation was a result of concerns raised by residents related to the Heart of Florida landfill Deep Well Injection Project. At the conclusion of the presentation, the Board directed staff to bring back a Resolution in Opposition to the project along with a cover letter to the Florida Department of Environmental Protection.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Deep Injection Well Presentation
2.	FDEP Permit - Heart of Florida
3.	FDEP_Ltr_clean_6.15.26
4.	Proposed Resolution_Deep Well Injection

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 06/09/2026
Melanie Marsh	Approved - 06/16/2026
Anthony Ellis	Approved - 06/16/2026
David Salinas	Approved - 06/16/2026
Kerri Andrews	Approved - 06/16/2026
Karen Maxwell	Approved - 06/16/2026
Cari Christian	Approved - 06/16/2026
Rachel Bartolowits	Approved - 06/16/2026
Jaime Stewart	Approved - 06/16/2026

Melanie Marsh	Approved - 06/17/2026
Jennifer Barker	Approved - 06/17/2026
Marisol Saldana	Final Approval - 06/17/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

LAKE COUNTY, FL

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DEEP WELL INJECTION

June 9, 2026

OUTLINE

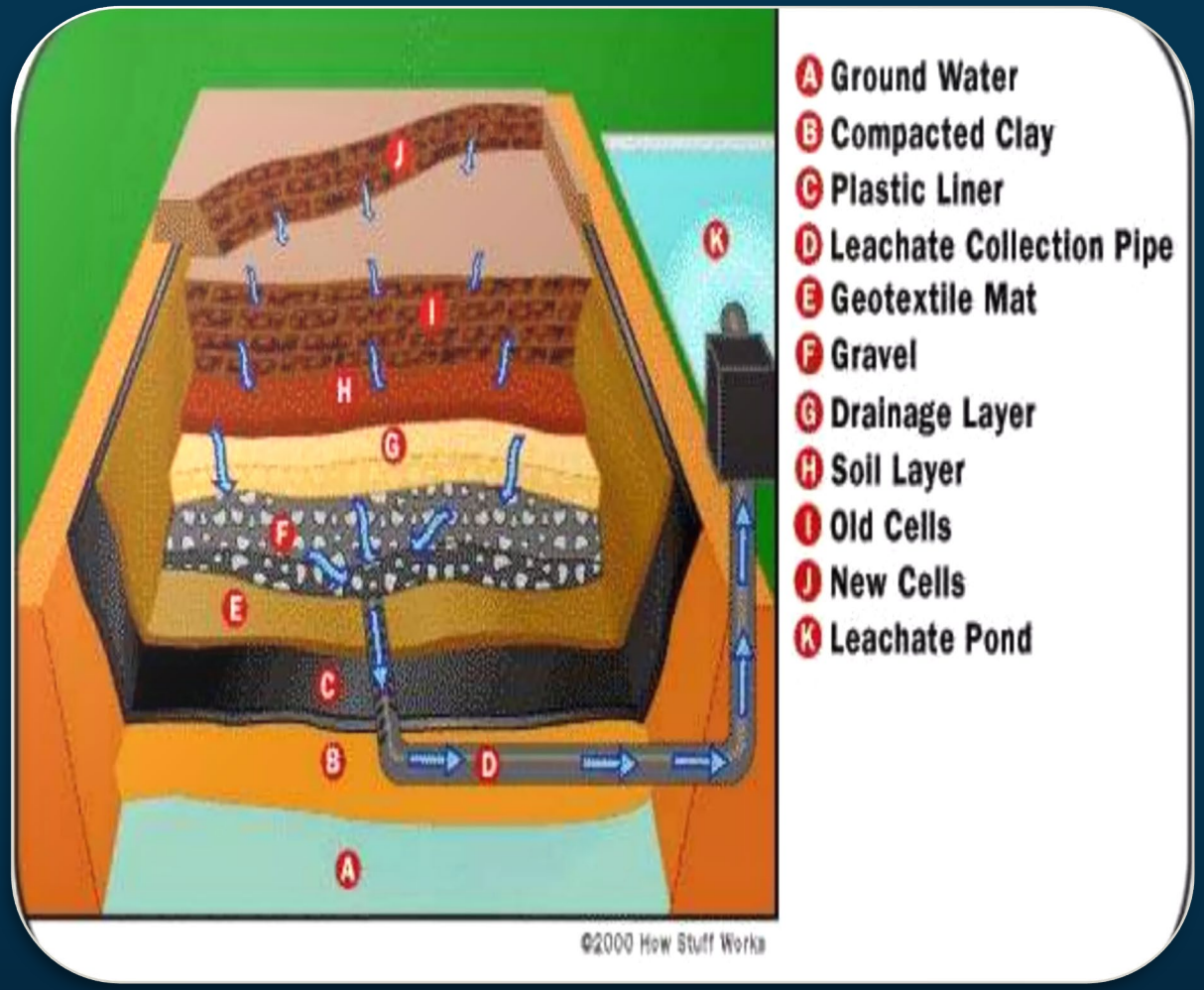
- Leachate
- Leachate Management Options
- Deep Well Injection
- Florida Department of Environmental Protection Information
- Concerns
- Risks

LEACHATE

Leachate is the liquid generated mainly from rainwater passing through the waste. As the water passes through the waste, it collects soluble and non-soluble solids, including harmful substances. Leachate is also produced from the decomposition of other landfill waste.

LEACHATE (2)

Leachate is captured at the bottom of a lined landfill, where pumps are installed in a sump to extract the leachate for treatment or disposal.



Landfill Cross Section

LEACHATE MANAGEMENT

Leachate Management Options:

- Recirculation
- Evaporation
- Treatment (Wastewater Treatment Plant)
- Deep Well Injection

Evaporators

DEEP WELL INJECTION (1)

For the purposes of today, Deep Well Injection is the process of “injecting” wastewater into porous formations below groundwater sources, insulating the liquid waste from drinking water aquifers, inserted between watertight rock layers. There are 6 well classes for deep well injection.

DEEP WELL INJECTION (2)

- Class I wells: Used to inject hazardous and non-hazardous wastes into deep, isolated rock formations.
- Class II wells: Used exclusively to inject fluids associated with oil and natural gas production.
- Class III wells: Used to inject fluids to dissolve and extract minerals.
- Class IV wells: Shallow wells used to inject hazardous or radioactive wastes into or above a geologic formation that contains a source of drinking water.
- Class V wells: Used to inject non-hazardous fluids underground. Most Class V wells are used to dispose of wastes into or above underground sources of drinking water.
- Class VI wells: Wells used for the injection of carbon dioxide (CO2) into underground subsurface rock formations for long-term storage, or geologic sequestration.

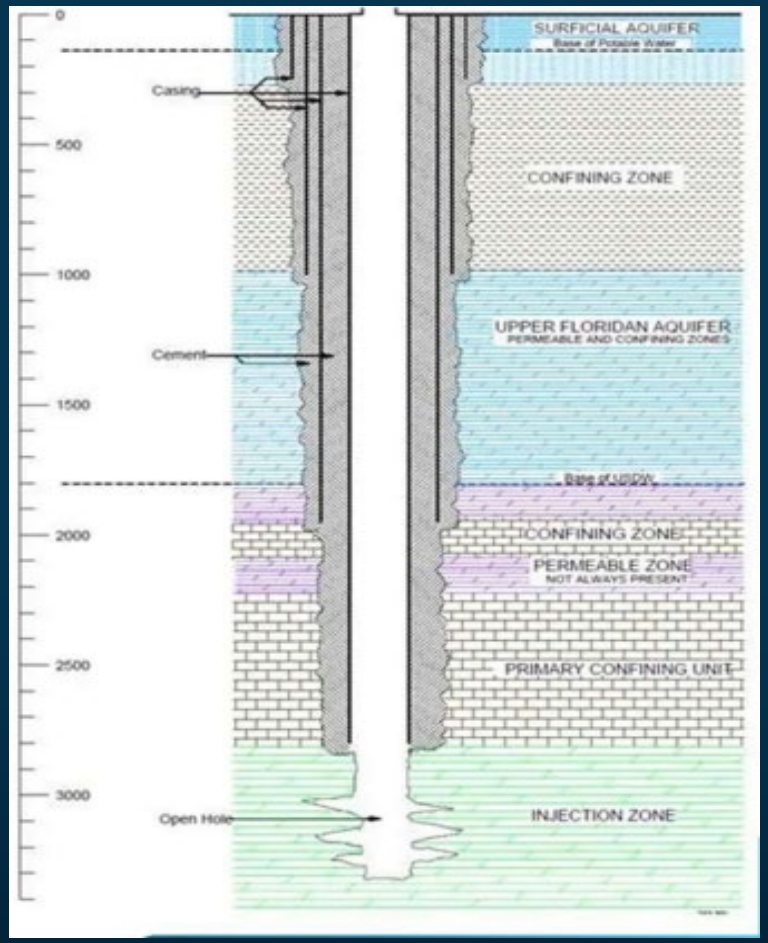
DEEP WELL INJECTION (3)

Heart of Florida's current permit is for a Class V well, which is used for exploratory purposes only and does not allow for wastewater disposal.

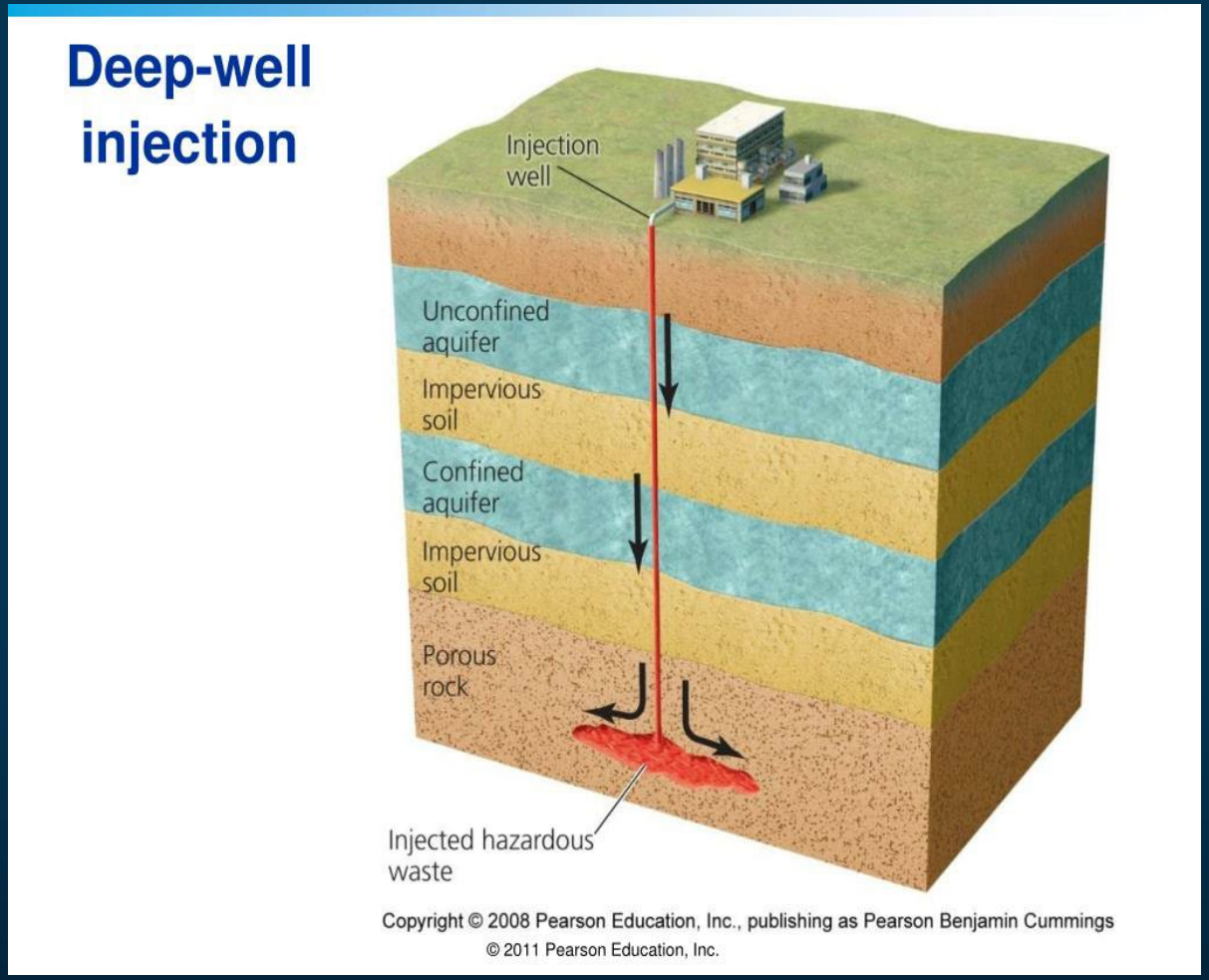
This phase is intended to evaluate the feasibility of a future Class I permitted deep well for the disposal of leachate.

DEEP WELL INJECTION (4)

Heart of Florida
Drawing of the Exploratory Well



Sample Deep Well Injection



FDEP INFORMATION

Florida Department of Environmental Protection (FDEP) Stats

- More than 180 active Class I wells in Florida
- New hazardous waste wells banned in 1983
- Waste treated to become non-hazardous or demonstrate waste will remain where placed while hazardous, defined as 10,000 years
- Approximately 54 wells in Florida are for Municipal wastewater disposal wells
- Pasco, Indian River, and Charlotte Counties have leachate deep wells

CONCERNS

Potential concerns for Class I Deep Injection Wells

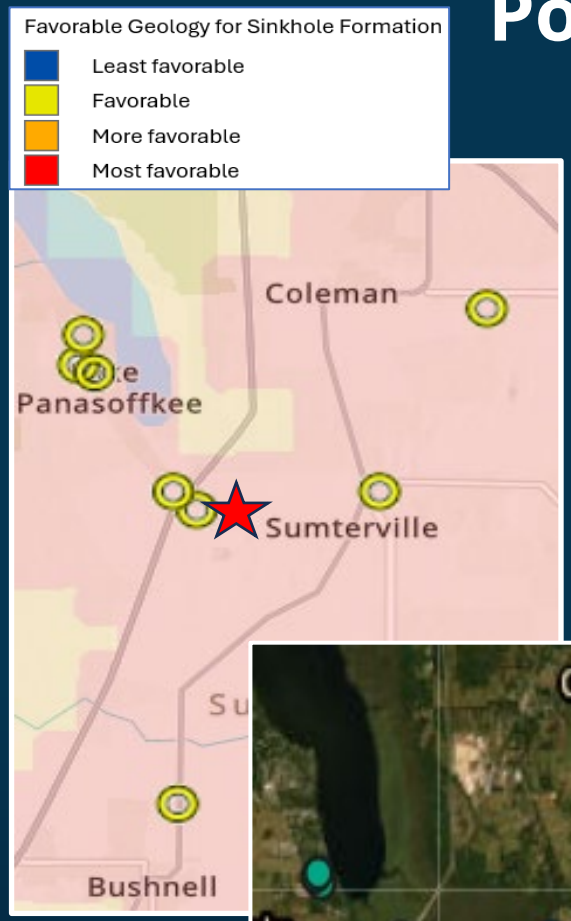
- Well construction failure
- Faults or fractures in the geology
- Minimal risk of induced seismicity
- Prolonged storage causing degradation to the impermeable rock layer
- Site contamination at the source
- Improper abandonment or sealing

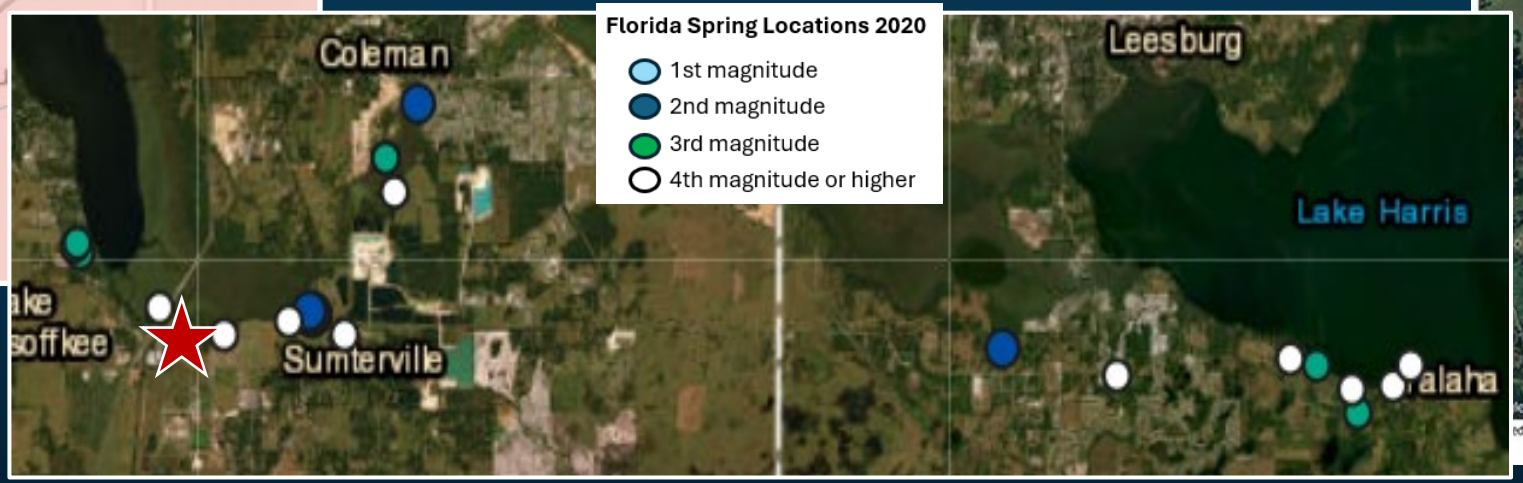
LAKE COUNTY, FL

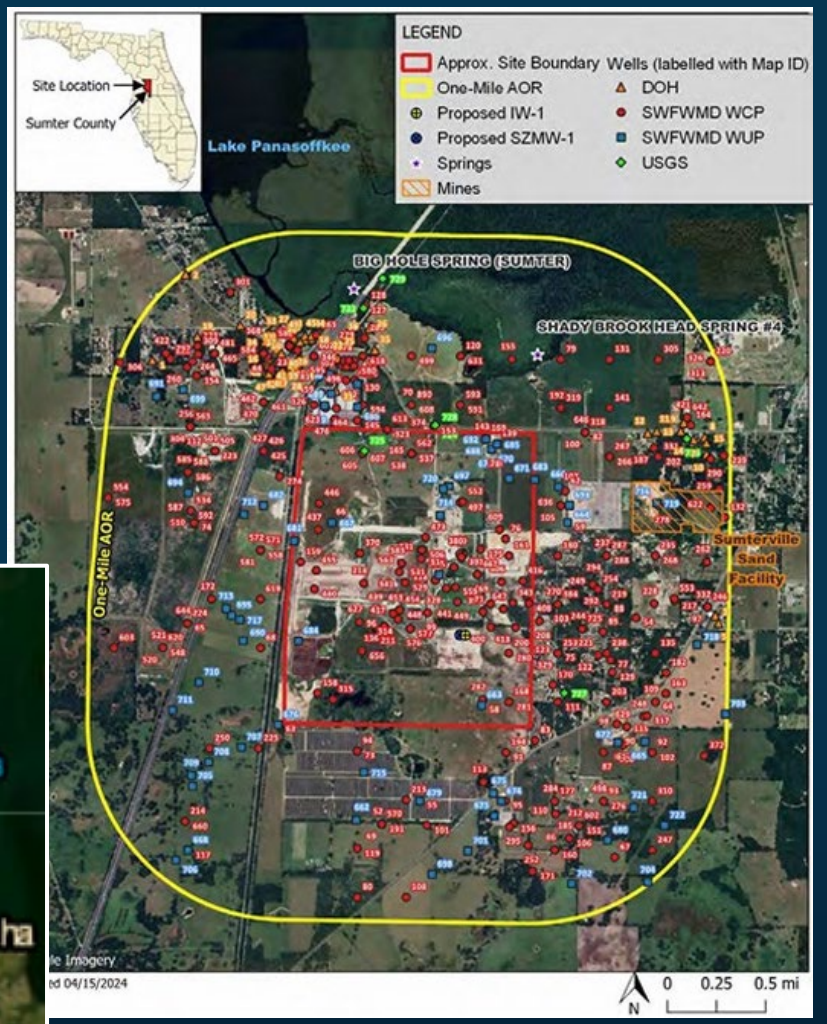
RISKS

Potential Impact to Future Water Supplies

- Well construction in unpredictable karst geology with no assurance of long-term subsurface stability
- Damage to aquifers, springs, and seeps
- 729 wells within one mile



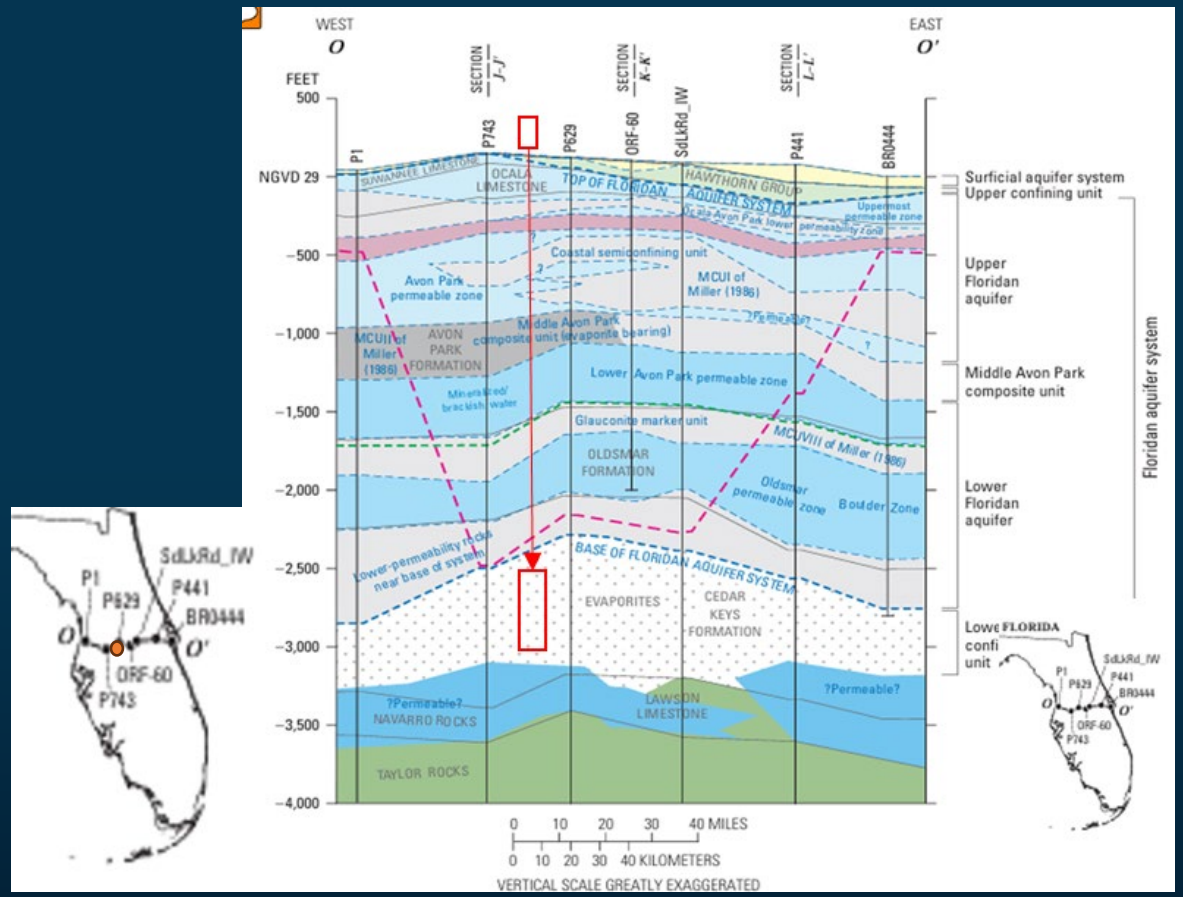




RISKS (2)

Potential Impact to Future Water Supplies

- Proposed discharge profile within waters considered as a potential future alternative potable water supply



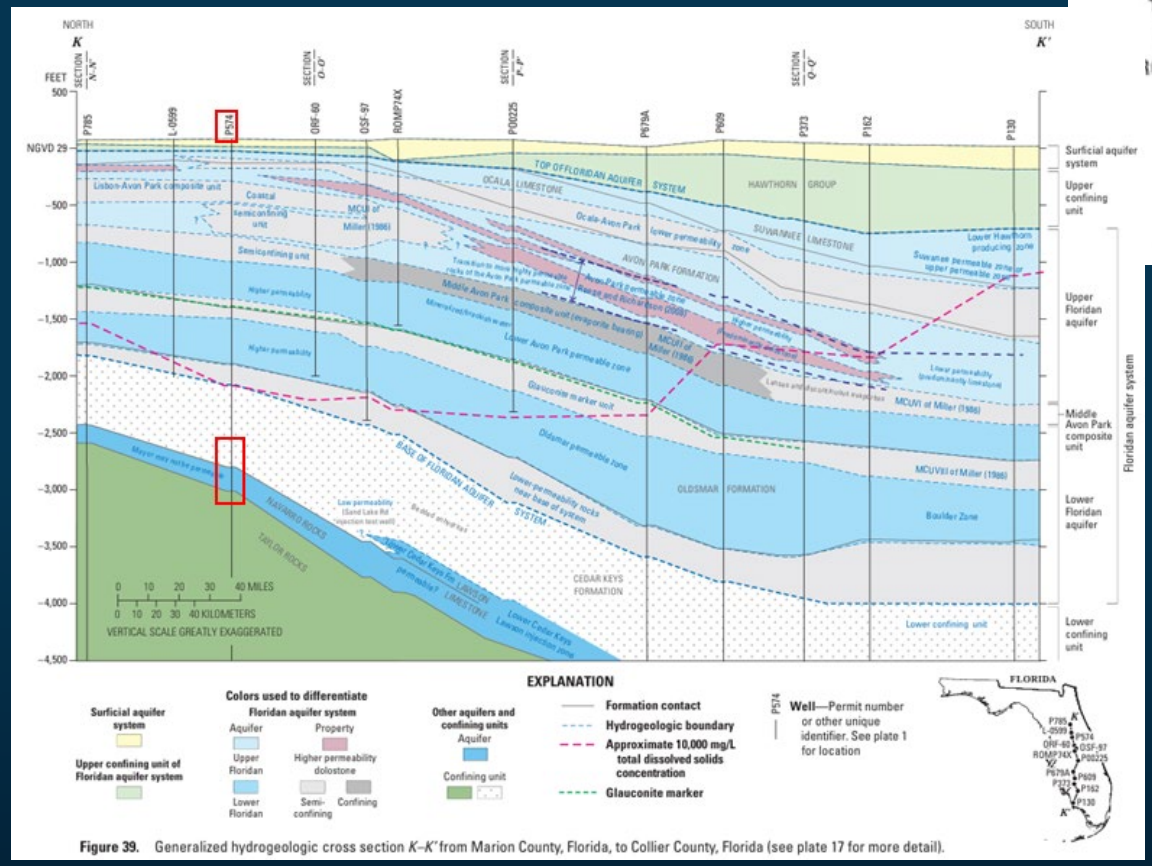
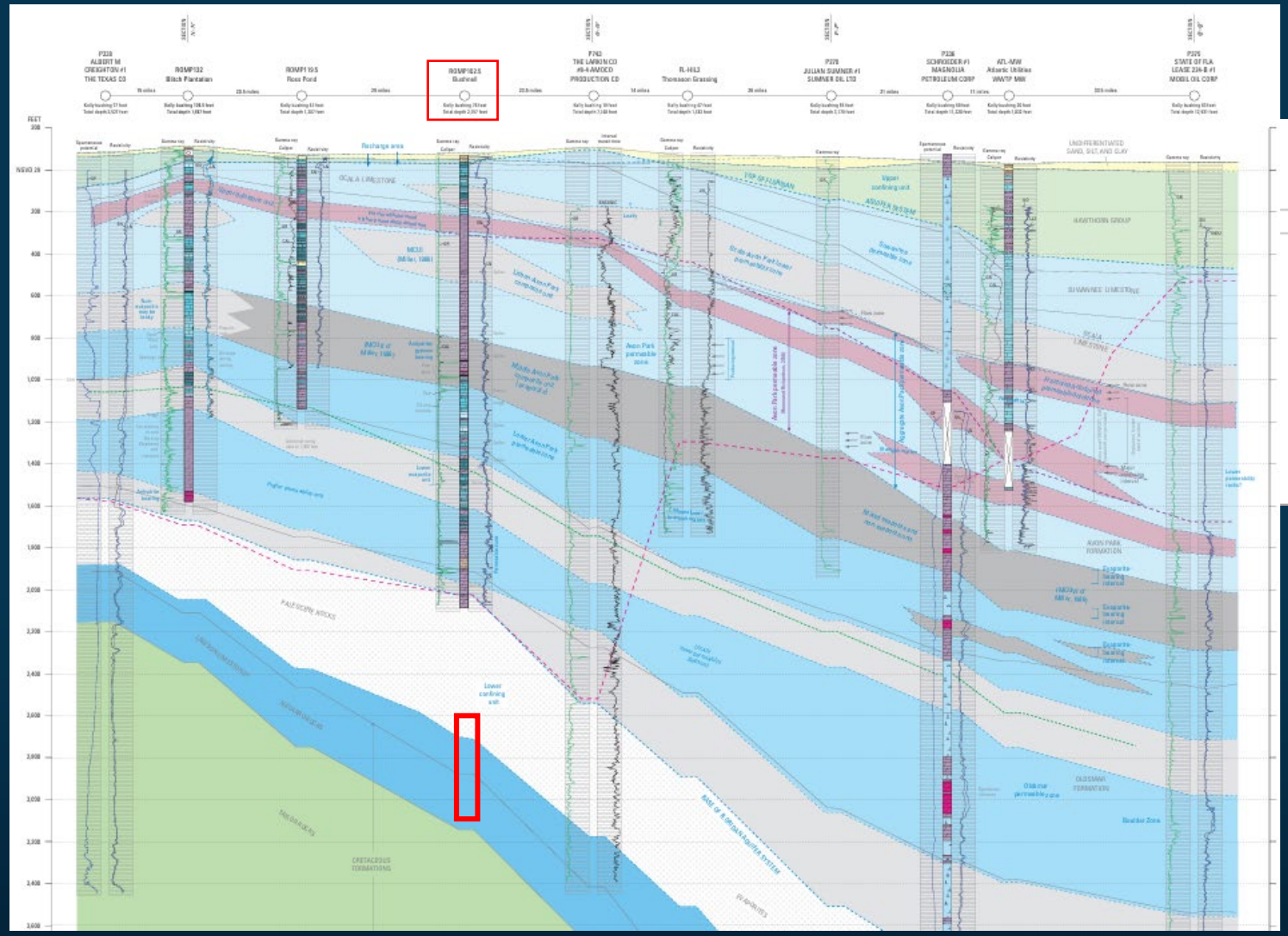
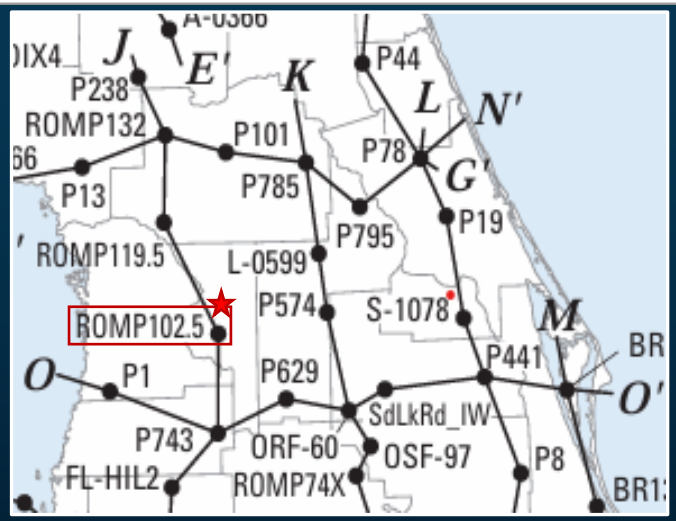


Figure 39. Generalized hydrogeologic cross section *K*–*K'* from Marion County, Florida, to Collier County, Florida (see plate 17 for more detail).

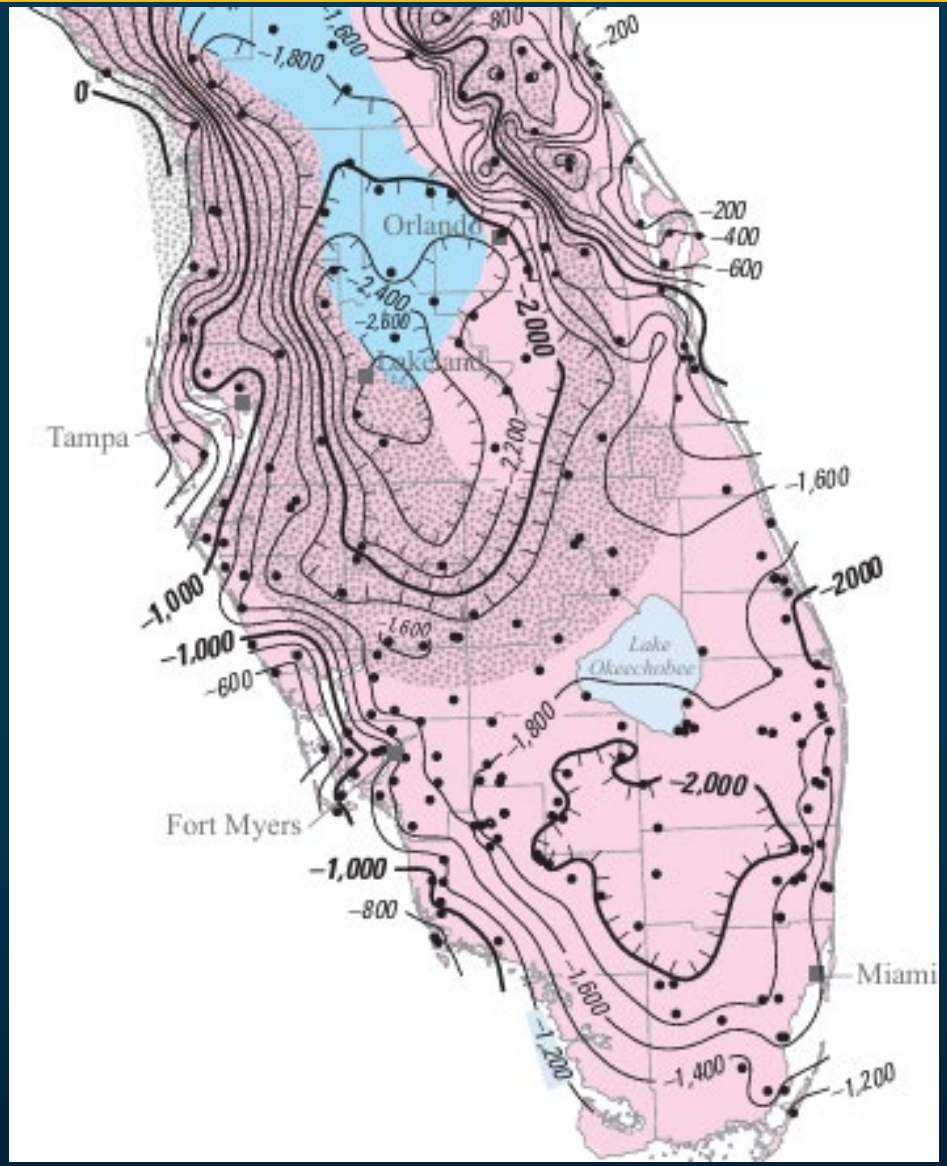
RISKS (3)

Potential Impact to Future Water Supplies





RISKS (4)



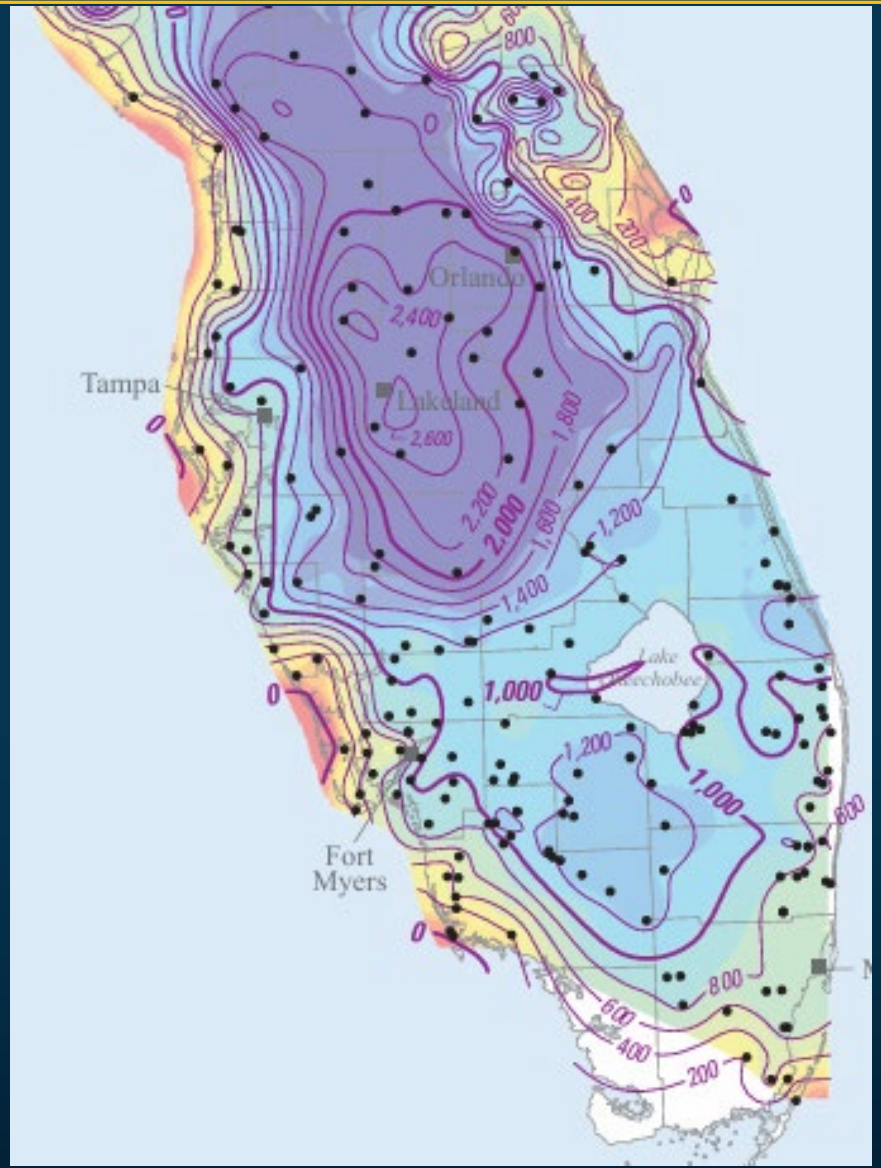
Potential Impact to Future Water Supplies

EXPLANATION

- **Contains water with <10,000 mg/L total dissolved solids (fresh- and brackish-water zones)**
- **Contains water in lower part of Floridan aquifer system with >10,000 mg/L total dissolved solids (saline water zone)**
- **Apalachicola salinity feature**
- **Potential salinity inversion area**—Fresher water lies beneath more saline water
- — *0* — **Water-quality zone contour**—Shows estimated altitude of water containing >10,000 mg/L total dissolved solids. Hachures indicate depression. Contour interval 200 feet. Datum is NGVD 29
- **Approximate updip limit of Floridan aquifer system**
- **Approximate updip limit of productive part of Upper Floridan aquifer**
- **Well control point**

Deep groundwater relatively free of dissolved solids = usable

RISKS (5)



Potential Impact to Future Water Supplies

EXPLANATION

Thickness of freshwater in Floridan aquifer system, in feet

0	>600 to 800
>0 to 50	>800 to 1,000
>50 to 100	>1,000 to 1,200
>100 to 200	>1,200 to 1,400
>200 to 400	>1,400 to 1,600
>400 to 600	>1,600 to 2,600

- **0** — **Line of equal thickness of Floridan aquifer system containing less than 10,000 mg/L of total dissolved solids concentration**—Interval 200 feet
- **Approximate updip limit of Floridan aquifer system**
- **Approximate updip limit of productive part of Upper Floridan aquifer**
- **Well control point**

Groundwater profile thickness

DEEP WELL INJECTION (5)

- Questions?

LAKE COUNTY, FL

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DEEP WELL INJECTION

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
P.O. Box 7800 • 315 W. Main St., Suite 316 • Tavares, FL 32778-7800

June 23, 2026

* *Via Regular U.S. Mail and Certified Mail #7022 2410 0002 7561 4634*

Florida Department of Environmental Protection
3319 Maguire Boulevard
Orlando, Florida 32803
Attn: Aaron Watkins, Director, Central District

RE: A.C.M.S., Inc. Heart of Florida Landfill
Deep Well Injection Class I Permit
UIC Permit 0450206-001-UC / WACS Facility ID 108384

Dear Mr. Watkins:

On behalf of the Board of County Commissioners, I am reaching out to you regarding concerns associated with the proposed Class I Deep Well Injection Permit for the Heart of Florida Landfill located at 1032 County Road 529A, Lake Panasoffkee, Florida, Sumter County, for which a Class V Exploratory Well is already being drilled under the approval of FDEP. The Lake County Board of County Commissioners is ***strongly opposed*** to the deep well injection of leachate. The proposed Class I Deep Injection Well passes through more than 2,000 feet of the potable water supply serving both the residents and ecosystems of all Central Florida. Further, the well will ultimately discharge leachate into either a potentially semi-confining layer of scantly defined competency or below, into untapped, although mineralized waters, representing potential future potable supply. As has been demonstrated elsewhere within Florida, failure of any part of an injection well system – including surface pumps, the well itself, the competency of the tapped formation, or subsequent karst interaction – may result in both direct and indirect aquifer contamination. As you know, leachate consists of dissolved organic matter, inorganic macro-components, heavy metals and metalloids, xenobiotic organic compounds, and PFAS, all of which can irreversibly contaminate groundwater resources if not properly treated or stored. Although disposal of leachate deep underground may sound appealing and may be more cost-effective than other disposal methods, the potential of well construction failure, faults or factures in the geology, risk of induced seismicity, degradation of the impermeable rock layer, site contamination or improper abandonment or sealing, are unacceptable when the slightest mishap can negatively impact the public health, welfare, and safety.

By FDEP's own admission[1]:

> Analyses conducted by the water management districts indicate that ground water resources are insufficient to fully meet future demands in large areas of the state. To do so would result in unacceptable environmental impacts including saltwater intrusion, reduction in spring flows, lowered lake levels and loss of wetlands.

With currently tapped groundwater resources being limited and the present need to develop alternative drinking water sources to address inadequate water supply, it is of the utmost importance to protect groundwater resources to the fullest extent possible. Therefore, the Board of County Commissioners implores FDEP to deny the issuance of a Class I permit for the Heart of Florida landfill.

Your consideration of Lake County's concerns is greatly appreciated. I stand ready, willing, and able to discuss this matter with FDEP and interested stakeholders. Please let me know if you have any questions or need any further information.

Sincerely,

Leslie Campione
Commissioner – District 4

Encl.: Resolution 2026-27

cc: Jennifer Barker, County Manager *{via email only}*
Melanie Marsh, County Attorney *{via email only}*
Cari Christian, Assistant County Manager *{via email only}*
David Salinas, Office of Solid Waste Director *{via email only}*

[1] https://floridadep.gov/owper/water-policy/content/alternative-water-supply

RESOLUTION 2026-27

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; EXPRESSING STRONG OPPOSITION TO THE HEART OF FLORIDA DEEP WELL INJECTION PERMIT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Lake, Florida ("Board") is entrusted with protecting the public health, safety, and welfare of Lake County residents and with responsibly managing solid waste and environmental resources; and

WHEREAS, leachate is the liquid generated mainly from rainwater passing through landfill waste, collecting soluble and non-soluble solids, and is also produced from the decomposition of landfill waste, and is captured at the bottom of a lined landfill where pumps installed in a sump extract the leachate for treatment or disposal; and

WHEREAS, deep well injection is the process of injecting wastewater into porous formations below groundwater sources, insulating liquid waste from drinking water aquifers by placing it between watertight rock layers, and there are six well classes for deep well injection; and

WHEREAS, deep injection wells are regulated by "classes" based on what they are used for: Class I wells dispose of hazardous and non-hazardous waste deep underground; Class II wells handle fluids from oil and gas production; Class III wells are used for mineral extraction; Class IV wells inject hazardous or radioactive waste into or above drinking-water formations (and are generally prohibited); Class V wells inject non-hazardous fluids, often into or above underground sources of drinking water; and Class VI wells are used to store carbon dioxide (CO_2) underground; and

WHEREAS, the Heart of Florida Landfill in Sumter County has been approved for, and is in the process of constructing a Class V exploratory well intended to evaluate feasibility of converting the Class V well into a Class I deep injection well for the disposal of leachate generated by the landfill (FDEP Facility ID 108384 /Permit No. 0450206-001-UC); and

WHEREAS, the Heart of Florida Landfill currently transports its leachate to an offsite wastewater treatment facility where it is treated prior to discharge; and

WHEREAS, potential concerns associated with Class I deep injection wells include well construction failure; faults or fractures in the geology; induced seismicity; degradation of confining rock layers; site contamination at the source; and improper abandonment or sealing; each of which pose risks of aquifer contamination, particularly to current potable water supply; and

WHEREAS, the State, and Central Florida in particular, has limited groundwater resources and, in order to meet future demands for potable water, alternative water supply sources such as mineralized water in deep aquifers, like the one proposed for the disposal of leachate at Heart of Florida, may need to be developed and should be protected from contamination; and

WHEREAS, the Board has been made aware of an anticipated request for, or proposal of, a deep well injection that could affect Lake County's interests in leachate management, environmental protection, public health, and fiscal responsibility; and

WHEREAS, the Board wishes to express its strong opposition to a proposed or anticipated deep well injection that is overbroad or unnecessary, while supporting science-based regulation and compliance with applicable permits and laws.

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

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 Resolution upon adoption hereof.

Section 2. **Opposition to Deep Well Injection.** The Board is strongly opposed to any proposed or anticipated deep well injection within Central Florida. Deep well injection technology is subject to well construction failure; faults or fractures in the geology; risk of induced seismicity; degradation of confining rock layers; site contamination at the source; and improper abandonment or sealing, all of which pose immense dangers to the health, safety, and welfare, not only residents within Lake County, Florida, but to residents within and visitors to the greater Central Florida area.

Section 3. **Clerk to Transmit Copies.** The Clerk is hereby directed to transmit certified copies of this Resolution to the Florida Department of Environmental Protection and the Lake County Legislative Delegation.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

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

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

DATE: 05/28/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 43003
Jill Brown, Office of Transit Director
BY: Jeanine Knaak, Office Associate V
SUBJECT: CTD Trip and Equipment Grant Application

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval:
1. To approve the Florida Commission for the Transportation Disadvantaged Trip and Equipment Grant Application for FY 2026-2027; and
2. To adopt the supporting Resolution.

The fiscal impact is $1,050,769 — $945,693 (revenue/expenditure — grant funded) and $105,076 (expenditure - county match).

BACKGROUND SUMMARY: Annually, the Florida Commission for the Transportation Disadvantaged (CTD) awards funds to the Community Transportation Coordinators (CTCs) to provide trips for the transportation disadvantaged population. The CTD requires a new original resolution to be provided with the grant application each year. This grant is a 90/10 match.

The Trip and Equipment Grant funds will be used to provide the following trips:

- Medical (all except emergency medical)
- Nutritional
- Employment
- Education
- Life-Sustaining

The Trip and Equipment Grant Agreement is effective on the date the CTD signs the agreement, which is anticipated to be July 1, 2026, and will remain in effect through June 30, 2027. The grant dollars from the CTD will be $945,693 with a local match of $105,076 for a grant total of $1,050,769. The local match is allocated annually during the budget process. The grant will provide approximately 21,550 transportation disadvantaged (paratransit) trips for FY 2026–2027.

Fiscal Impact: $1,050,769 — $945,693 (revenue/expenditure — grant funded) and $105,076 (expenditure - county match)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Transit	1210	3327210	334491	20657	-$945,693
Transit	1210	3327210	830340	20657	$1,050,769

Advertised Date: Paper:

Attachments:

1.	Lake CTD TE Grant Application 2026-27
2.	Lake CTD TE Grant Service Rates 2026-27
3.	Reso 2026__6.9.26

STAFF APPROVALS AND DATES:

Jeanine Knaak	Created/Initiated - 05/28/2026
Amy Bradford	Approved - 05/28/2026
Kelley Faulise	Approved - 06/01/2026
Joshua Smith	Approved - 06/02/2026
Jill Brown	Approved - 06/03/2026
Karen Maxwell	Approved - 06/03/2026
Cari Christian	Approved - 06/03/2026
Melanie Pompos	Approved - 06/04/2026
Ron Falanga	Approved - 06/04/2026
Kandace Pourbaix	Approved - 06/04/2026
Rachel Bartolowits	Approved - 06/09/2026
Miranda Lanoue	Approved - 06/10/2026
Jaime Stewart	Approved - 06/11/2026
Melanie Marsh	Approved - 06/12/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Transportation Disadvantaged
Trip & Equipment Grant Recipient Information

Legal Name	Lake County Board of County Commissioners		
Federal Employer Identification Number	59-6000-695		
Registered Address	315 W. Main Street		
City and State	Tavares, FL	**Zip Code**	32778
Contact Person for this Grant	Jill Brown	**Phone Number** *Format 111-111-1111*	352-901-0606
E-Mail Address ***[Required]***	jill.brown@lakecountyfl.gov		
Project Location ***[County(ies)]***	Lake		

Budget Allocation	
Grant Amount – State Allocation [90%]	$945,691.00
Grant Amount – Local Match [10%]	$105,076.00
Voluntary Dollar Amount	$2.00
Local Match for Voluntary Dollars [In Kind]	$0.00
Total Project Amount	**$1,050,769.00**

Capital Equipment Request	
Description of Capital Equipment	**$ Amount**
Total Project Amount	**$ 0.00**

Local Coordinating Board Review IS Required if Requesting Capital Equipment

The purchase of capital equipment is included and has been reviewed by the _____ Local Coordinating Board.

_____ _____

Signature of Local Coordinating Board Chairperson ***Date***

I, the authorized Grantee Representative, hereby certify that the information herein is true and accurate and is submitted in accordance with the 2026-27 Program Manual and Instructions for the Trip & Equipment Grant.

_____ _____

Signature of Grant Recipient Representative ***Date***

Florida Commission for the Transportation Disadvantaged

Transportation Disadvantaged Trip & Equipment Grant Service Rates

Name of Grant Recipient	Lake County Board of County Commissioners
Project Location [County(ies)]	Lake
Service Rate Effective Date	July 1, 2026

Grant Agreement Service Rates		
Type of Service Transportation Mode	**Unit of Measure (Trip or Passenger Mile)**	**Cost Per Unit**
* Ambulatory	Trip	35.93
* Wheel Chair	Trip	61.59
* Stretcher		
Bus Pass – Daily	Pass	3.00
Bus Pass – Weekly	Pass	8.00
Bus Pass – Monthly	Pass	30.00

**** Ambulatory, Wheel Chair and Stretcher*** must all use the *same Unit of Measure* either ***Trip or Passenger Mile***; Cannot mix, all must be the same regardless of Transportation Mode.

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AUTHORIZING THE SIGNING AND THE SUBMISSION OF GRANT APPLICATIONS AND SUPPORTING DOCUMENTS AND ASSURANCES TO THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP AND EQUIPMENT GRANT, THE ACCEPTANCE OF GRANT FUNDS, AND EXPENDITURE OF GRANT FUNDS PURSUANT TO GRANT AWARDS.

WHEREAS, the Lake County Board of County Commissioners has the authority to apply for and accept grants, make purchases, and expend funds pursuant to grant awards made by the Florida Commission for the Transportation Disadvantaged Trip and Equipment Grant and to undertake transportation disadvantaged service projects as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

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

Section 1. Legal Findings of Fact. 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. Application. This Resolution applies to the Trip and Equipment Grant Application as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

Section 3. Submission. The submission of grant applications, supporting documents, and assurances to the Florida Commission for the Transportation Disadvantaged for fiscal year 2026-2027 is hereby approved.

Section 4. Authorization. The Lake County Transit Services Director or their designee is authorized to sign all grant applications, certifications, assurances, reimbursement invoices, warranties, agreements, and any other required documents; purchase equipment and vehicles and expend grant funds pursuant to a grant award after acceptance of the grant by the Board of County Commissioners, unless specifically rescinded. However, the Lake County Attorney is the only

person authorized to submit certifications and assurances that are required to be submitted by an authorized attorney of Lake County as a grant applicant.

Section 5. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Resolution.

Section 6. Effective Date. This Resolution will take effect upon approval by the Lake County Board of County Commissioners.

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

ATTEST: This _____ day of_____, 2026.

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

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

DATE: 04/28/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42947
BY: Robert Halecky, Right-of-Way Agent III
SUBJECT: Conveyance of Public ROW to FDOT for road improvements on a portion of SR 50 in the Mascotte area

---

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval:
1. To adopt a Resolution to authorize the conveyance of public right of way to FDOT for road improvements on a portion of State Road 50 in the Mascotte area; and
2. To authorize the Chairman to execute the County Deeds and any necessary transfer documents; and
3. To authorize the Chairman to execute FDOT donation forms.

There is no fiscal impact. Commission District 1.

BACKGROUND SUMMARY: The Florida Department of Transportation (FDOT) has requested Lake County (County) transfer its interest in portions of the following right-of-ways alongside State Road 50:

- Lee Road #1604 (by maintenance only); unnamed 15-foot platted right of way (PB 11 PG 47)
- Douglas Road #1805 (PB 11 PG 47 & by maintenance)
- Taylor Annex (PB 11 PG 47)
- Joe Ruby Lane (ORB 126 PG 166)
- Bishop Avenue (ORB 578 PG 966)
- South Bay Lake Road (a/k/a Church Road) #0604 (PB 4 PG 27 & by maintenance)
- County Road 33 (CR 33) (a/k/a Bluff Lake Road) #2409 (RMB 1 PG 56)

The portions to be conveyed to FDOT are located at the intersections of State Road 50 (SR 50) within Sections 14 through 17, Township 22 South, Range 24 East. The purpose of this request is for FDOT to install and maintain transportation improvements along SR 50 from CR 33 west to the Lake/Sumter County line.

The proposed improvements encroach on portions of County-maintained and non-County-maintained rights of way (ROW) at eight intersections along SR 50 identified as Parcel 100 on the FDOT Right of Way Map for SR 50, Section 11070, F.P. No. 435859-

5 (Lake County), on file at the FDOT District Five Office, Surveying and Mapping Section, DeLand, Florida.

The Public Works Department is in favor of the ROW transfers and the County is reserving specific rights, which FDOT has agreed to and will countersign the County Deed to confirm acceptance.

Section 335.0415, Florida Statutes, allows the transfer of public roads to or from the State Highway System by mutual agreement of the affected governmental entities. FDOT has provided a formal letter requesting the conveyance of these ROWs. A Resolution supporting the conveyance of the County-maintained and non-County-maintained ROW for the purposes of FDOT transportation improvements along SR 50 is requested.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:

Attachments:

1.	Location Maps
2.	FDOT SR 50 RW Transfers_FDOT ROW EXCERPT PAGES_5-26-26
3.	County Resolution_RW Transfer_FDOT SR 50_5-28-26
4.	County Deed_RW Transfer_FDOT SR 50_Rev 5-22-26
5.	FDOT Donation Form

STAFF APPROVALS AND DATES:

Robert Halecky	Created/Initiated - 04/28/2026
Michelle Wilkinson	Approved - 05/28/2026
Jeff Johnson	Approved - 05/29/2026
David Hill	Approved - 06/02/2026
Kerri Andrews	Approved - 06/09/2026
Jeffrey Earhart	Approved - 06/09/2026
Grace Burgos	Approved - 06/09/2026
Roberto Bonilla	Approved - 06/09/2026
Ron Falanga	Approved - 06/09/2026
Kandace Pourbaix	Approved - 06/10/2026
Miranda Lanoue	Approved - 06/10/2026
Jaime Stewart	Approved - 06/11/2026
Rachel Bartolowits	Approved - 06/12/2026
Melanie Marsh	Approved - 06/12/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

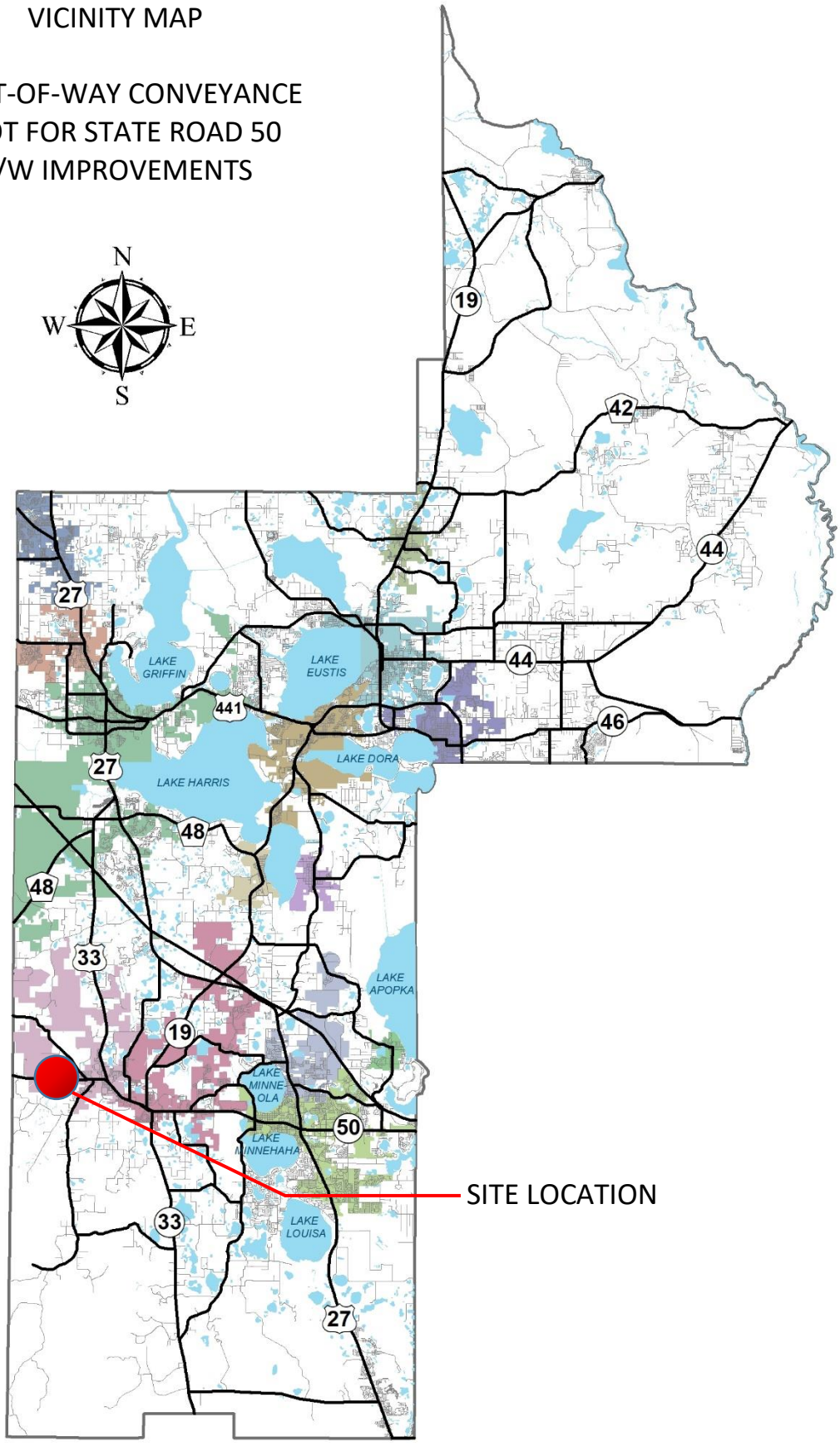
ACTION TAKEN BY BOARD:

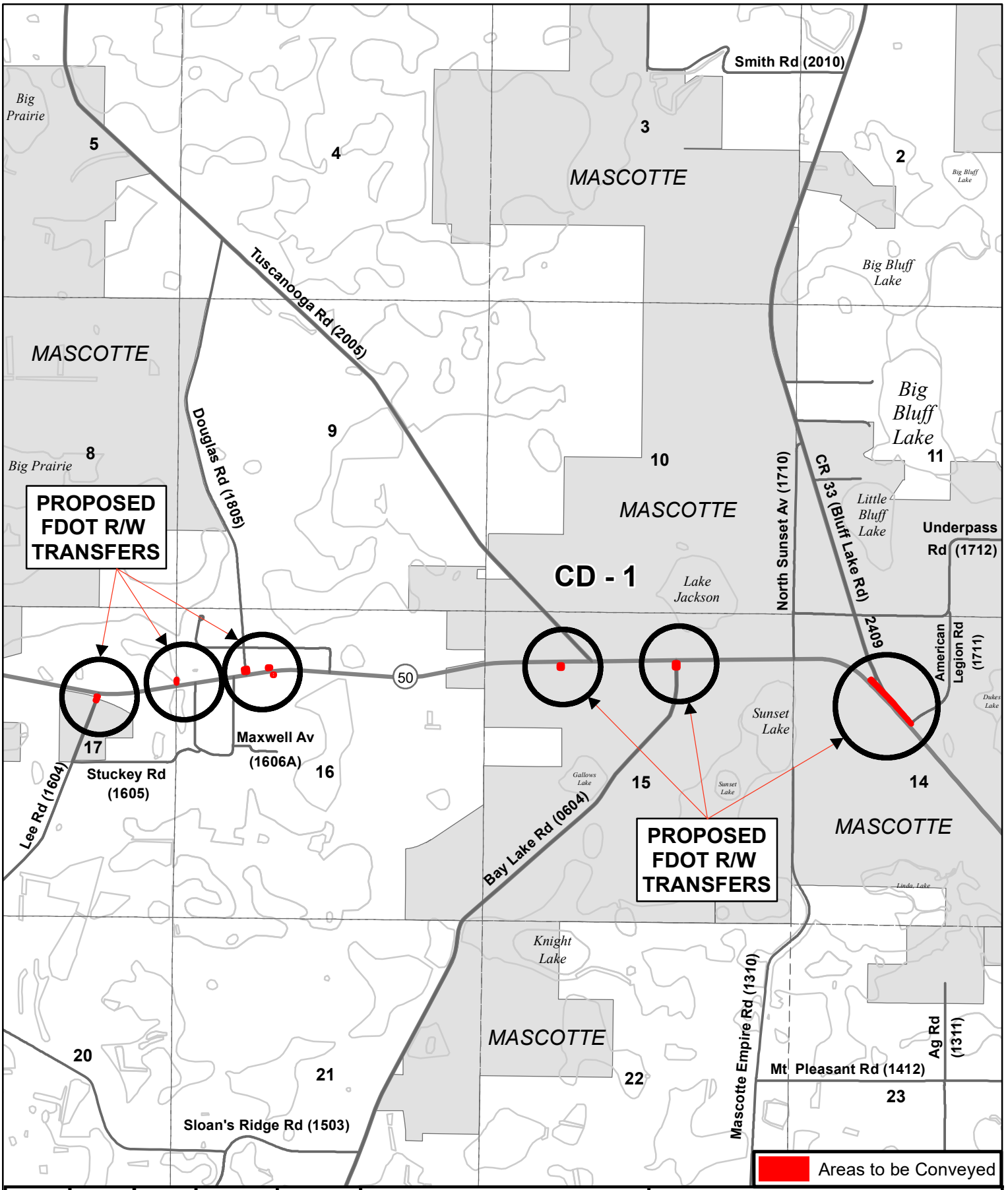
Action: New Continued/Deferred Until:

Other:

VICINITY MAP

RIGHT-OF-WAY CONVEYANCE
FDOT FOR STATE ROAD 50
R/W IMPROVEMENTS





SECTION	TOWNSHIP	RANGE
14-17	22S	24E

PREPARED BY: KHJ

DATE: November 20, 2024

N W E S

PRINT DATA

SCALE: Not to Scale

PAPER SIZE (TO SCALE): 8.5 x 11

LAYOUT: Portrait

FILE PATH:

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY

FDOT
(Right of Way Conveyance)
Location Map

S:\Right of Way\FDOT ROW Requests\FDOT SR50.pdf

SECTION	TOWNSHIP	RANGE
17	22S	24E

PREPARED BY: KHJ

DATE: 11/18/2024

N W E S

PRINT DATA	
SCALE	Not to Scale
PAPER SIZE (TO SCALE)	8.5 x 11
LAYOUT	Portrait

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

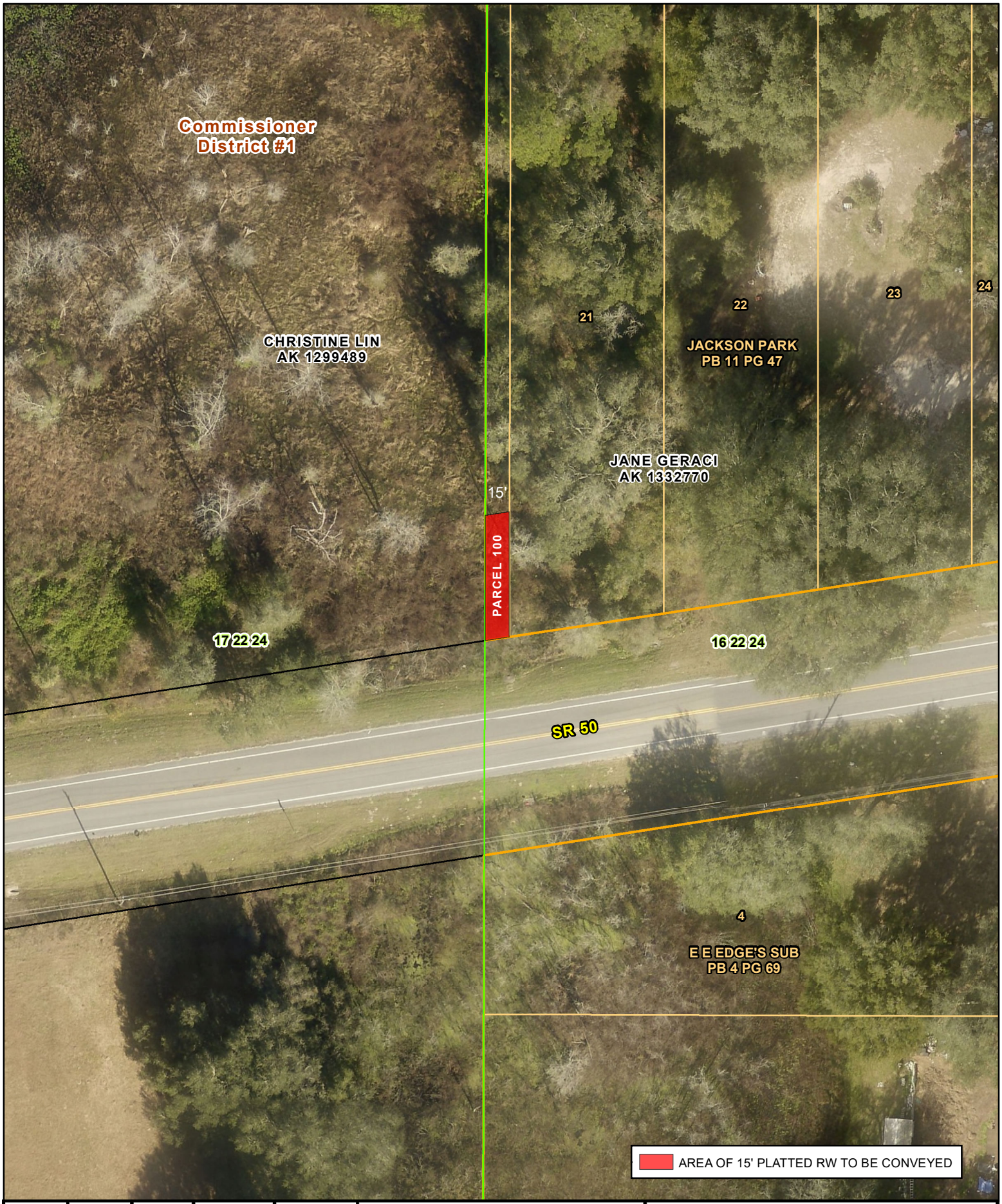
THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY

(2022 Aerial)

FILE PATH: S:\Right of Way\FDOT ROW Requests\FDOT RW SR 50 Lee Road

FDOT

Right-of-Way Conveyance
(State Road 50 Improvements)



SECTION	TOWNSHIP	RANGE
16	22S	24E

PREPARED BY: KHJ

DATE: 11/18/2024

N W E S

PRINT DATA

SCALE: Not to Scale

PAPER SIZE (TO SCALE): 8.5 x 11

LAYOUT: Portrait

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

(2022 Aerial)

FILE PATH: S:\Right of Way\FDOT ROW Requests\FDOT RW SR 50 Transfer Map 15' Platted RW.pdf

FDOT

Right-of-Way Conveyance

(State Road 50 Improvements)

SECTION	TOWNSHIP	RANGE
16	22S	24E

PREPARED BY: KHJ

DATE: 11/18/2024

N W E S

PRINT DATA	
SCALE	Not to Scale
PAPER SIZE (TO SCALE)	8.5 x 11
LAYOUT	Portrait

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

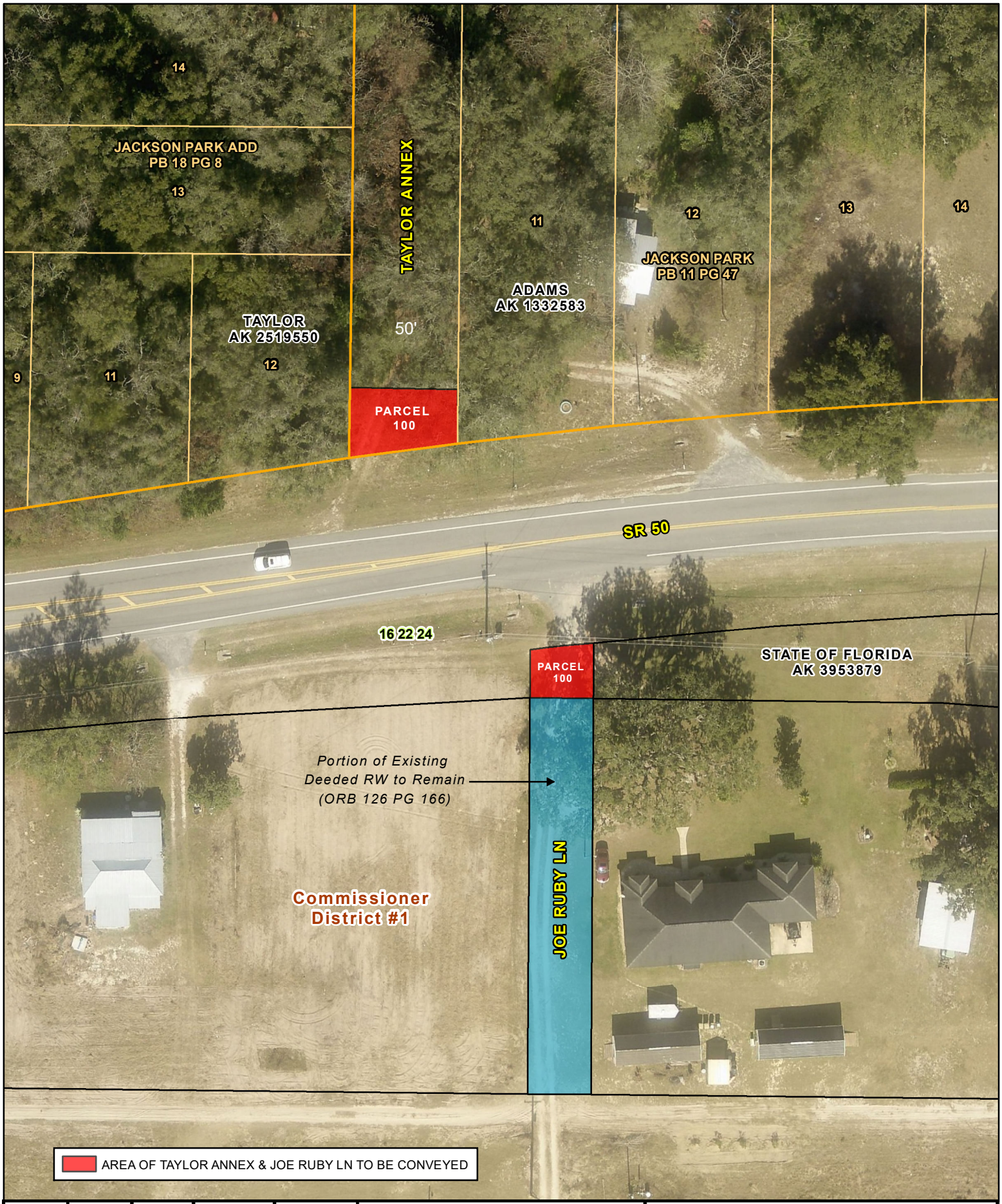
(2022 Aerial)

FILE PATH: S:\Right of Way\FDOT ROW Requests\FDOT RW SR 50 Transfer Map Douglas Road

FDOT

Right-of-Way Conveyance

(State Road 50 Improvements)



SECTION	TOWNSHIP	RANGE
16	22S	24E

PREPARED BY: KHJ

DATE: 11/18/2024

N W E S

PRINT DATA

SCALE: Not to Scale

PAPER SIZE (TO SCALE): 8.5 x 11

LAYOUT: Portrait

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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(2022 Aerial)

FILE PATH: S:\Right of Way\FDOT ROW Requests\FDOT RW SR 50 Transfer Map Taylor Annex & Joe Ruby

FDOT

Right-of-Way Conveyance

(State Road 50 Improvements)

SECTION	TOWNSHIP	RANGE
15	22S	24E

PREPARED BY: KHJ

DATE: 11/20/2024

N W E S

PRINT DATA	
SCALE	Not to Scale
PAPER SIZE (TO SCALE)	8.5 x 11
LAYOUT	Portrait

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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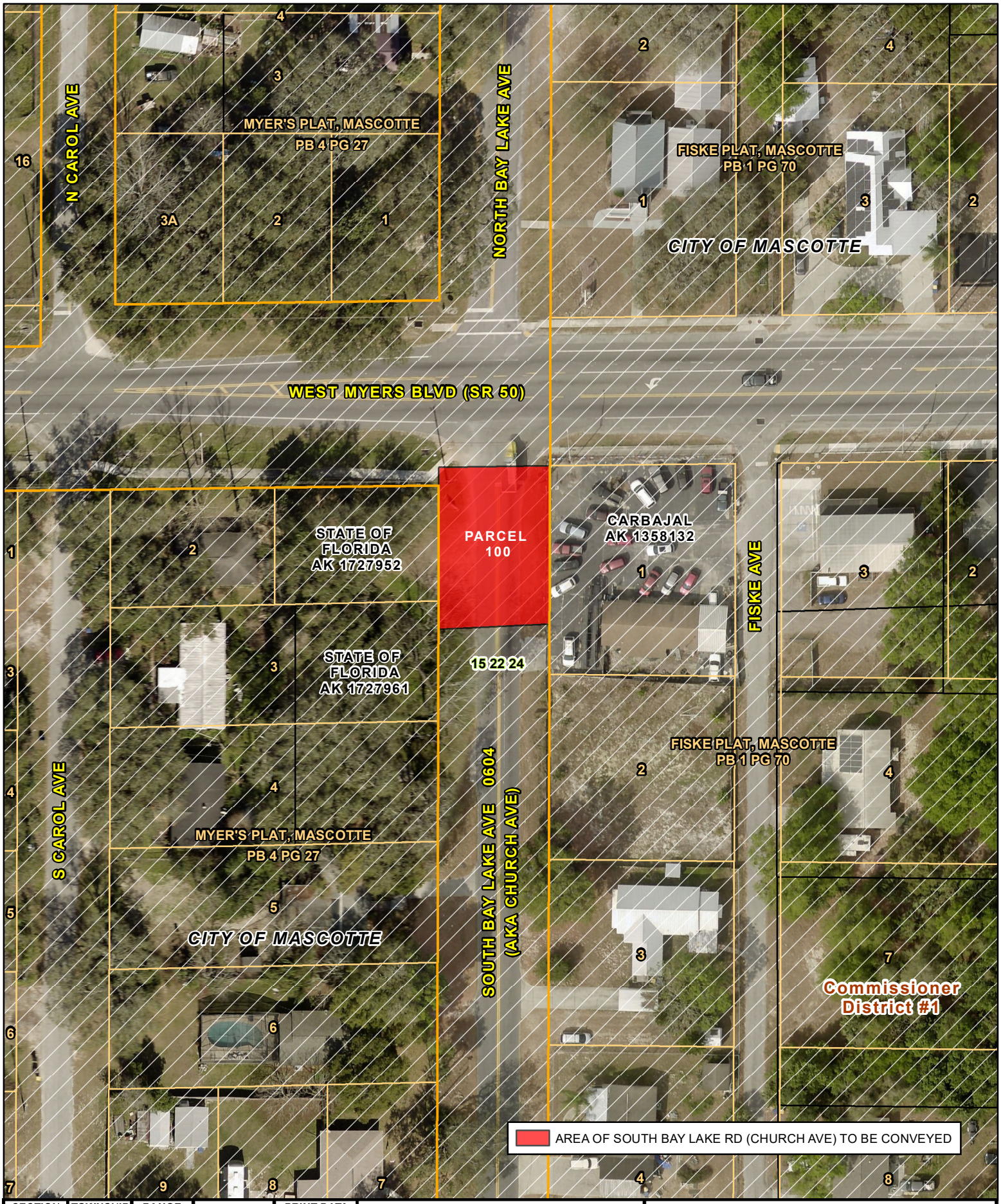
(2022 Aerial)

FILE PATH: S:\Right of Way\FDOT ROW Requests\FDOT RW SR 50 Transfer Map Bishop Ave.pdf

FDOT

Right-of-Way Conveyance
(State Road 50 Improvements)



SECTION	TOWNSHIP	RANGE
15	22S	24E

PREPARED BY: KHJ

DATE: 11/20/2024

N W E S

PRINT DATA

SCALE: Not to Scale

PAPER SIZE (TO SCALE): 8.5 x 11

LAYOUT: Portrait

FILE PATH:

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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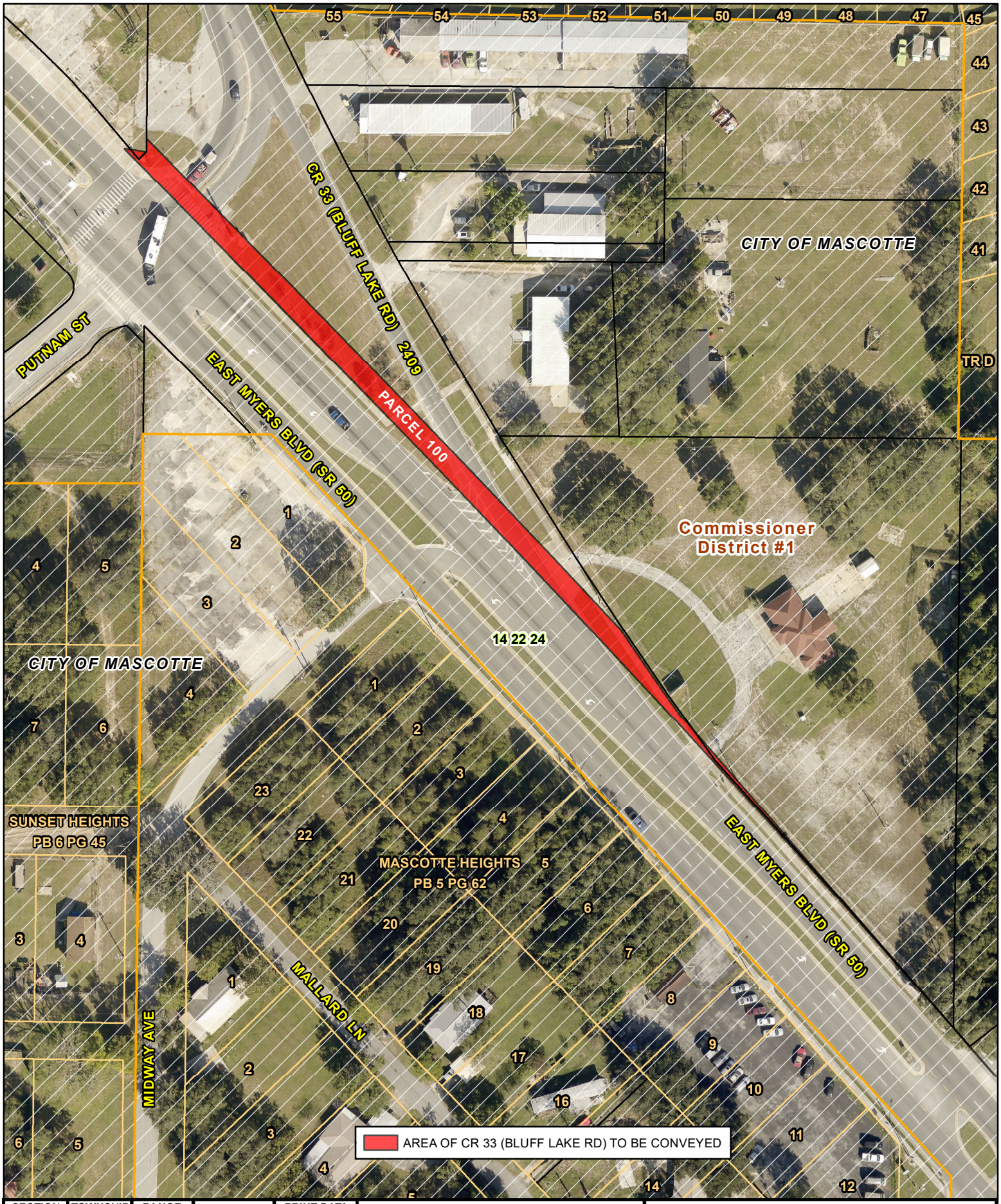
(2022 Aerial)

FDOT

Right-of-Way Conveyance

(State Road 50 Improvements)

S:\Right of Way\FDOT ROW Requests\FDOT RW SR 50 Transfer Map Church Ave (Bay Lake Rd).pdf



SECTION	TOWNSHIP	RANGE
14	22S	24E

PREPARED BY: KHJ

DATE: 11/20/2024

N W E S

PRINT DATA

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PAPER SIZE (TO SCALE): 8.5 x 11

LAYOUT: Portrait

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

(2022 Aerial)

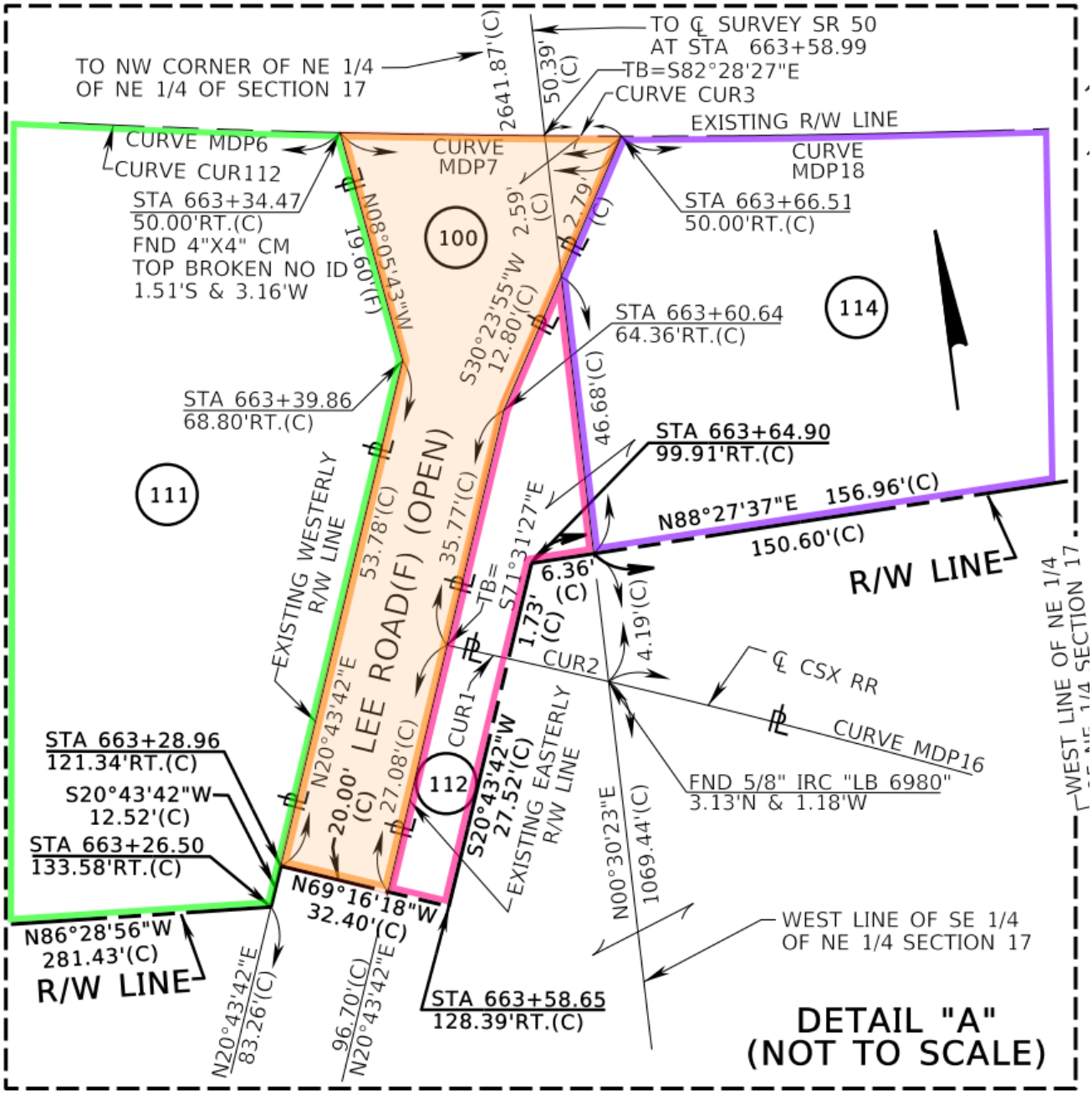
FILE PATH: S:\Right of Way\FDOT ROW Requests\FDOT RW SR 50 Transfer Map CR 33 (Bluff Lake Rd).pdf

FDOT

Right-of-Way Conveyance

(State Road 50 Improvements)

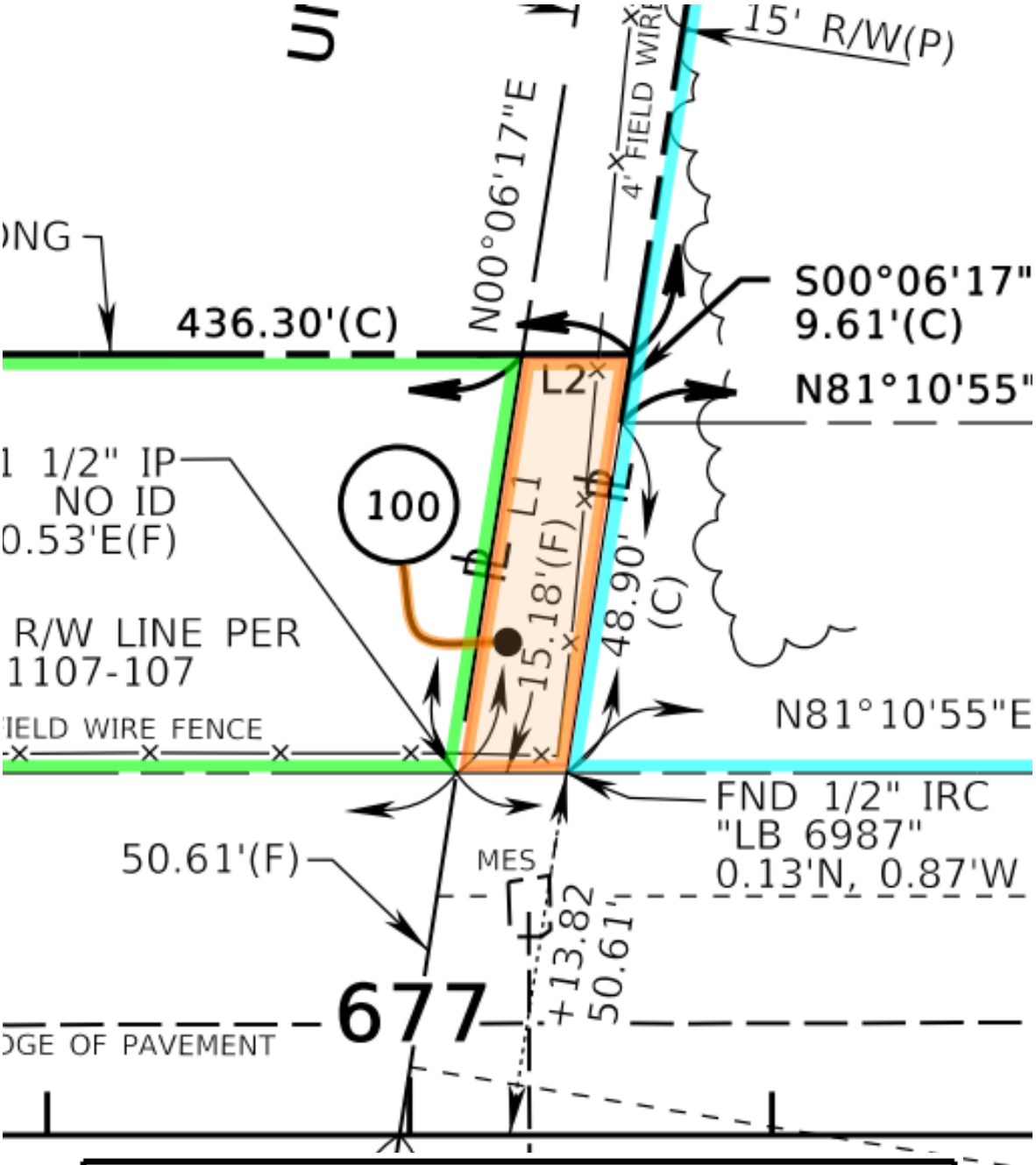
LEE ROAD #1604 R/W TRANSFER
FDOT PARCEL 100



CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
MDP5	02°53'09"(F)	1861.76'(F)	93.77'(F)	93.76'(F)	S80°36'13"E
MDP6	02°23'39"(F)	1961.76'(F)	81.97'(F)	81.97'(F)	S80°21'28"E
MDP7	00°57'37"(F)	1961.76'(F)	32.88'(F)	32.88'(F)	S82°02'06"E
MDP10	03°05'27"(C)	1861.76'(F)	100.44'(C)	100.42'(C)	S83°35'31"E
MDP11	07°09'44"(C)	1861.76'(F)	232.73'(C)	232.58'(F)	S88°43'07"E
MDP13	06°28'30"(C)	1861.76'(F)	210.40'(C)	210.29'(C)	N84°27'46"E
MDP16	08°35'10"(C)	1435.05'(C)	215.05'(C)	214.85'(C)	S66°26'35"E
MDP18	16°18'10"(F)	1961.76'(F)	558.19'(F)	556.31'(F)	S89°20'00"W
RWC01	19°39'26"(F)	1861.76'(F)	638.74'(F)	635.61'(F)	S88°59'22"E
RWC02	19°39'26"(F)	1961.76'(F)	673.04'(F)	669.75'(F)	S88°59'22"E
CUR1	00°29'43"(C)	1435.05'(C)	12.41'(C)	12.41'(C)	S71°16'36"E
CUR2	00°17'34"(C)	1435.05'(C)	7.33'(C)	7.33'(C)	S70°52'57"E
CUR3	00°02'27"(C)	1961.76'(C)	1.40'(C)	1.40'(C)	S82°29'41"E

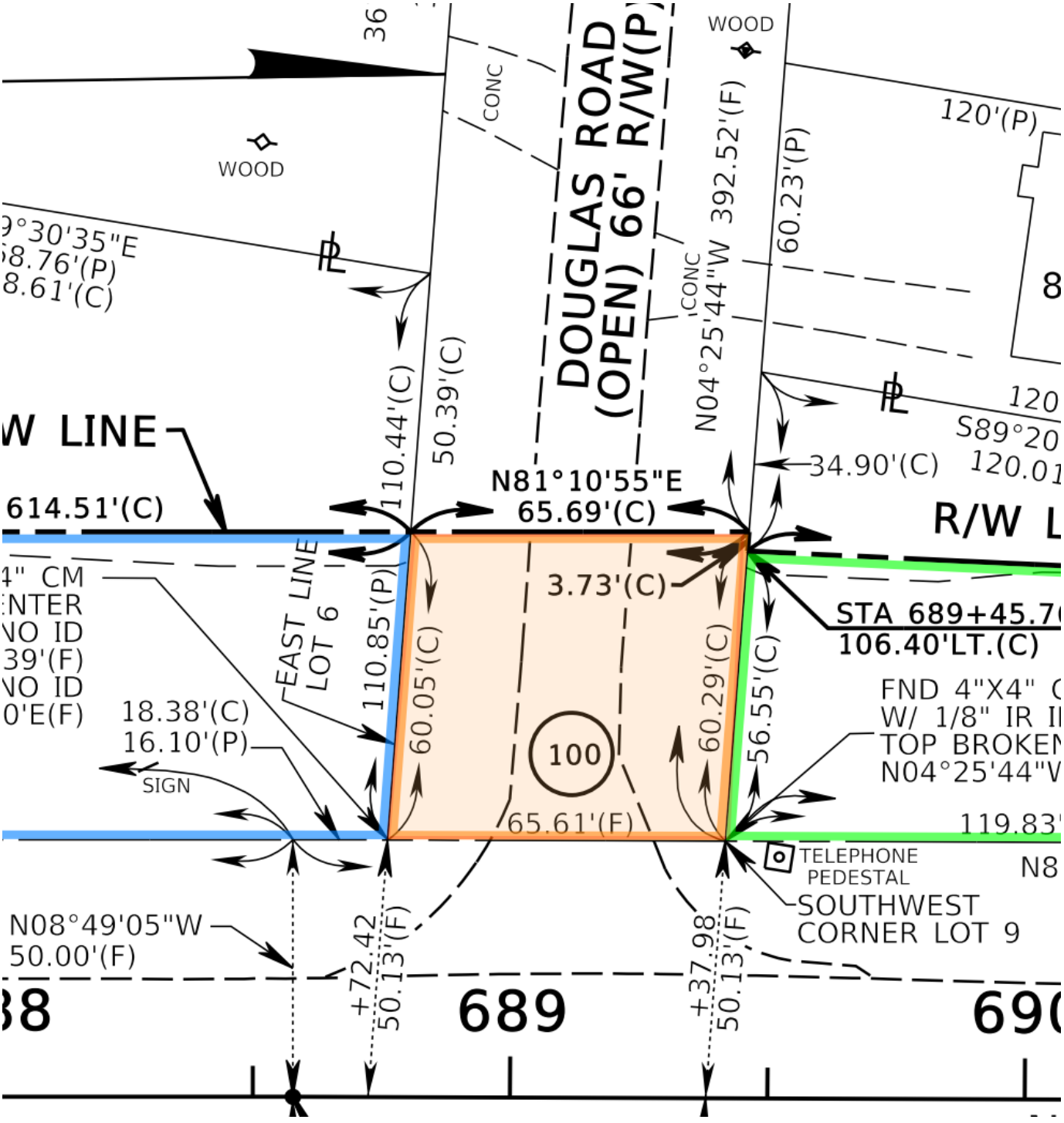
UNNAMED 15’ PLATTED R/W TRANSFER
FDOT PARCEL 100



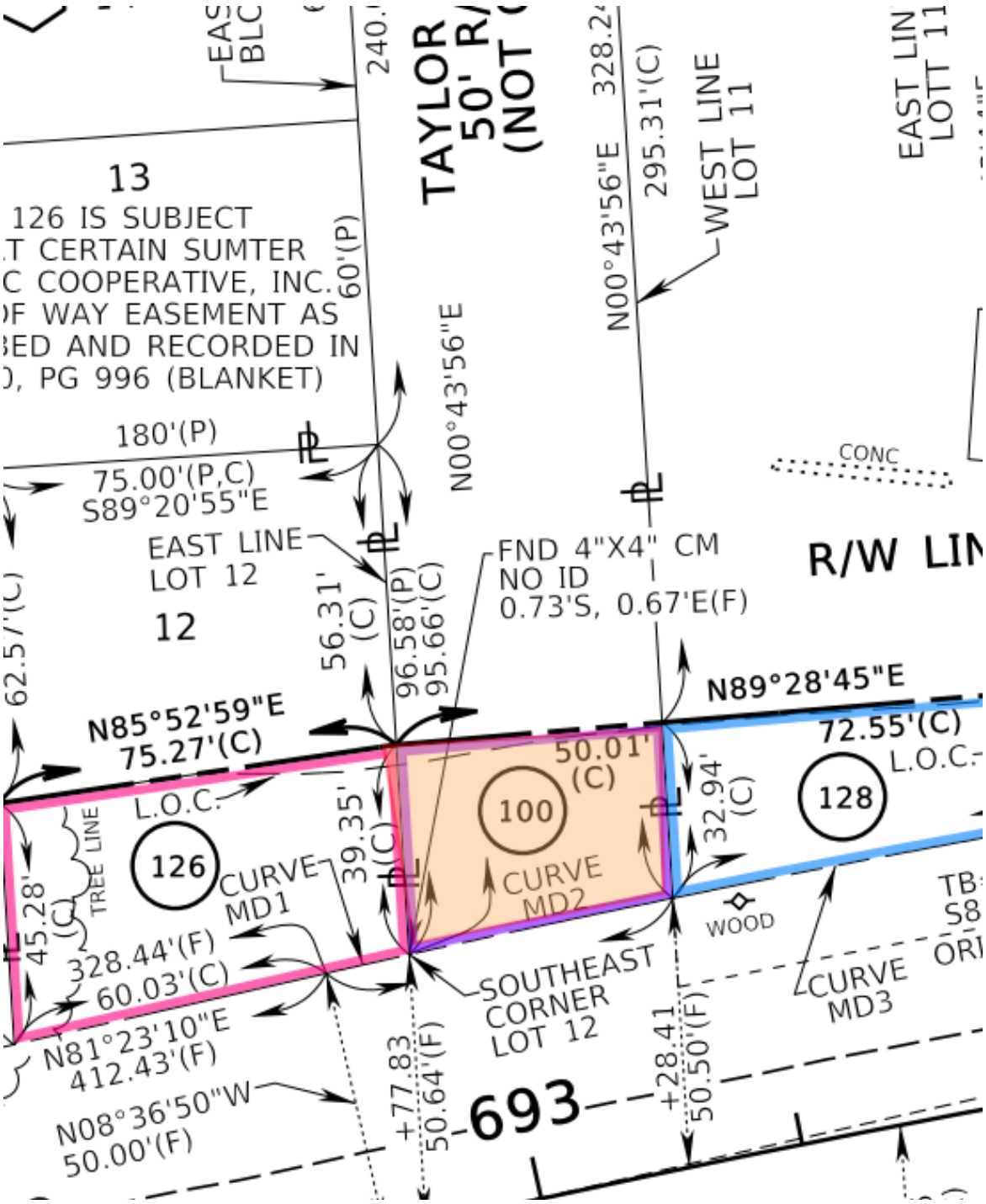
LINE DATA

LINE	BEARING	DISTANCE
L1	N00°06'17"E	58.51'(C)
L2	N81°10'55"E	15.18'(C)

DOUGLAS ROAD #1805 R/W TRANSFER
FDOT PARCEL 100



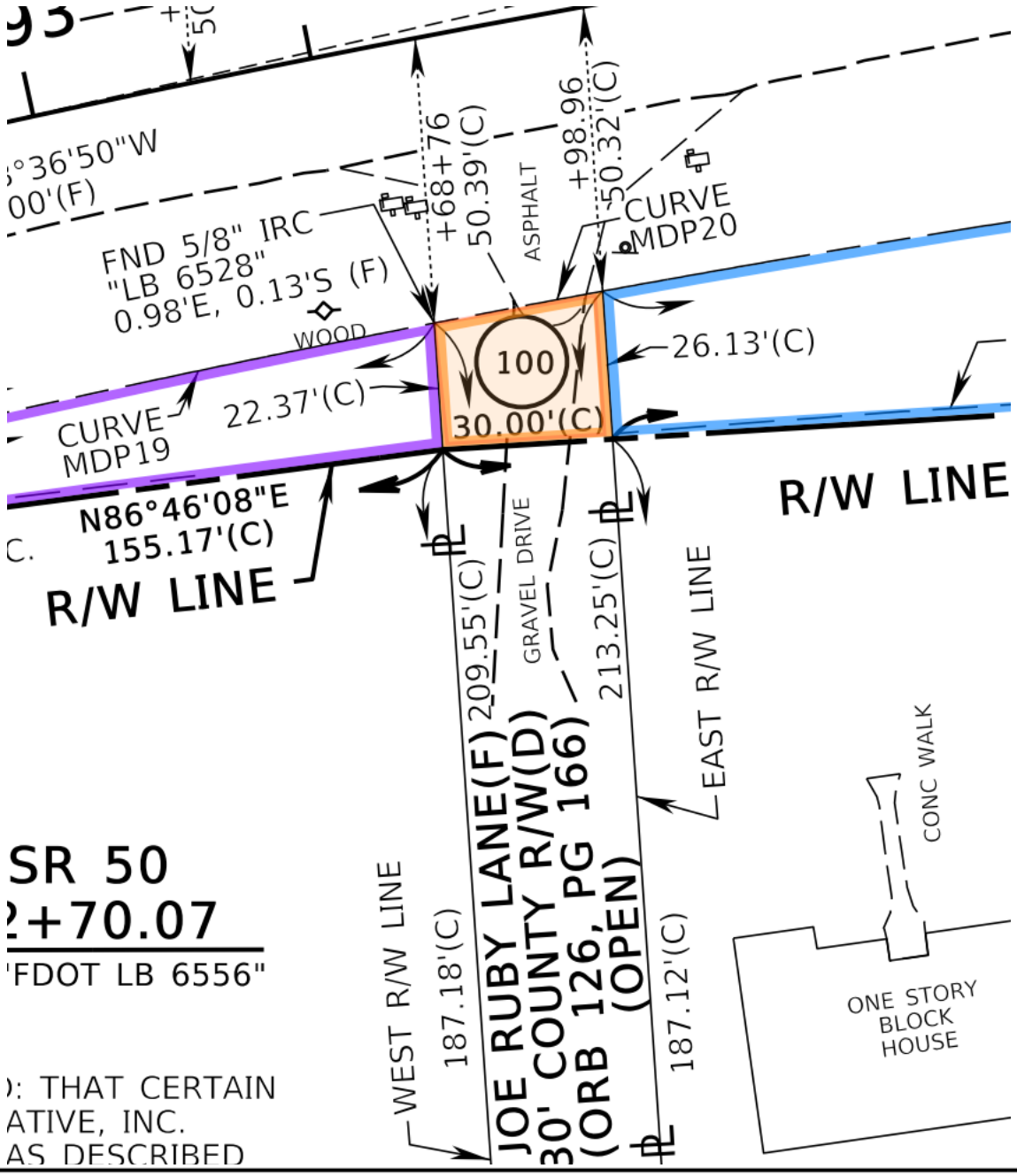
TAYLOR ANNEX R/W TRANSFER
FDOT PARCEL 100



CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
MD1	00°18'52"(F)	2911.47'(F)	15.98'(F)	15.98'(F)	N81°32'36"E
MD2	00°59'42"(F)	2911.47'(F)	50.56'(F)	50.56'(F)	N82°11'53"E
MD3	01°26'21"(F)	2911.47'(F)	73.13'(F)	73.12'(F)	N83°24'55"E

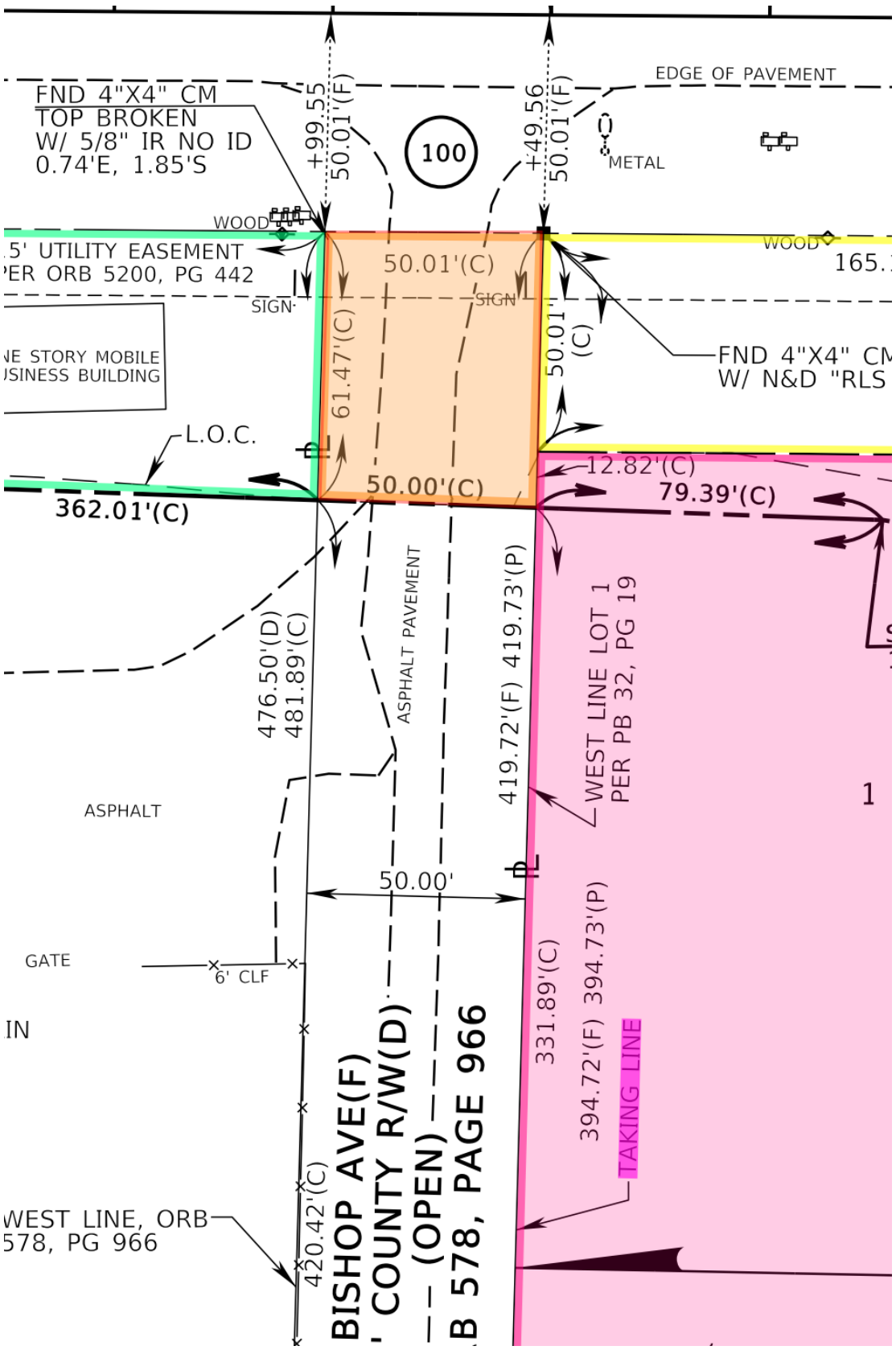
JOE RUBY LANE R/W TRANSFER
FDOT PARCEL 100



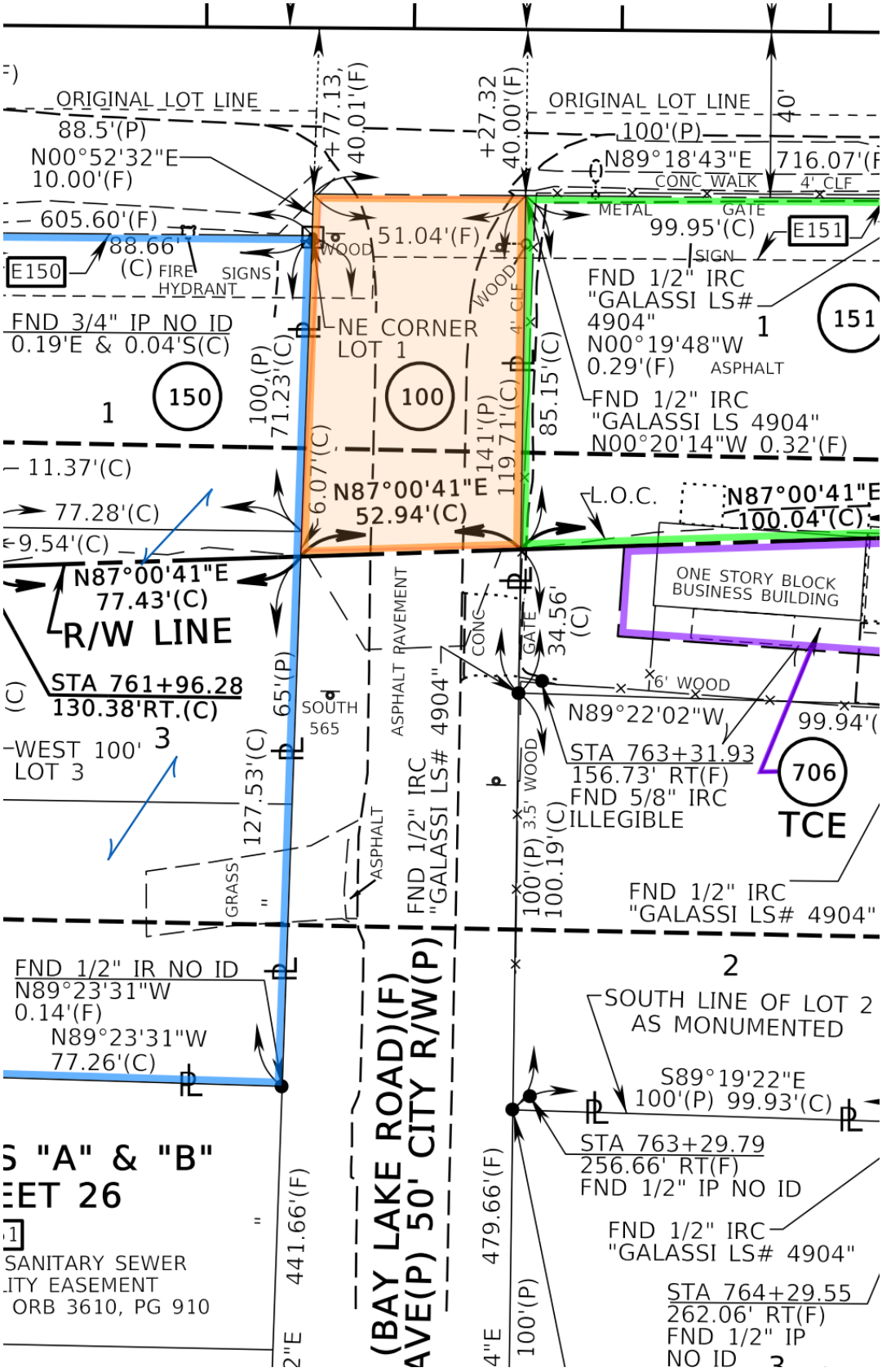
CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
MD1	00°18'52"(F)	2911.47'(F)	15.98'(F)	15.98'(F)	N81°32'36"E
MD2	00°59'42"(F)	2911.47'(F)	50.56'(F)	50.56'(F)	N82°11'53"E
MD3	01°26'21"(F)	2911.47'(F)	73.13'(F)	73.12'(F)	N83°24'55"E
MD4	01°26'06"(F)	2911.47'(F)	72.91'(F)	72.91'(F)	N84°51'08"E
MD5	02°51'39"(F)	2911.47'(F)	145.38'(F)	145.36'(F)	N87°00'00"E
MD6	01°25'40"(F)	2911.47'(F)	72.56'(F)	72.56'(F)	N89°08'40"E
MD11	04°23'21"(F)	2911.47'(F)	223.04'(F)	222.98'(F)	S87°56'49"E
MDP19	01°51'01"(F)	2811.47'(F)	90.79'(F)	90.79'(F)	N82°18'41"E
MDP20	00°36'57"(F)	2811.47'(F)	30.22'(F)	30.22'(F)	N83°32'40"E

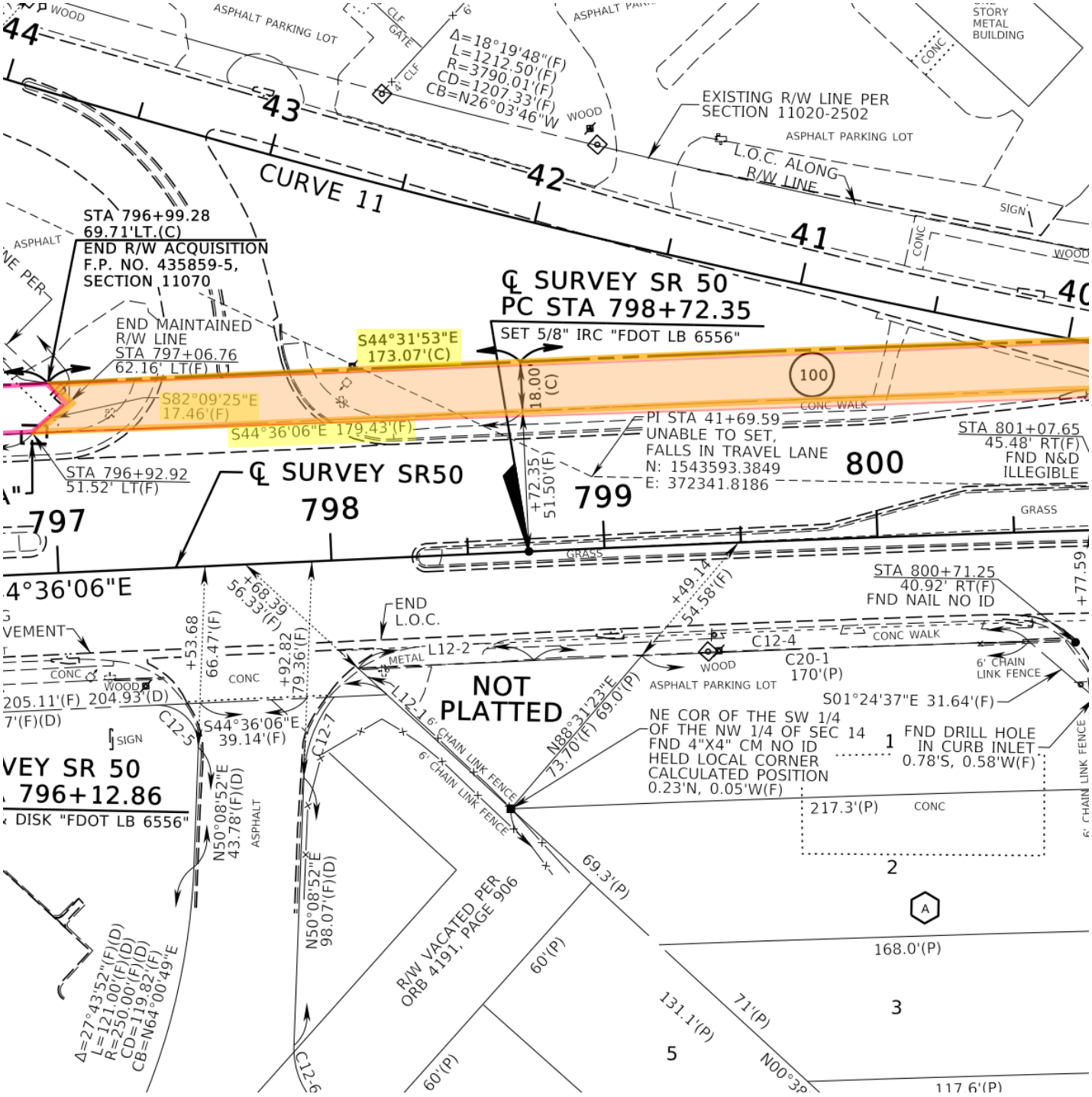
BISHOP AVENUE R/W TRANSFER
FDOT PARCEL 100



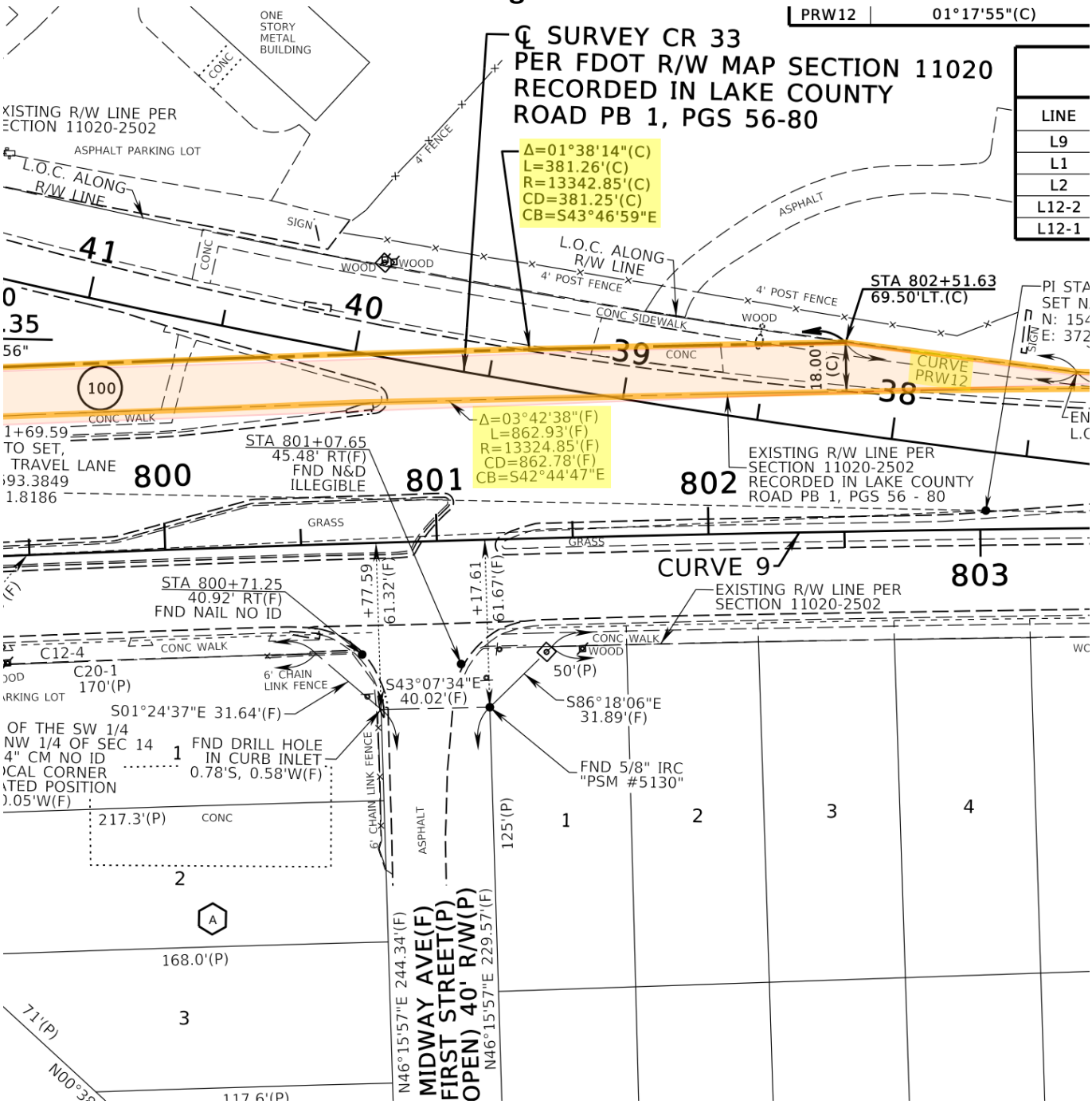
SOUTH BAY LAKE ROAD #0604 R/W TRANSFER
(AKA CHURCH AVENUE)
FDOT PARCEL 100



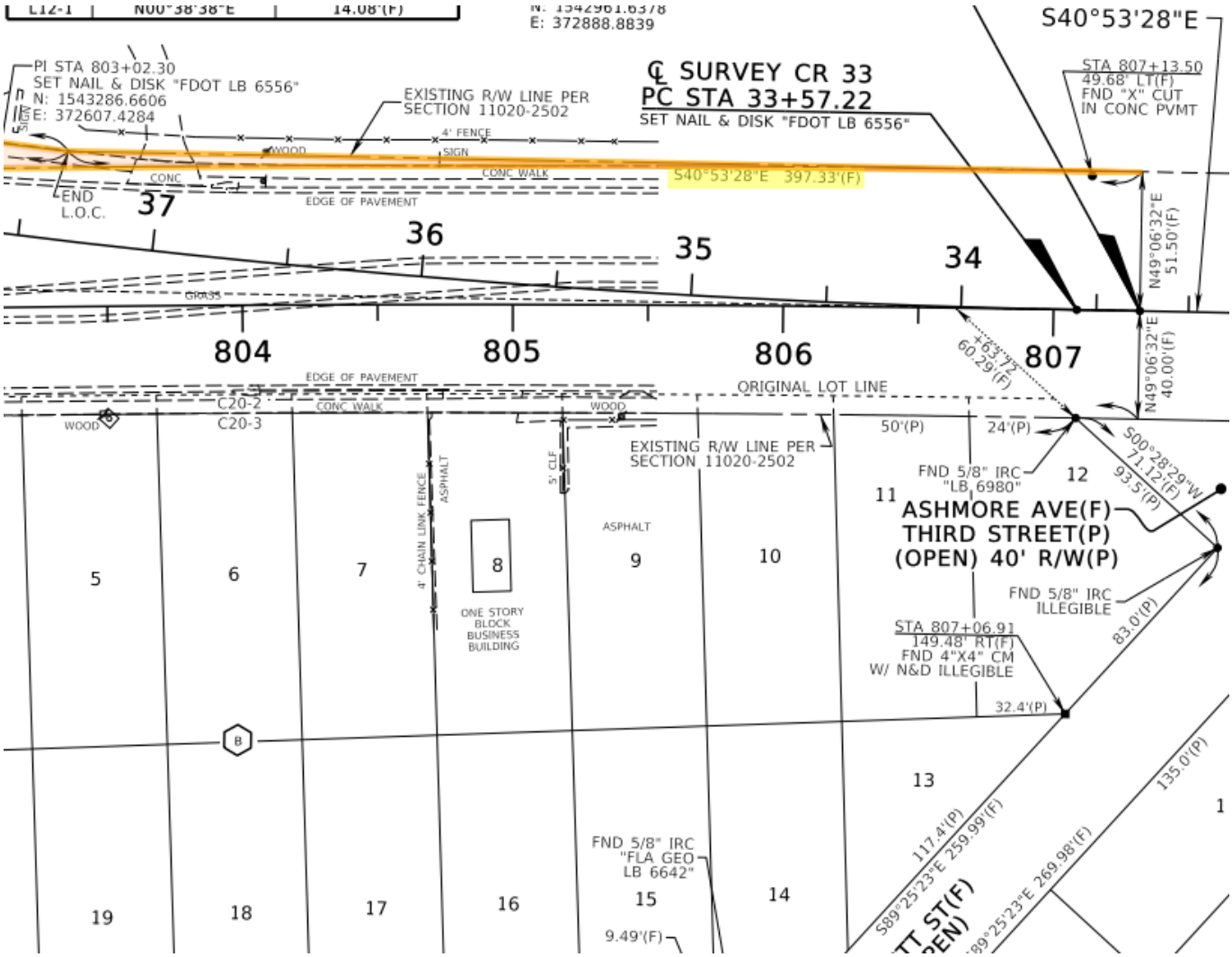
COUNTY ROAD 33 #2409 R/W TRANSFER
FDOT PARCEL 100
Page 1 of 3



COUNTY ROAD 33 #2409 R/W TRANSFER
FDOT PARCEL 100
Page 2 of 3



COUNTY ROAD 33 #2409 R/W TRANSFER
FDOT PARCEL 100
Page 3 of 3



RESOLUTION NO. 2026-_____, PAGE 1

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, GRANTING CONVEYANCE OF PORTIONS OF COUNTY-MAINTAINED AND NON-COUNTY MAINTAINED RIGHTS OF WAY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO SECTION 125.38 AND SECTION 125.411, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.38, Florida Statutes, if the state or any agency thereof, should desire any real property that may be owned by any county or by its board of county commissioners for public or community interest and welfare, the state or agency thereof may apply to the board of county commissioners for a conveyance of such property; and

WHEREAS, if the board of county commissioners is satisfied that such property is required for such use and is not needed for county purposes, the property may be conveyed to the state or agency thereof; and

WHEREAS, the Florida Department of Transportation ("State") has requested that the Lake County Board of County Commissioners ("Board") convey portions of county-maintained and non-county maintained rights-of-way, lying or being within the following described in **Exhibit A**, attached hereto and incorporated herein, to the State for the purposes of transportation improvements on Segment Number 435859-5, Section 11070 of State Road 50 from County Road 33 (aka Bluff Lake Road) west to the Lake/Sumter County line; and

WHEREAS, pursuant to Section 125.411, Florida Statutes, all deeds of conveyance by any county or by its board of county commissioners shall convey only the interest of the county and such board in the property covered thereby, and shall not be deemed to warrant the title or to represent any state of facts concerning the same; and

WHEREAS, the Board of County Commissioners has determined that the conveyance of such county-maintained and non-county-maintained rights-of-way is necessary and that the conveyance to the Florida Department of Transportation will serve a public purpose; and

WHEREAS, said conveyance is in the best interests of the County.

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

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

Section 2. The request by the Florida Department of Transportation for the conveyance of said county-maintained and non-county-maintained rights-of-way is for transportation improvements on State Road 50, as described in **Exhibit A**, which will serve a public or community interest and will promote public welfare. Therefore, the Board hereby approves the request; provided, however, that if the transportation improvements for State Road 50 are not completed in a timely manner, the rights-of-way will be returned to the County upon request.

Section 3. Regardless of the actual value of the county-owned rights-of-way, the Board has determined that the price of such property shall be $0.

Section 4. A County Deed and any other required closing documents, including any necessary agreements or contracts with the Florida Department of Transportation, shall be executed by the Chairman and forwarded to the Florida Department of Transportation, countersigned, and the ratified County Deed recorded by the Florida

Department of Transportation. Recording fees shall be paid by the Florida Department of Transportation.

Section 5. A certified copy of this Resolution shall be provided to the Florida Department of Transportation at 719 South Woodland Boulevard, DeLand, FL 32720.

Section 6. This Resolution shall be effective immediately upon its passage and adoption

DONE AND RESOLVED this _____ day of_____ 2026, in regular session of the Lake County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

EXHIBIT A

PARCEL NO. 100 **SECTION No. 11070**
FEE SIMPLE **F.P. No. 435859-5**

THAT PART OF:

Douglas Road, a 66-foot platted right of way, Jackson Park Addition, according to the plat thereof as recorded in Plat Book 18, page 8 of the Public Records of Lake County, Florida and being part of Section 16, Township 22 South, Range 24 East. Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a 4 inch by 4 inch concrete monument with no identification at the Northwest corner of Block "C", as shown on JACKSON PARK ADDITION as recorded in Plat Book 18, Page 8, Public Records of Lake County, Florida and as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence South 04 degrees 25 minutes 44 seconds East 332.24 feet along the West line of said Block "C" for the **POINT OF BEGINNING**; said point being North 04 degrees 25 minutes 44 seconds West 110.42 feet of Centerline of Survey Station 689+37.98 of State Road 50 as shown on said Right of Way Map; thence continue South 04 degrees 25 minutes 44 seconds East 60.29 feet along said West line to the Southwest corner of Lot 9 of said Block "C', said Southwest corner being a point on the existing Northerly Right of Way line as shown on the aforesaid Right of Way Map; thence South 81 degrees 23 minutes 10 seconds West 65.61 feet along said existing Northerly Right of Way line to the Southeast corner of Lot 6, JONES PARK SUBDIVISION UNIT ONE as recorded in Plat Book 24, Page 7, Public Records of Lake County, Florida; thence North 04 degrees 29 minutes 28 seconds West 60.05 feet along the East line of said Lot 6, thence North 81 degrees 10 minutes 55 seconds East 65.69 feet to the Point of Beginning.

CONTAINING: 3,940 Square feet, more or less.

AND

THAT PART OF:

Taylor Annex, a 50-foot platted right of way, Jackson Park Addition, according to the plat thereof as recorded in Plat Book 18, page 8 of the Public Records of Lake County, Florida and being part of Section 16, Township 22 South, Range 24 East. Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a 4 inch by 4 inch concrete monument with no identification at the Northwest corner of Block "C", as shown on JACKSON PARK ADDITION as recorded in Plat Book 18, Page 8, Public Records of Lake County, Florida and as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence South 04 degrees 25 minutes 44 seconds East 335.97 feet along the West line of said Block "C"; thence North 83 degrees 51 minutes 23 seconds East 271.89 feet; thence North 85 degrees 52 minutes 59 seconds East 75.27 feet to a point on the East line of the aforesaid Block "C" for the **POINT OF BEGINNING;** said Point of Beginning being North 00 degrees 43 minutes 56 seconds East 89.99 feet of Centerline of Survey Station 692+77.83 of State Road 50 as shown on said Right of Way Map; thence North 89 degrees 28 minutes 45 seconds East 50.01 feet to a point on the West line of Lot 11, Block 1 as shown on JACKSON PARK as recorded in Plat Book 11, Page 47, Public Records of Lake County, Florida; thence South 00 degrees 43 minutes 56 seconds West 32.94 feet along said West line to the existing Northerly Right of Way line for the aforesaid State Road 50 and being a non-tangent curve concave Southerly, having a radius of 2911.47 feet and a central angle of 00 degrees 59 minutes 42 seconds, thence run Westerly 50.56 feet along the arc of said curve, said existing Northerly Right of Way line with a chord bearing of South 82 degrees 11 minutes 53 seconds West to the Southeast corner of Lot 12, aforesaid Block "C"; thence North 00 degrees 43 minutes 56 seconds East 39.35 feet along the East line of said Lot 12 to the Point of Beginning.

CONTAINING: 1,804 Square feet, more or less.

AND

THAT PART OF:

Joe Ruby Lane, a 30-foot right of way, as described and recorded in Official Records Book 126, Page 166, Public Records of Lake County, Florida and being part of Section 16, Township 22 South, Range 24 East. Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a 4 inch by 4 inch concrete monument with no identification at the Northwest corner of Block "C", as shown on JACKSON PARK ADDITION as recorded in Plat Book 18, Page 8, Public Records of Lake County, Florida and as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence South 04 degrees 25 minutes 44 seconds East 392.52 feet along the West line of said Block "C" to the Southwest corner Lot 9 of said Block "C", said Southwest corner being a point on the existing Northerly Right of Way line as shown on said Right of Way Map; thence continue South 04 degrees 25 minutes 44 seconds East 100.26 along the Southerly prolongation of said West line of Block "C" to a point on the existing Southerly Right of Way line of said State Road 50, said point being South 04 degrees 25 minutes 44 seconds West 50.13 feet of Centerline of Survey Station 689+37.98 of State

Road 50 as shown on said Right of Way Map; thence North 81 degrees 23 minutes 10 seconds East 122.78 feet along said existing Southerly Right of Way line; thence continue North 81 degrees 23 minutes 10 seconds East 212.97 feet along said existing Southerly Right of Way line to the beginning of a tangent curve concave Southerly, having a radius of 2811.47 feet, and a central of 01 degrees 51 minutes 01 seconds; thence 90.79 feet along the arc of said curve existing Southerly Right of Way line with a chord bearing of North 82 degrees 18 minutes 41 seconds East to a point on the West line of Joe Ruby Lane as described and recorded in Official Records Book 126, Page 166, Public Records of Lake County, Florida for the **POINT OF BEGINNING**; said Point of Beginning being South 00 degrees 23 minutes 37 seconds West 50.39 feet of Centerline of Survey Station 693+68.76 of State Road 50 as shown on said Right of Way Map and being a non-tangent curve concave Southerly, having a radius 2811.47 feet and a central angle 00 degrees 36 minutes 57 seconds; thence Northeasterly 30.22 feet along the arc of said curve, and the said Southerly Right of Way line with a chord bearing of North 83 degrees 32 minutes 40 seconds East to a point on the East Right of Way line of aforesaid Joe Ruby Lane; thence South 00 degrees 23 minutes 37 seconds West 26.13 feet along said East Right of Way line; thence North 89 degrees 17 minutes 24 seconds West 30.00 feet to a point on the aforesaid West Right of Way line of Joe Ruby Lane; thence North 00 degrees 23 minutes 37 seconds East 22.37 feet along said West Right of Way line to the Point of Beginning.

CONTAINING: 729 Square feet, more or less.

AND

THAT PART OF:

Bishop Avenue, a 50-foot right of way, as described and recorded in Official Records Book 578, Page 966, Public Records of Lake County, Florida and being part of Section 15, Township 22 South, Range 24 East. Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a 4 inch by 4 inch concrete monument with a disk stamped “RLS 4264 at the Southwest corner of Lot 9, per the MASCOTTE COMMERCIAL CENTER as recorded in Plat Book 32, Page 19, Public Records of Lake County, Florida being a part of Section 15 Township 22 South, Range 24 East, Lake County, Florida as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence North 00 degrees 25 minutes 37 seconds East 331.89 feet along the West line of said MASCOTTE COMMERCIAL CENTER also being the East line of that certain Lake County Road Right of Way as described and recorded in Official Records Book 578, Page 966, Public Records of Lake County, Florida for the **POINT OF BEGINNING**, said point being South 00 degrees 25 minutes 37 seconds West 112.84 feet of Centerline of Survey Station 743+49.56 of State Road 50 as shown on said Right of Way Map; thence departing said East Right of Way line, run North 89 degrees 07 minutes 38 seconds West 50.00 feet to a point on the West line of said Lake County Road Right of Way; thence

North 00 degrees 25 minutes 37 seconds East 61.47 feet along said West line to a point on the existing Southerly Right of Way line of State Road 50 as shown on said Right of Way Map; thence North 89 degrees 18 minutes 43 seconds East 50.01 feet along said existing Southerly Right of Way line to a point on aforesaid East Right of Way line; thence South 00 degrees 25 minutes 37 seconds West 62.83 feet along said East Right of Way line to the Point of Beginning.

CONTAINING: 3,108 Square feet, more or less.

AND

THAT PART OF:

County Road 33, a right of way of varying width, as shown on the Florida Department of Transportation Right of Way Map, Section 11020 as recorded in Road Plat Book 1, Pages 56 through 80, Public Records of Lake County, Florida and being part of Section 14, Township 22 South, Range 24 East. Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a nail and disk stamped "CSM 7145" at the Northeast corner of Lot 6, Block B2, as described and recorded on Talbott's Subdivision-Mascotte as shown on Plat Book 5, Page 19, Public Records of Lake County, Florida; thence South 00 degrees 31 minutes 39 seconds West 277.60 feet along the East line of said Block B2 to a point on the centerline of survey of State Road 50 as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida, at station 789+62.79 to the beginning of a non-tangent curve concave Southwesterly, having a radius 1145.96 feet and a central angle of 18 degrees 32 minutes 09 seconds; thence from a tangent bearing South 77 degrees 06 minutes 15 seconds East run, Southeasterly 370.73 feet along the arc of said curve, and the aforesaid centerline of State Road 50 with a chord bearing of South 67 degrees 50 minutes 10 seconds East to the end of said curve to a point on the Southerly prolongation of the West line of that certain parcel of land being described and recorded in Official Records Book 4069, Page 526, Public Records of Lake County, Florida at centerline of Survey Station 793+33.51 of State Road 50 as shown on said Right of Way Map; thence North 00 degrees 38 minutes 08 seconds East 57.78 feet along said Southerly prolongation of the said West line to a point on the existing North maintained right of way line as shown on the said Right of Way Map to the beginning of a non-tangent curve concave Southwesterly, having a radius 1191.61 feet and a central angle 09 degrees 51 minutes 03 seconds; thence from a tangent bearing South 60 degrees 18 minutes 07 seconds East run, Southeasterly 204.87 feet along the arc of said curve, and the said North maintained right of way line with a chord bearing of South 55 degrees 22 minutes 35 seconds East to the end of said curve; thence continue along the aforesaid North maintained right of way line the following five courses; thence North 70 degrees 32 minutes 58 seconds East 1.81 feet; thence continue South 49 degrees 13 minutes 12 seconds East 48.26 feet to the beginning of a non-tangent curve concave Southwesterly, having a radius 747.86 feet and a central angle of 05

degrees 00 minutes 09 seconds; thence from a tangent bearing North 44 degrees 13 minutes 03 seconds West run, Southeasterly 65.30 feet along the arc of said curve with a chord bearing of South 46 degrees 43 minutes 08 seconds East to the end of said curve; thence South 41 degrees 12 minutes 12 seconds West 1.80 feet; thence South 44 degrees 35 minutes 10 seconds East 82.10 for the **POINT OF BEGINNING**; thence continue along said North maintained right of way line, South 82 degrees 09 minutes 25 seconds East 17.46 feet to a point on the Easterly line of aforesaid parcel of land and a point on the Existing right of way line being described and recorded in Official Records Book 595, Page 745, Public Records of Lake County, Florida; thence along said Existing right of way line, North 00 degrees 38 minutes 37 seconds 10.64 feet; thence South 44 degrees 31 minutes 53 seconds East 173.07 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 13342.85, and a central of 01 degrees 38 minutes 14 seconds; thence 381.26 feet along the arc of said curve to a point on the Existing Northeasterly right of way line of County Road 33 as shown on said Right of Way Map and the beginning of a non-tangent curve concave Northeasterly, having a radius 3790.01 feet and a central angle of 01 degrees 17 minutes 55 seconds; thence Southeasterly 85.91 feet along the arc of said curve with a chord bearing of South 34 degrees 41 minutes 59 seconds East to the end of said curve; thence continuing along said Northeasterly right of way line, South 40 degrees 53 minutes 28 seconds East 397.33 feet to a point on the Northeasterly right of way line of State Road 50 as shown on said Right of Way Map and the beginning of a non-tangent curve concave Southwesterly, having a radius 13324.85 feet and a central angle of 03 degrees 42 minutes 38 seconds; thence Northwesterly 862.93 feet along the arc of said curve with a chord bearing of North 42 degrees 44 minutes 47 seconds West to the end of said curve; thence North 44 degrees 36 minutes 06 seconds West 179.43 feet; thence North 45 degrees 23 minutes 54 seconds East 0.02 feet to the Point of Beginning.

CONTAINING: 11,741 Square feet, more or less.

AND

THAT PART OF:

Church Avenue (aka Bay Lake Road, aka CR 565), a 50-foot platted right of way, Myers' Plat, according to the plat thereof as recorded in Plat Book 4, page 27 of the Public Records of Lake County, Florida and lying in Section 15, Township 22 South, Range 24 East, Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from 1/4 iron rod set in the center of a 6 inch by 6 inch concrete monument with no identification at the Northwest corner of the Northeast 1/4 of Section 15, Township 22 South, Range 24 East, Lake County, Florida as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Survey and Mapping Section, Deland, Florida; thence South 00 degrees 28 minutes 12 seconds West 823.81 feet along the East line of said Northwest 1/4 to a point on the centerline of survey of the aforesaid State Road 50 at station 756+71.17; thence North 89 degrees 18 minutes 43 seconds East

605.96 feet along said centerline to a point on the Northerly prolongation of the West Right of Way line of Church Avenue as shown on MYERS' PLAT as recorded in Plat Book 4, Page 27, Public Records of Lake County, Florida, at the Centerline of Survey Station 762+77.13 of State Road 50 as shown on said Right of Way Map; thence South 00 degrees 52 minutes 32 seconds West 40.01 feet along said prolongation line for the **POINT OF BEGINNING;** said point lying on the Southerly Right of Way line of State Road 50 as shown on said Right of Way Map; thence North 89 degrees 18 minutes 43 seconds East 51.04 feet along said Southerly Right of Way line to the east Right of Way line of said Church Avenue; thence South 00 degrees 20 minutes 14 seconds East 85.15 feet along said east Right of Way line; thence departing said East Right of Way line, run South 87 degrees 00 minutes 41 seconds West 52.94 feet to the aforesaid West Right of Way line, thence North 00 degrees 52 minutes 32 seconds East 87.30 feet along said West Right of Way line to the POINT OF BEGINNING.

CONTAINING: 4478 Square Feet, more or less.

AND

THAT PART OF:

Lee Road, a right of way of varying width, lying in the East 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 22 South, Range 24 East, Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a 4 inch by 4 inch concrete monument with no identification at the Southeast corner of the Northwest 1/4 of Section 17 Township 22 South, Range 24 East, Lake County, Florida as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence North 00 degrees 54 minutes 25 seconds East 1363.19 feet along the East line of said Northwest 1/4 to a point on the existing Southerly Right of Way line of said State Road 50 as shown on said Right of Way Map; thence South 79 degrees 09 minutes 39 seconds East 1234.77 feet along said the existing Southerly Right of Way line to the beginning of a tangent curve concave Northerly, having a radius of 1961.76 feet and a central angle of 03 degrees 21 minutes 16 seconds; thence Easterly 114.85 feet along the arc of said curve and said existing South Right of Way with a chord bearing of South 80 degrees 50 minutes 17 seconds East to a point on the existing Easterly Right of Way line of Lee Road and said point being South 30 degrees 23 minutes 55 seconds West 54.41 feet of Centerline of Survey Station 663+87.70 of State Road 50 as shown of the aforesaid Right of Way Map for the **POINT OF BEGINNING**; thence South 30 degrees 23 minutes 55 seconds West 15.59 feet along said existing Easterly Right of Way line; thence continue South 20 degrees 43 minutes 42 seconds West 62.85 feet along said existing Easterly Right of Way line to a point; thence departing said Easterly Right of Way line, run North 69 degrees 16 minutes 18 seconds West 20.00 feet to a point on the Westerly Right of Way line of Lee Road; thence run along said Westerly Right of Way line North 20 degrees 43 minutes 42 seconds East 53.78 feet; thence run North 08 degrees 05 minutes 43

seconds West 19.60 feet to a point on the Southerly Right of Way line of State Road 50, said point being on a curve concave Northerly, having a radius of 1961.76 feet and a central angle of 00 degrees 57 minutes 37 seconds; thence Easterly 32.88 feet along the arc of said curve and said existing South Right of Way line with a chord bearing of South 82 degrees 02 minutes 06 seconds East and a chord distance of 32.88 feet to the Point of Beginning.

CONTAINING: 1616 Square Feet, more or less.

AND

THAT PART OF:

Unnamed Road, a 15-foot platted right of way, Jackson Park, according to the plat thereof as recorded in Plat Book 11, page 47 of the Public Records of Lake County, Florida and being part of Section 16, Township 22 South, Range 24 East, Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a 4 inch by 4 inch concrete monument with no identification at the Southeast corner of the Northeast 1/4 of Section 17 Township 22 South, Range 24 East, Lake County, Florida as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence North 00 degrees 06 minutes 17 seconds East 1360.13 feet along the East line of said Northeast 1/4 for the **POINT OF BEGINNING,** said Point of Beginning being a point on the existing Northerly Right of Way line being North 00 degrees 06 minutes 17 seconds East 50.61 feet of Centerline line of Survey Station 676+98.63 of State Road 50 as shown on said Right of Way Map; continue thence North 00 degrees 06 minutes 17 seconds East 58.51 feet; thence departing said East line, run North 81 degrees 10 minutes 55 seconds East 15.18 feet to a point lying on the Easterly Right of Way line of an Unnamed Road; run thence along said Easterly Right of Way line South 00 degrees 06 minutes 17 seconds West 58.51 feet to a point on the existing Northerly Right of Way line of State Road 50; run thence along said existing Northerly Right of Way line South 81 degrees 10 minutes 55 seconds West 15.18 feet to the Point of Beginning.

CONTAINING: 878 Square Feet, more or less.

CONTAINING in the aggregate 0.650 acres, more or less.

Sections 14 through 18, Township 22 South, Range 24 East SR
50/CR 33 to Lake/Sumter County Line DOT Acquisition

This instrument prepared by:
Cary M. Melvin, PSM
P.O. Box 7800, Tavares, FL 32778
Return to:
Lake County Public Works Dept.- R/W
P.O. Box 7800, Tavares, FL 32778

Parcel No. 100.01
Section: 11070
F.P. No.: 435859-5
State Road 50
County Lake

COUNTY DEED

Section 125.411, Florida Statutes

THIS DEED, made this _____ day of _____, 2026 ,by LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, P.O. Box 7800, Tavares, FL 32778-7800, Party of the first part (or "Grantor"), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 719 South Woodland Boulevard, DeLand, FL 32720-6834, party to the second part (or "FDOT").

WITNESSETH that the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00), to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his heirs and assigns forever, all the rights, title and interest (including all interest as provided for in F. S. 270.11), of the party of the first part in the following described land lying and being in Lake County, Florida:

AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

PROVIDED that the following rights are reserved to Grantor:

1. The Grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should FDOT fail to approve any new construction or relocation of facilities by the Grantor or require the Grantor to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to, the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The Grantor shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The Grantor agrees to repair any damage caused by the Grantor to FDOT's facilities and to indemnify to the extent permitted under Florida Law (without waiving Grantor's sovereign immunity or the application of the statutory caps on liability set forth in Florida Statutes, Section 768.28) the FDOT against any loss or damage resulting from the Grantor exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its BOARD OF COUNTY COMMISSIONERS acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:

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

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman

Approved as to form and legality:

_____
Melanie Marsh,
County Attorney

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

_____

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION
By:_____
_____,
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review
By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

EXHIBIT A
LEGAL DESCRIPTION

PARCEL NO. 100 **SECTION No. 11070**
FEE SIMPLE **F.P. No. 435859-5**

THAT PART OF:

> Douglas Road, a 66-foot platted right of way, Jackson Park Addition, according to the plat thereof as recorded in Plat Book 18, page 8 of the Public Records of Lake County, Florida and being part of Section 16, Township 22 South, Range 24 East. Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a 4 inch by 4 inch concrete monument with no identification at the Northwest corner of Block "C", as shown on JACKSON PARK ADDITION as recorded in Plat Book 18, Page 8, Public Records of Lake County, Florida and as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence South 04 degrees 25 minutes 44 seconds East 332.24 feet along the West line of said Block "C" for the **POINT OF BEGINNING**; said point being North 04 degrees 25 minutes 44 seconds West 110.42 feet of Centerline of Survey Station 689+37.98 of State Road 50 as shown on said Right of Way Map; thence continue South 04 degrees 25 minutes 44 seconds East 60.29 feet along said West line to the Southwest corner of Lot 9 of said Block "C', said Southwest corner being a point on the existing Northerly Right of Way line as shown on the aforesaid Right of Way Map; thence South 81 degrees 23 minutes 10 seconds West 65.61 feet along said existing Northerly Right of Way line to the Southeast corner of Lot 6, JONES PARK SUBDIVISION UNIT ONE as recorded in Plat Book 24, Page 7, Public Records of Lake County, Florida; thence North 04 degrees 29 minutes 28 seconds West 60.05 feet along the East line of said Lot 6, thence North 81 degrees 10 minutes 55 seconds East 65.69 feet to the Point of Beginning.

CONTAINING: 3,940 Square feet, more or less.

AND

THAT PART OF:

> Taylor Annex, a 50-foot platted right of way, Jackson Park Addition, according to the plat thereof as recorded in Plat Book 18, page 8 of the Public Records of Lake County, Florida and being part of Section 16, Township 22 South, Range 24 East. Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a 4 inch by 4 inch concrete monument with no identification at the Northwest corner

of Block "C", as shown on JACKSON PARK ADDITION as recorded in Plat Book 18, Page 8, Public Records of Lake County, Florida and as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence South 04 degrees 25 minutes 44 seconds East 335.97 feet along the West line of said Block "C"; thence North 83 degrees 51 minutes 23 seconds East 271.89 feet; thence North 85 degrees 52 minutes 59 seconds East 75.27 feet to a point on the East line of the aforesaid Block "C" for the **POINT OF BEGINNING;** said Point of Beginning being North 00 degrees 43 minutes 56 seconds East 89.99 feet of Centerline of Survey Station 692+77.83 of State Road 50 as shown on said Right of Way Map; thence North 89 degrees 28 minutes 45 seconds East 50.01 feet to a point on the West line of Lot 11, Block 1 as shown on JACKSON PARK as recorded in Plat Book 11, Page 47, Public Records of Lake County, Florida; thence South 00 degrees 43 minutes 56 seconds West 32.94 feet along said West line to the existing Northerly Right of Way line for the aforesaid State Road 50 and being a non-tangent curve concave Southerly, having a radius of 2911.47 feet and a central angle of 00 degrees 59 minutes 42 seconds, thence run Westerly 50.56 feet along the arc of said curve, said existing Northerly Right of Way line with a chord bearing of South 82 degrees 11 minutes 53 seconds West to the Southeast corner of Lot 12, aforesaid Block "C"; thence North 00 degrees 43 minutes 56 seconds East 39.35 feet along the East line of said Lot 12 to the Point of Beginning.

CONTAINING: 1,804 Square feet, more or less.

AND

THAT PART OF:

> Joe Ruby Lane, a 30-foot right of way, as described and recorded in Official Records Book 126, Page 166, Public Records of Lake County, Florida and being part of Section 16, Township 22 South, Range 24 East. Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a 4 inch by 4 inch concrete monument with no identification at the Northwest corner of Block "C", as shown on JACKSON PARK ADDITION as recorded in Plat Book 18, Page 8, Public Records of Lake County, Florida and as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence South 04 degrees 25 minutes 44 seconds East 392.52 feet along the West line of said Block "C" to the Southwest corner Lot 9 of said Block "C", said Southwest corner being a point on the existing Northerly Right of Way line as shown on said Right of Way Map; thence continue South 04 degrees 25 minutes 44 seconds East 100.26 along the Southerly prolongation of said West line of Block "C" to a point on the existing Southerly Right of Way line of said State Road 50, said point being South 04 degrees 25 minutes 44 seconds West 50.13 feet of Centerline of Survey Station 689+37.98 of State Road 50 as shown on said

Right of Way Map; thence North 81 degrees 23 minutes 10 seconds East 122.78 feet along said existing Southerly Right of Way line; thence continue North 81 degrees 23 minutes 10 seconds East 212.97 feet along said existing Southerly Right of Way line to the beginning of a tangent curve concave Southerly, having a radius of 2811.47 feet, and a central of 01 degrees 51 minutes 01 seconds; thence 90.79 feet along the arc of said curve existing Southerly Right of Way line with a chord bearing of North 82 degrees 18 minutes 41 seconds East to a point on the West line of Joe Ruby Lane as described and recorded in Official Records Book 126, Page 166, Public Records of Lake County, Florida for the **POINT OF BEGINNING**; said Point of Beginning being South 00 degrees 23 minutes 37 seconds West 50.39 feet of Centerline of Survey Station 693+68.76 of State Road 50 as shown on said Right of Way Map and being a non-tangent curve concave Southerly, having a radius 2811.47 feet and a central angle 00 degrees 36 minutes 57 seconds; thence Northeasterly 30.22 feet along the arc of said curve, and the said Southerly Right of Way line with a chord bearing of North 83 degrees 32 minutes 40 seconds East to a point on the East Right of Way line of aforesaid Joe Ruby Lane; thence South 00 degrees 23 minutes 37 seconds West 26.13 feet along said East Right of Way line; thence North 89 degrees 17 minutes 24 seconds West 30.00 feet to a point on the aforesaid West Right of Way line of Joe Ruby Lane; thence North 00 degrees 23 minutes 37 seconds East 22.37 feet along said West Right of Way line to the Point of Beginning.

CONTAINING: 729 Square feet, more or less.

AND

THAT PART OF:

> Bishop Avenue, a 50-foot right of way, as described and recorded in Official Records Book 578, Page 966, Public Records of Lake County, Florida and being part of Section 15, Township 22 South, Range 24 East. Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a 4 inch by 4 inch concrete monument with a disk stamped “RLS 4264 at the Southwest corner of Lot 9, per the MASCOTTE COMMERCIAL CENTER as recorded in Plat Book 32, Page 19, Public Records of Lake County, Florida being a part of Section 15 Township 22 South, Range 24 East, Lake County, Florida as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence North 00 degrees 25 minutes 37 seconds East 331.89 feet along the West line of said MASCOTTE COMMERCIAL CENTER also being the East line of that certain Lake County Road Right of Way as described and recorded in Official Records Book 578, Page 966, Public Records of Lake County, Florida for the **POINT OF BEGINNING**, said point being South 00 degrees 25 minutes 37 seconds West 112.84 feet of Centerline of Survey Station 743+49.56 of State Road 50 as shown on said Right of Way Map; thence departing said East Right of Way line, run North 89 degrees 07 minutes 38 seconds West 50.00 feet to a point on the West line of said Lake County Road Right of Way; thence North 00 degrees 25 minutes 37 seconds East 61.47 feet along

said West line to a point on the existing Southerly Right of Way line of State Road 50 as shown on said Right of Way Map; thence North 89 degrees 18 minutes 43 seconds East 50.01 feet along said existing Southerly Right of Way line to a point on aforesaid East Right of Way line; thence South 00 degrees 25 minutes 37 seconds West 62.83 feet along said East Right of Way line to the Point of Beginning.

CONTAINING: 3,108 Square feet, more or less.

AND

THAT PART OF:

> County Road 33, a right of way of varying width, as shown on the Florida Department of Transportation Right of Way Map, Section 11020 as recorded in Road Plat Book 1, Pages 56 through 80, Public Records of Lake County, Florida and being part of Section 14, Township 22 South, Range 24 East. Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a nail and disk stamped "CSM 7145" at the Northeast corner of Lot 6, Block B2, as described and recorded on Talbott's Subdivision-Mascotte as shown on Plat Book 5, Page 19, Public Records of Lake County, Florida; thence South 00 degrees 31 minutes 39 seconds West 277.60 feet along the East line of said Block B2 to a point on the centerline of survey of State Road 50 as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida, at station 789+62.79 to the beginning of a non-tangent curve concave Southwesterly, having a radius 1145.96 feet and a central angle of 18 degrees 32 minutes 09 seconds; thence from a tangent bearing South 77 degrees 06 minutes 15 seconds East run, Southeasterly 370.73 feet along the arc of said curve, and the aforesaid centerline of State Road 50 with a chord bearing of South 67 degrees 50 minutes 10 seconds East to the end of said curve to a point on the Southerly prolongation of the West line of that certain parcel of land being described and recorded in Official Records Book 4069, Page 526, Public Records of Lake County, Florida at centerline of Survey Station 793+33.51 of State Road 50 as shown on said Right of Way Map; thence North 00 degrees 38 minutes 08 seconds East 57.78 feet along said Southerly prolongation of the said West line to a point on the existing North maintained right of way line as shown on the said Right of Way Map to the beginning of a non-tangent curve concave Southwesterly, having a radius 1191.61 feet and a central angle 09 degrees 51 minutes 03 seconds; thence from a tangent bearing South 60 degrees 18 minutes 07 seconds East run, Southeasterly 204.87 feet along the arc of said curve, and the said North maintained right of way line with a chord bearing of South 55 degrees 22 minutes 35 seconds East to the end of said curve; thence continue along the aforesaid North maintained right of way line the following five courses; thence North 70 degrees 32 minutes 58 seconds East 1.81 feet; thence continue South 49 degrees 13 minutes 12 seconds East 48.26 feet to the beginning of a non-tangent curve concave Southwesterly, having a radius 747.86 feet and a central angle of 05 degrees 00 minutes 09 seconds; thence from a tangent bearing North 44 degrees 13

minutes 03 seconds West run, Southeasterly 65.30 feet along the arc of said curve with a chord bearing of South 46 degrees 43 minutes 08 seconds East to the end of said curve; thence South 41 degrees 12 minutes 12 seconds West 1.80 feet; thence South 44 degrees 35 minutes 10 seconds East 82.10 for the **POINT OF BEGINNING**; thence continue along said North maintained right of way line, South 82 degrees 09 minutes 25 seconds East 17.46 feet to a point on the Easterly line of aforesaid parcel of land and a point on the Existing right of way line being described and recorded in Official Records Book 595, Page 745, Public Records of Lake County, Florida; thence along said Existing right of way line, North 00 degrees 38 minutes 37 seconds 10.64 feet; thence South 44 degrees 31 minutes 53 seconds East 173.07 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 13342.85, and a central of 01 degrees 38 minutes 14 seconds; thence 381.26 feet along the arc of said curve to a point on the Existing Northeasterly right of way line of County Road 33 as shown on said Right of Way Map and the beginning of a non-tangent curve concave Northeasterly, having a radius 3790.01 feet and a central angle of 01 degrees 17 minutes 55 seconds; thence Southeasterly 85.91 feet along the arc of said curve with a chord bearing of South 34 degrees 41 minutes 59 seconds East to the end of said curve; thence continuing along said Northeasterly right of way line, South 40 degrees 53 minutes 28 seconds East 397.33 feet to a point on the Northeasterly right of way line of State Road 50 as shown on said Right of Way Map and the beginning of a non-tangent curve concave Southwesterly, having a radius 13324.85 feet and a central angle of 03 degrees 42 minutes 38 seconds; thence Northwesterly 862.93 feet along the arc of said curve with a chord bearing of North 42 degrees 44 minutes 47 seconds West to the end of said curve; thence North 44 degrees 36 minutes 06 seconds West 179.43 feet; thence North 45 degrees 23 minutes 54 seconds East 0.02 feet to the Point of Beginning.

CONTAINING: 11,741 Square feet, more or less.

AND

THAT PART OF:

> Church Avenue (aka Bay Lake Road, aka CR 565), a 50-foot platted right of way, Myers' Plat, according to the plat thereof as recorded in Plat Book 4, page 27 of the Public Records of Lake County, Florida and lying in Section 15, Township 22 South, Range 24 East, Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from 1/4 iron rod set in the center of a 6 inch by 6 inch concrete monument with no identification at the Northwest corner of the Northeast 1/4 of Section 15, Township 22 South, Range 24 East, Lake County, Florida as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Survey and Mapping Section, Deland, Florida; thence South 00 degrees 28 minutes 12 seconds West 823.81 feet along the East line of said Northwest 1/4 to a point on the centerline of survey of the aforesaid State Road 50 at station 756+71.17; thence North 89 degrees 18 minutes 43 seconds East

605.96 feet along said centerline to a point on the Northerly prolongation of the West Right of Way line of Church Avenue as shown on MYERS' PLAT as recorded in Plat Book 4, Page 27, Public Records of Lake County, Florida, at the Centerline of Survey Station 762+77.13 of State Road 50 as shown on said Right of Way Map; thence South 00 degrees 52 minutes 32 seconds West 40.01 feet along said prolongation line for the **POINT OF BEGINNING;** said point lying on the Southerly Right of Way line of State Road 50 as shown on said Right of Way Map; thence North 89 degrees 18 minutes 43 seconds East 51.04 feet along said Southerly Right of Way line to the east Right of Way line of said Church Avenue; thence South 00 degrees 20 minutes 14 seconds East 85.15 feet along said east Right of Way line; thence departing said East Right of Way line, run South 87 degrees 00 minutes 41 seconds West 52.94 feet to the aforesaid West Right of Way line, thence North 00 degrees 52 minutes 32 seconds East 87.30 feet along said West Right of Way line to the POINT OF BEGINNING.

CONTAINING: 4478 Square Feet, more or less.

AND

THAT PART OF:

> Lee Road, a right of way of varying width, lying in the East 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 22 South, Range 24 East, Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a 4 inch by 4 inch concrete monument with no identification at the Southeast corner of the Northwest 1/4 of Section 17 Township 22 South, Range 24 East, Lake County, Florida as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence North 00 degrees 54 minutes 25 seconds East 1363.19 feet along the East line of said Northwest 1/4 to a point on the existing Southerly Right of Way line of said State Road 50 as shown on said Right of Way Map; thence South 79 degrees 09 minutes 39 seconds East 1234.77 feet along said the existing Southerly Right of Way line to the beginning of a tangent curve concave Northerly, having a radius of 1961.76 feet and a central angle of 03 degrees 21 minutes 16 seconds; thence Easterly 114.85 feet along the arc of said curve and said existing South Right of Way with a chord bearing of South 80 degrees 50 minutes 17 seconds East to a point on the existing Easterly Right of Way line of Lee Road and said point being South 30 degrees 23 minutes 55 seconds West 54.41 feet of Centerline of Survey Station 663+87.70 of State Road 50 as shown of the aforesaid Right of Way Map for the **POINT OF BEGINNING**; thence South 30 degrees 23 minutes 55 seconds West 15.59 feet along said existing Easterly Right of Way line; thence continue South 20 degrees 43 minutes 42 seconds West 62.85 feet along said existing Easterly Right of Way line to a point; thence departing said Easterly Right of Way line, run North 69 degrees 16 minutes 18 seconds West 20.00 feet to a point on the Westerly Right of Way line of Lee Road; thence run along said Westerly Right of Way line North 20 degrees 43 minutes

42 seconds East 53.78 feet; thence run North 08 degrees 05 minutes 43 seconds West 19.60 feet to a point on the Southerly Right of Way line of State Road 50, said point being on a curve concave Northerly, having a radius of 1961.76 feet and a central angle of 00 degrees 57 minutes 37 seconds; thence Easterly 32.88 feet along the arc of said curve and said existing South Right of Way line with a chord bearing of South 82 degrees 02 minutes 06 seconds East and a chord distance of 32.88 feet to the Point of Beginning.

CONTAINING: 1616 Square Feet, more or less.

AND

THAT PART OF:

> Unnamed Road, a 15-foot platted right of way, Jackson Park, according to the plat thereof as recorded in Plat Book 11, page 47 of the Public Records of Lake County, Florida and being part of Section 16, Township 22 South, Range 24 East, Lake County, Florida.

DESCRIBED AS FOLLOWS:

Commencing from a 4 inch by 4 inch concrete monument with no identification at the Southeast corner of the Northeast 1/4 of Section 17 Township 22 South, Range 24 East, Lake County, Florida as shown on the Florida Department of Transportation Right of Way Map for State Road 50, Section 11070, F.P. No. 435859-5, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence North 00 degrees 06 minutes 17 seconds East 1360.13 feet along the East line of said Northeast 1/4 for the **POINT OF BEGINNING,** said Point of Beginning being a point on the existing Northerly Right of Way line being North 00 degrees 06 minutes 17 seconds East 50.61 feet of Centerline line of Survey Station 676+98.63 of State Road 50 as shown on said Right of Way Map; continue thence North 00 degrees 06 minutes 17 seconds East 58.51 feet; thence departing said East line, run North 81 degrees 10 minutes 55 seconds East 15.18 feet to a point lying on the Easterly Right of Way line of an Unnamed Road; run thence along said Easterly Right of Way line South 00 degrees 06 minutes 17 seconds West 58.51 feet to a point on the existing Northerly Right of Way line of State Road 50; run thence along said existing Northerly Right of Way line South 81 degrees 10 minutes 55 seconds West 15.18 feet to the Point of Beginning.

CONTAINING: 878 Square Feet, more or less.

CONTAINING in the aggregate 0.650 acres, more or less.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

Donation of Property to the Florida Department of Transportation

Lake County, Florida, a political subidivsion of the State of Florida
Right of Way Division
315 W. Main Street, Suite 510
Tavares, FL 32778

ITEM/SEGMENT NO.:	11070
MANAGING DISTRICT:	5
F.A.P. NO.:	435859-5
STATE ROAD NO.:	50
COUNTY:	Lake
PARCEL NO.:	100
INTEREST CONVEYED:	Fee Simple

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Chairman, Lake County Board of County Commissioners

Lake County, Florida, a political subdivision of the State of Florida

Type or Print Property Owner's Name

P.O. Box 7800

Street Address

Tavares, Florida 32778

City, State, Zip Code

Date

Florida Department of Transportation

INSTRUCTIONS FOR COMPLETION OF THE DONATION OF PROPERTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FORM 575-030-12)

This form should be printed on official DOT letterhead.

DATE AND INSIDE ADDRESS: Space is provided for a date and inside address of the property owner.

PROJECT/PARCEL INFORMATION: The following information can be located in the legal documents and Right of Way map for each project and is required on official Department forms:

Item/Segment No.
Managing District
F.A.P. No.
State Road No.
County
Parcel No.

OWNER'S SIGNATURE BLOCK: The owner must sign and provide an address and date before the Department can accept the donation.

ORIGINAL: Parcel File

COPIES: Owner(s)

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

DATE: 05/20/2026

MEETING DATE: 6/23/2026

ITEM TYPE: Consent Item

ITEM ID: 42989

TO: Jennifer Barker, County Manager

THRU: Jeffrey Earhart, Engineering & Operations Director - Central District

BY: Melanie Pompos, Procurement Agent II

SUBJECT: Construction Engineering and Inspection (CEI) Services for CR 452 from CR 44 to Lake/Marion County Line Phase 2 Project

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 21-0920 with Tierra, Inc. (Tampa, FL, serviced through Winter Garden Office) for Construction, Engineering and Inspection (CEI) Services for County Road 452 from County Road 44 to Lake/Marion County Line Phase 2; and
2. To authorize the Office of Procurement Services to execute all supporting documents; and
3. Of a budget transfer within the North Central Transportation Benefit District Fund in the amount of $67,606 from Infrastructure to Infrastructure—Construction CR452 from CR44 to Lake/Marion County Line; and
4. Of a budget transfer within the Central Transportation Benefit District Fund in the amount of $67,606 from Infrastructure to Infrastructure—Construction CR452 from CR44 to Lake/Marion County Line.

The fiscal impact is $478,661.42 — $343,450 (revenue/expenditure - grant funded) and $135,211.42 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 3 and 4.

BACKGROUND SUMMARY: Procurement Services, in coordination with the Public Works Department, issued Request for Statement of Qualifications (RSQ) 21-0920 to provide construction inspections, materials testing, and post-design engineering services (CEI) for the construction of the CR 452 safety improvement project. On March 8, 2022, the Board of County Commissioners (Board) approved Contract 21-0920 with Tierra, Inc. and Phase 1 of Construction and Engineering Inspection (CEI) services for County Road 452 Construction. The project was segmented into different phases, Phase 1 and Phase 2, with the signal portion of the project completed in Phase 1.

On May 20, 2025, the Board approved a Local Agency Program (LAP) agreement to obtain funding in the amount of $4,813,466 — $3,314,644 (revenue/expenditure - grant funded) and $1,498,802 (expenditure - County match). Lake County, in cooperation with

the Florida Department of Transportation (FDOT), has completed negotiations with the awarded Consultant for (21-0920) Phase 2 of the County Road (CR 452) safety project. The CR 452 project (from County Road 44 (CR 44) to the Lake/Marion County line) is a safety improvement that starts approximately 138 feet south-east of CR 44 and ends at the Lake County/Marion County Line, with a total length of the project at 8.93 miles. The construction of the project is currently being advertised for bid.

The fee for the CEI Services for County Road 452 (from County Road 44 to Lake/Marion County Line Phase 2 Project is $478,661.42 (expenditure).

Fiscal Impact: $478,661.42 (expenditure)— $343,450 (revenue/expenditure - grant funded), and $135,211.42 (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Federal/State Grants	1300	5056150	331430	50052	-$343,450.00
Federal/State Grants	1300	5056150	860631	50052	$343,450.00
Central Transportation Benefit District	1158	5056680	860674	50052	$67,605.71
North Central Transportation Benefit District	1148	5056698	860674	50052	$67,605.71

Advertised Date: April 30, 2021 Paper: Daily Commercial

Attachments:

1.	Agenda 17776
2.	Agenda 37575
3.	EXECUTED 443511-2-58.68-01 (G3P25) - LAP - CR452
4.	443511-2-68-01 Contract - CR 452 (ACCEPTED)-partial signed
5.	BUA ADD PROJECT 50052 TO 1158 5056680 860674
6.	BUA ADD PROJECT 50052 TO 1158 5056698 860674

STAFF APPROVALS AND DATES:

Melanie Pompos	Created/Initiated - 05/20/2026
Ron Falanga	Approved - 06/02/2026
Jeffrey Earhart	Approved - 06/02/2026
David Hill	Approved - 06/04/2026
Kerri Andrews	Approved - 06/09/2026
Grace Burgos	Approved - 06/09/2026
Roberto Bonilla	Approved - 06/09/2026
Rachel Bartolowits	Approved - 06/10/2026
Kandace Pourbaix	Approved - 06/10/2026
Miranda Lanoue	Approved - 06/10/2026
Jaime Stewart	Approved - 06/10/2026

Melanie Marsh	Approved - 06/11/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

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: 02/09/2022
MEETING DATE: 3/8/2022
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 17776
Jeffrey Earhart, Engineering Manager
BY: William Ponko, Senior Contracting Officer
SUBJECT: Construction Engineering and Inspection (CEI) Services for the CR 452 Safety Improvements Project

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 21-0920 with Tierra, Inc. (Winter Garden, FL) for construction, engineering, and inspection services, materials testing, and post-design engineering services for the construction of the CR 452 safety improvement project.
2. To authorize the Office of Procurement Services to execute supporting documentation.

The estimated fiscal impact is $ 343,581.25 (expenditure - 100 percent grant funded). Commission District 3 & 4.

BACKGROUND SUMMARY: Procurement Services, in coordination with the Public Works Department, issued Request for Statement of Qualifications (RSQ) 21-0920 to provide construction inspection, materials testing, and post-design engineering services (CEI) for the construction of the CR 452 safety improvement project.

Five responses were received as shown on the attached respondents' list. The proposals were evaluated in accordance with the County's formal Selection Committee (SC) process for the Competitive Consultant's Negotiation Act (CCNA). The SC reviewed the five responses which resulted in a short-list of three vendors. These three vendors were invited to present to the SC. Upon completion of the presentations, and after considering the evaluation factors advertised in the RSQ, the SC stated that Tierra, Inc. presented best. The SC recommended the rankings stated in the attached SC second meeting notes. The SC met a third time to confirm the scoring and recommended negotiations with the top-ranked vendor. Negotiations resulted in pricing that is considered fair and reasonable in comparison to rates negotiated under similar contracts, resulting in a formal award recommendation to Tierra, Inc.

The Florida Department of Transportation (FDOT) has requested that the County enter into a contract for CEI prior to a funding agreement for the construction improvements. The CR 452 Local Agency Program (LAP) grant agreement with FDOT will be presented to the Board on a future meeting date. The construction of the project is estimated at $2,200,000 and is 100% grant funded. The project is currently being

advertised for bid.

Fiscal Impact: $343,581.25 (expenditure - 100% grant funded).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Federal/State Grants	1300	5056150	860631	50052	$343,581.25

Advertised Date: Paper:

Attachments:

1.	Solicitation Respondent List 21-0920 (PDF)
2.	21-0920 Selection Committee initial meeting
3.	21-0920 SC second meeting Short Listed Presentations
4.	21-0920 SC Meeting Final Selection 8.25.21
5.	21-0920_Final Contract_1-4-22 (Accepted) Signed

STAFF APPROVALS AND DATES:

William Ponko	Created/Initiated - 2/9/2022
Ron Falanga	Approved - 2/9/2022
Jeffrey Earhart	Approved - 2/9/2022
Sandy Beckett	Approved - 2/9/2022
Kerri Andrews	Approved - 2/10/2022
Miranda Lanoue	Approved - 2/10/2022
Fred Schneider	Approved - 2/10/2022
Allison Teslia	Approved - 2/10/2022
Melanie Marsh	Approved - 2/18/2022
Jennifer Barker	Approved - 2/25/2022
Misty Spahn	Final Approval - 2/25/2022

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: 04/29/2025
MEETING DATE: 5/20/2025
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 37575
Fred Schneider, Assistant County Manager
BY: Sandy Beckett, Office Manager
SUBJECT: County Road 452 (from County Road 44 to the Lake/Marion County Line) Local Agency Program (LAP) Agreement with the Florida Department of Transportation for Roadway Safety Improvements

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RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval:
1. Of a Local Agency Program (LAP) agreement with the Florida Department of Transportation (FDOT); and
2. For adoption of a supporting resolution for construction and construction engineering inspection services for County Road 452 (from County Road 44 to the Lake/Marion County Line); and
3. For adoption of an Unanticipated Revenue Resolution (URR) to accept and appropriate $3,314,644 for the Federal/State Grant Fund: and
4. Of a budget transfer in the amount of $1,498,802 from Sales Tax Infrastructure Construction-County Road 466A to Sales Tax Infrastructure-CR 452.

The fiscal impact is $4,813,446 - $3,314,644 (revenue/expenditure – grant funded) and $1,498,802 (expenditure - county match).
Commission District 4.

BACKGROUND SUMMARY: The Local Agency Program (LAP) Agreement is associated with the County Road (CR 452) safety project (FPN 443511-2-58/68-01). The CR 452 project (from County Road 44 (CR 44) to the Lake/Marion County line) is a safety improvement that starts approximately 138 feet southeast of CR 44 and ends at the Lake County/Marion County Line, with a total length of the project at 8.93 miles.

The proposed improvement consists of the installation of 8-foot shoulders containing 5-foot paved shoulders and 3-foot unpaved shoulders at various locations throughout the project limits. At the intersection of CR 44 and CR 452, there will be a widening improvement on the northeast corner and at the intersection of Goose Prairie Road and CR 452, there will be widening improvements followed by milling and resurfacing of the roadway.

The limits for this work will be 665 feet northwest of Goose Prairie Road and 842 feet southeast of Goose Prairie Road. At the intersection of Felkins Road and CR 452, there

is a proposed realignment and reconstruction. Additional improvements will include the installation of inlets and drainage structures, post-mounted signs, curb and gutter, and pavement markings.

The Florida Department of Transportation (FDOT) is providing $3,314,644 in safety grant funding towards this project.

Fiscal Impact: $4,813,446 - $3,314,644 (revenue/expenditure – grant funded) and $1,498,802 (expenditure - county match).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Federal/State Grant	1300	5056150	331430	50052	-$3,314,644
Federal/State Grant	1300	5056150	860631	50052	$3,314,644
Sales Tax	3050	5056550	860670	50052	$1,498,802

Advertised Date: Paper:

Attachments:

1.	LC Page_443511-2-58.68-01 (FY25) - LAP - CR452
2.	CR 452_LAP Resolution_4.29.2025
3.	Vicinity Map CR452
4.	CR 452 Location Map-p
5.	BUA for Agenda Item 37575
6.	URR for CR 452 AI 37575

STAFF APPROVALS AND DATES:

Sandy Beckett	Created/Initiated - 4/29/2025
Jeffrey Earhart	Approved - 4/29/2025
Kerri Andrews	Approved - 5/1/2025
Miranda Lanoue	Approved - 5/7/2025
Fred Schneider	Approved - 5/7/2025
Rachel Bartolowits	Approved - 5/8/2025
Ron Falanga	Approved - 5/8/2025
Kandace Pourbaix	Approved - 5/8/2025
Allison Teslia	Approved - 5/8/2025
Melanie Marsh	Approved - 5/11/2025
Jennifer Barker	Approved - 5/12/2025
Karen Snodgrass	Final Approval - 5/12/2025

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Docusign Envelope ID: 0A352ACF-103D-483D-8861-3C0449364158

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 443511-2-58-01	FPN: 443511-2-68-01	FPN:
Federal No (FAIN): D524 059 B	Federal No (FAIN): D524 059 B	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACSS, LF	Fund: ACSS	Fund:
Org Code: 55054010508	Org Code: 55054010508	Org Code:
FLAIR Approp: 088796	FLAIR Approp: 088718	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj: 780000	FLAIR Obj:

County No: 11 Contract No: G3P25
Recipient Vendor No: F596000695001 Recipient Unique Entity ID (UEI) No: NNPSKT8GRCU1

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 04/17/2026 | 10:21 AM EDT (This date to be entered by DOT only), by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Lake County ("Recipient").

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the County Road 452 (from County Road 44 to Lake/Marion County Line) Phase 2 project, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before August 31, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 4,813,446.00 (Four Million Eight Hundred Thirteen Thousand Four Hundred Forty-Six Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $3,314,644.00 (Three Million Three Hundred Fourteen Thousand Six Hundred Fourty-Four Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

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

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

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

Docusign Envelope ID: 0A352ACF-103D-483D-8861-3C0449364158

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

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

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

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

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

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds

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approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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

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

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's

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Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

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f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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

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

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

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

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

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

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9. Termination or Suspension of Project:

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

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

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

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

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

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

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

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

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

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Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

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☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

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c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: N/A.

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A.

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

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

RECIPIENT LAKE COUNTY

By: See attached signature page.

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by:
292113AFD861407...

Name: James S. Stroz Jr., P.E.
Title: Director of Transportation Development

Legal Review:

DocuSigned by:
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Local Agency Program Agreement – County Road 452 (from County Road 44 to Lake/Marion County Line) Phase 2 Project; FPN 443511-2-58-01 and FPN 443511-2-68-01

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman

This 20th day of May, 2025.

ATTEST:

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

Approved as to form and legality:

5/20/25

Melanie Marsh, County Attorney

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 443511-2-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Lake County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The County Road 452 (from County Road 44 to the Lake/Marion County Line) project is with Lake County (Recipient). This project is a safety improvement project that starts around 138 feet southeast of County Road 44 and stops at the Lake County/Marion County Line. The total length of the project is around 8.93 miles.

The proposed improvement to this project will be the installation of 8-foot shoulders containing 5-foot paved shoulders (including base, stabilization, asphalt) and 3-foot unpaved shoulders (including base) throughout the project limits. At the intersection of County Road 44 and County Road 452 towards the northeast corner, there will be widening improvements. At the intersection of Goose Prairie Road and County Road 452, there will be widening improvements followed by milling and resurfacing of the roadway. The limits for this work will be 665 feet northwest of Goose Prairie Road and 842 feet southeast of Goose Prairie Road. At the intersection of Felkins Road and County Road 452, there is a proposed reconstruction portion of the project. Part of the road will be realigned. During the reconstruction, a section will be removed and replaced with a residential driveway and the placement of sod.

Additional improvements will include the installation of inlets and drainage structures connecting to existing pipes throughout the project. The installation of new concrete and asphalt driveways for the residents to accommodate the new 8-foot shoulder along County Road 452. Some additional improvements will be to furnish and install post-mounted signs, curb and gutter, and the installation of pavement markings.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, embankment, and sod.

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required and has been coordinated. The Agency (Recipient) has received a permit exemption from the St. Johns River Water Management District. Right-of-way acquisition is not needed for this project. Lake County (Recipient) shall construct the project within the limits of the existing right-of-way or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

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Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation no more often than monthly and no less than quarterly. The initial invoice and progress report will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let (Bid Opening) by May 14, 2026.
b) Construction Duration of 240 days.
c) Construction to be completed (Final Acceptance) by April 12, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibil-ity of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that have not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Lake County Post Office Box 7800 Tavares, Florida 32778	443511-2-58/68-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2025-2026 (LAP)	$ 4,469,996.00	$ 1,498,802.00	$ 0.00	$ 2,971,194.00
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 4,469,996.00	$ 1,498,802.00	$ 0.00	$ 2,971,194.00
Construction Engineering and Inspection (CEI)- Phase 68FY: 2025-2026 (LAP)	$ 343,450.00	$ 0.00	$ 0.00	$ 343,450.00
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 343,450.00	$ 0.00	$ 0.00	$ 343,450.00
(Insert Phase)				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 4,813,446.00	$ 1,498,802.00	$ 0.00	$ 3,314,644.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Katherine Alexander
District Grant Manager Name

DocuSigned by:
Katherine Alexander
6B460F432199448...
Signature

04/16/2026 | 4:58 PM EDT
Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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RESOLUTION NO. 2025 - 62

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AUTHORIZING ITS CHAIRMAN TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION A LOCAL AGENCY PROGRAM AGREEMENT REGARDING THE COUNTY ROAD 452 FROM COUNTY ROAD 44 TO LAKE/MARION COUNTY LINE PHASE 2 PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Lake County, Florida intends to design 8-foot shoulders containing 5-foot paved shoulders and 3-foot unpaved shoulders, along with other improvements, at County Road 452 from County Road 44 to the Lake/Marion County Line; and

WHEREAS, the Board of County Commissioners of Lake County, Florida ("County") and the State of Florida, Department of Transportation ("FDOT") desire to enter into a Local Agency Program Agreement regarding the participation of FDOT in the improvements at County Road 452 from County Road 44 to the Lake/Marion County Line Phase 2 project, FPN 443511-2-58-01 and FPN 443511-2-68-01.

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

Section 1. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The County authorizes the Chairman of the Lake County Board of County Commissioners to make, execute and deliver to the State of Florida Department of Transportation a Local Agency Program Agreement regarding the participation of FDOT in the improvements at County Road 452 from County Road 44 to the Lake/Marion County Line Phase 2 project, FPN 443511-2-58-01 and FPN 443511-2-68-01. The Chairman is further authorized to sign any supplements to such Local Agency Program Agreement.

Section 3. This Resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of MAY, 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 20th day of May, 2025.

Approved as to form and legality:

5/20/25

Melanie Marsh, County Attorney

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$3,314,644.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

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EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

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g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

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p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

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To: Brianna.Battle@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3P25

4/1/2026

CONTRACT INFORMATION

Contract:	G3P25
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	LAKE COUNTY BOARD OF COUNTY COM
Vendor ID:	F596000695001
Beginning Date of This Agreement:	04/07/2026
Ending Date of This Agreement:	04/30/2027
Contract Total/Budgetary Ceiling:	ct = $3,314,644.00
Description:	County Road 452 (from County Road 44 to Lake/Marion County Line) Phase 2

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 4/1/2026

Action:	Original	Original
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55054010508	55054010508
Expansion Option:	AI	AC
Object Code:	780000	780000
Amount:	$2,971,194.00	$343,450.00
Financial Project:	44351125801	44351126801
Work Activity (FCT):	215	215
CFDA:	20.205	20.205
Fiscal Year:	2026	2026
Budget Entity:	55150200	55150200
Category/Category Year:	088796/26	088718/26
Amendment ID:	O001	O001
Sequence:	00	01
User Assigned ID:		
Enc Line (6s)/Status:	0001/04	0002/04

Total Amount: $3,314,644.00

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND TIERRA, INC. CONSTRUCTION, ENGINEERING AND INSPECTION (CEI) SERVICES FOR COUNTY ROAD 452 FROM COUNTY ROAD 44 TO LAKE/MARION COUNTY LINE – PHASE 2 RSQ # 21-0920

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida ("COUNTY"), and Tierra, Inc., its successors and assigns("CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Construction, Engineering and Inspection (CEI) Services for CR 452 FROM CR44 TO LAKE/MARION COUNTY LINE PHASE 2 Project (RSQ #21-0920); and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The above recitals are true and correct and incorporated in this Agreement.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide Construction, Engineering and Inspection (CEI) Services for the CR 452 TO CR44 TO LAKE/MARION COUNTY LINE – PHASE 2 (the "Project"), in accordance with the Scope of Work attached as **Attachment A**. The Project will be funded through a Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") Agreement. All Federal Highway Administration regulation and guidelines for use of federal funds will apply to the Project.

2.2 CONSULTANT agrees and acknowledges that time is of the essence in completing the Scope of Work identified in this Agreement. All services must be completed no later than **300 days,** after the Notice to Proceed is issued, unless a written change order has been duly executed by both parties. Continuation of the performance period beyond the initial period is a COUNTY prerogative, and not a right of CONSULTANT. This prerogative may only be exercised when such continuation is clearly in the best interest of COUNTY.

2.3 This Agreement will commence upon the date of the purchase order or related Notice to Proceed from COUNTY and will remain in effect until the Project is completed and accepted by COUNTY's authorized representative and until completion of any express or implied warranty periods. CONSULTANT shall maintain, for the entirety of this Agreement, if any, the same prices, terms, and conditions included within this Agreement.

2.4 CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by COUNTY. CONSULTANT acknowledges that nothing in this Agreement 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 CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 3. Payment

3.1 The parties agree the total cost of the Project not exceed the amount of **$478,661.42**. COUNTY shall pay CONSULTANT to complete the Scope of Work pursuant to the Pricing Schedule attached as **Attachment B (Specific Rates of Compensation).**

3.2 CONSULTANT shall submit monthly invoices to the COUNTY addressed to Lake County Board of County Commissioners, P.O. Box 7800, Tavares, Florida 32778, unless CONSULTANT is notified in writing by COUNTY of a different address and location of COUNTY's office. Each invoice must contain the Request for Statement of Qualifications (RSQ) number **21-0920**, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. CONSULTANT shall keep a travel log indicating all dates of travel, mileage, and other pertinent information.

CONSULTANT may receive periodic payments on a thirty (30) day interval for Project tasks completed during that period by CONSULTANT and approved by COUNTY. Payment will be specific rates of compensation based upon the Pricing Scheduled, attached as Attachment B, but not to exceed the amount listed in paragraph 3.1 above. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for COUNTY to provide payment, CONSULTANT shall submit a fully documented invoice that provides the basic information set forth above.

3.3 COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 CONSULTANT hereby agrees and acknowledges that this Agreement is funded through a State of Florida, Department of Transportation, Local Agency Program Agreement (LAP), FPN# 443511-2-68-01. CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies. CONSULTANT shall additionally comply with all requirements imposed by applicable federal, state or local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R., Part 29, when applicable. COUNTY will make a determination of allowable costs in accordance with Federal cost principles. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT upon request.

Article 4. COUNTY's Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one COUNTY staff member to act as COUNTY's Project Manager.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to CONSULTANT all necessary and available data, photos, and documents COUNTY possesses that would be useful to CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. CONSULTANT shall, during the entire duration including any renewals of this Agreement, be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida law to perform the services contained in this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with Florida law.

5.2 Key Personnel. CONSULTANT agrees that each person listed or referenced in the qualifications package will be available to perform the services described in this Agreement for COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of COUNTY. In the event the requested substitute is not satisfactory to COUNTY and the matter cannot be resolved to the satisfaction of COUNTY, COUNTY reserves the right to terminate this Agreement.

5.3 Termination.

A. Termination for Convenience: COUNTY, at its sole discretion, reserves the right to terminate this Agreement upon thirty (30) days written notice. Upon receipt of such notice, CONSULTANT shall not incur any additional costs under this Agreement. COUNTY will be liable only for reasonable costs incurred by the vendor prior to notice of termination. COUNTY will be the sole judge of "reasonable costs."

B. 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, this Agreement will be cancelled and CONSULTANT 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 this Agreement.

C. Termination for Default: COUNTY reserves the right to terminate this Agreement, in part or in whole, or effect other appropriate remedy in the event CONSULTANT fails to perform in accordance with the terms and conditions stated in this Agreement. COUNTY further reserves the right to suspend or debar CONSULTANT in accordance with COUNTY ordinances, resolutions and administrative orders. CONSULTANT will be notified by letter of COUNTY's intent to terminate. In the event of termination for default, COUNTY may procure the required goods or services from any source and use any method deemed in its best interest. All re-procurement cost will be borne by the CONSULTANT.

5.4 Assignment of Agreement. This Agreement may not be assigned or sublet except with the written consent of Lake County's Procurement Services Director on behalf of COUNTY. No such consent will be construed as making COUNTY a party to the assignment or subcontract or subjecting COUNTY to liability of any kind to any assignee, subconsultant or subcontractor. No assignment or subcontract will under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify COUNTY immediately. COUNTY may terminate this Agreement in the event the acquiring entity does not meet with COUNTY's approval.

5.5 Insurance. CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to COUNTY, policies of insurance**,** with a company or companies authorized to do business in the State of Florida, and which are acceptable to COUNTY, insuring CONSULTANT 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 obligations of CONSULTANT under the terms and provisions of this Agreement. CONSULTANT is responsible for timely provision of all certificates of insurance to COUNTY at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the Agreement. Such policies of insurance, and confirming certificates of insurance, must insure CONSULTANT in accordance with the following minimum limits:

A. 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

B. Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

C. 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 vendor 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.

D. 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

E. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

F. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as their interest may appear on all applicable liability insurance policies.

G. All certificates of insurance must provide for a minimum of thirty (30) days prior written notice to COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

H. CONSULTANT shall provide a copy of all policy endorsements, reflecting the required coverage, with Lake County and the Florida Department of Transportation listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. ***(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements)***.

I. All certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate.

J. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE
STATEOF FLORIDA, THE BOARD OF COUNTY
COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

K. Certificates of insurance must evidence a waiver of subrogation in favor of COUNTY, that coverage will 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 COUNTY.

L. CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements. Self-insured retentions are not acceptable.

M. COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of CONSULTANT or subconsultant providing such insurance.

N. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

O. Neither approval by COUNTY of any insurance supplied by CONSULTANT or subconsultants, nor a failure to disapprove that insurance, will relieve CONSULTANT or subconsultants of full responsibility for liability, damages, and accidents as set forth in this Agreement.

5.6 Conflict of Interest. CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in CONSULTANT as a business entity, and that no such person will have any such interest at any time during the term of this Agreement unless approved in writing by COUNTY upon consultation with its attorney. The certifications applicable to CONSULTANT, which have been executed by CONSULTANT, are attached as **Attachment C**. The COUNTY will consider CONSULTANT in default of this Agreement in the event a conflict of interest on the Project is found to exist.

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

5.7 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 consultant, supplier or sub-consultant 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

5.8 Indemnity. "To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the COUNTY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

The foregoing indemnification shall not constitute a waiver of the Department's or COUNTY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify COUNTY for the negligent acts or omissions of COUNTY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

5.9 Independent Contractor. CONSULTANT agrees that it will be acting as an independent contractor and will not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT will have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.10 Ownership of Deliverables. Upon completion of and payment for a task, CONSULTANT agrees that all tasks and deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT will be and remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all tasks and deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the Project described in this Agreement. COUNTY's alteration of CONSULTANT's work product or its use by COUNTY for any other purpose will be at COUNTY's sole risk.

5.11 Return of Materials. Upon the request of COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to CONSULTANT by COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.12 Delays. 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 from any cause whatsoever, will relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from COUNTY. CONSULTANT expressly acknowledges and agrees that CONSULTANT will receive no damages for delay. CONSULTANT's sole remedy, if any, against COUNTY will be the right to seek an extension to the contract time. However, this provision will not preclude recovery of damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith, or active interference on the part of COUNTY. Otherwise, CONSULTANT 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.

The parties will exercise every reasonable effort to meet their respective obligations under this Agreement. Notwithstanding the above, the parties 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, natural disasters, wars, riots, transportation problems or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.13 Accuracy and Warranty. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections must be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by COUNTY. CONSULTANT agrees that the products and services provided under this Agreement will be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.14 Truth in Negotiation Certificate. By signing this Agreement, CONSULTANT represents that it has executed FDOT's truth in negotiation certification.

5.15 Codes and Regulations. All work completed under this Agreement must conform to all applicable federal, state, and local laws.

5.16 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement 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 CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.17 Public Records/Copyrights.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by CONSULTANT for or on behalf of COUNTY will be the property of COUNTY and will be turned over to 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 CONSULTANT's office or facility. CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, and in accordance with any grant requirements, whichever is longer. Prior to the completion of the Project or termination of this Agreement, CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name, mailing address, and telephone number to COUNTY.

B. Any copyright derived from this Agreement will belong to the author. The author and CONSULTANT shall expressly assign to COUNTY nonexclusive, royalty free rights to use any and all information provided by CONSULTANT in any deliverable medium for COUNTY's use which may include publishing in COUNTY documents and distribution as COUNTY deems to be in COUNTY's best interests. If anything included in any deliverable limits the rights of COUNTY to use the information, the deliverable will be considered defective and not acceptable and CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by COUNTY to perform the services identified in this Agreement.
2. Upon request from COUNTY's custodian of public records, provide 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 CONSULTANT does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT P.O. BOX 7800, TAVARES, FL 32778, 352-343-9839, OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

5.18 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY's choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) complete calendar years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control *(*SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the CONTRACTOR's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable

actual cost of the COUNTY's audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work under this Agreement.

5.19 FDOT Inspections. CONSULTANT shall provide all information and reports required by any regulations or directives issued pursuant to those regulations, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by FDOT, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to FDOT, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information. If FDOT unilaterally cancels the LAP Agreement between FDOT and COUNTY for refusal of CONSULTANT to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement, COUNTY will have the right to unilaterally terminate this Agreement for cause. COUNTY reserves all legal rights and remedies to recover from CONSULTANT any funds paid under this Agreement that are not reimbursed through the LAP Agreement if COUNTY exercises its termination rights under this Agreement.

5.20 Terms for Federal-Aid Contracts. CONSULTANT acknowledges that this Agreement will be furnished to COUNTY, FDOT, and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil. CONSULTANT shall comply with the Local Agency Program Federal-Aid Terms for Professional Services Contracts (375-040-84), a copy of which is attached hereto as **Attachment D** and incorporated herein, as a part of this Agreement.

5.21 Drug-Free Workplace. CONSULTANT certifies that it has and will provide a drug-free workplace program throughout the duration of providing services under this Agreement, as defined in Section 287.087, Florida Statutes.

5.22 Public Evaluation. At the end of the contract period, the parties agree that COUNTY will evaluate CONSULTANT's performance. This evaluation will consist of a meeting with the CONSULTANT's authorized representative and the Lake County Public Works Department Director or designee and a review of the Project file done at the completion of the Project to determine whether the Project was completed by the CONSULTANT, and any subconsultants, in accordance with this Agreement and the services completed to the satisfaction of COUNTY. This evaluation will become public record.

5.23 E-Verify. CONSULTANT 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 CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors or subconsultants performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors or subconsultants utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors or subconsultants during the term of the contract.

5.24 LAP Agreement. CONSULTANT acknowledges this Project will be funded through a Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") and that a LAP Agreement will/has been entered between FDOT and COUNTY. CONSULTANT may request a copy of LAP Agreement from COUNTY.

5.25 Certification Regarding Scrutinized Companies Lists. By executing this Agreement, CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed onthe 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. CONSULTANT 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. CONSULTANT further understands that any contract with COUNTY for goods or services of $1 million or more may be terminated at the option of COUNTY if CONSULTANT 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.

Article 6. Miscellaneous Provisions

6.1 This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie in Lake County, Florida and trial will be non-jury.

6.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning orconstruction of any of the provisions of this Agreement.

6.4 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

6.6 The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

6.7 Any individual, corporation, or other entity that attempts to meet its contractual obligations with COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. COUNTY, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

6.8 CONSULTANT shall act as the prime CONSULTANT for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services under this Agreement. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subconsultants will be subject to advance review by COUNTY in terms of competency and security concerns. No change in subconsultants may be made without consent of COUNTY. CONSULTANT will be responsible for all insurance, permits, licenses and related matters for any and all subconsultants. COUNTY may require CONSULTANT to provide any of the subconsultant's insurance certificates required by the work to be performed.

6.9 The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

If to CONSULTANT:	If to COUNTY:
Tierra, Inc.	County Manager
7351 Temple Terrace Highway	315 West Main Street
Tampa, Florida 33637	Post Office Box 7800
	Tavares, FL 32778-7800

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

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

7.2 This Agreement contains the following Attachments, all of which are incorporated in this Agreement:

Attachment A	Scope of Work
Attachment B	Pricing Schedule
Attachment C	Certifications
Attachment D	Local Agency Program Federal-Aid Terms

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONSULTANT through its duly authorized representative.

CONSULTANT
Tierra, Inc.

Jeff H Begovich

Digitally signed by Jeff H Begovich
DN: CN=Jeff H Begovich, dnQualifier=A01410D000001949341 6A130003EA80, O=TIERRA, C=US
Date: 2026.05.20 14:18:12-04'00'

Jeffrey Begovich, P.E.
Vice President / Authorized Signature
License: CA6486
This 20 day of May, 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

ATTACHMENT A

SCOPE OF WORK AND SPECIFIC CONTRACT REQUIREMENTS

ATTACHMENT A
SCOPE OF WORK AND SPECIFIC CONTRACT REQUIREMENTS

1.1 Scope of Work

This is an FDOT LAP safety project, which will involve the construction engineering and inspection (CEI) County Road 452, from County Road 44 to the Lake/Marion County Line project is with Lake County. This project is a safety improvement project that starts around 138 feet southeast of County Road 44 and stops at the Lake County/Marion County Line. The total length of the project is around 8.93 miles.

The proposed improvement to this project will be the installation of 8-foot shoulders containing 5-foot paved shoulders (including base, stabilization, asphalt) and 3-foot unpaved shoulders (including base) throughout the project limits. At the intersection of County Road 44 and County Road 452 towards the northeast corner, there will be widening improvements. At the intersection of Goose Prairie Road and CR 452, there will be widening improvements followed by milling and resurfacing of the roadway. The limits for this work will be 665 feet northwest of Goose Prairie Road and 842 feet southeast of Goose Prairie Road. At the intersection of Felkins Road and County Road 452 there is a proposed reconstruction portion of the project. Part of the road will be realigned. During the reconstruction, a section will be removed and replaced with a residential driveway and the placement of sod.

Additional improvement will include the installation of inlets and drainage structures connecting to existing pipes throughout the project. The installation of new concrete and asphalt driveways for the residents to accommodate the new 8-foot shoulder along CR 452. Some additional improvements will be to furnish and install post-mounted signs, curb and gutter and the installation of pavement markings.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, embankment, and sod.

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. The Agency has received a permit exemption from the Water Management District. Right of way acquisition is not needed for this project. The Agency shall construct the project within the limits of the existing right of way or easements.

1.2 Post Design Services and Materials Testing

Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Oversee the project's Contractor to keep the projecton schedule. Coordinate the relocation efforts with all utilities in the project area to include new and relocatedlines. Observe, measure and record all quantities for payment. Record field measurements into project recordsfor review by the County or auditors. The records will be recorded on a standard form (field book) provided bythe Consultant or on field inspection forms to be submitted to the County. Check traffic control daily, and additionally as required or requested. Notify the Contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on forms provided by the Consultant and

distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectivenessin the field. Notify the Contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the Contractor or County. Prepare an accurate daily diary, signed by the inspector, consisting of:

a. A record of the Contractors on the project

b. Their personnel (number and classification)

c. Equipment on the project (number and type or size)

d. Location and work performed by each Contractor or Subcontractor

e. Orders given the Contractor

f. Events of note on the project

g. Accidents on the project and any details surrounding the accident such as police report number,fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.

h. Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.

i. Days charged, with explanation if not charged

j. Equipment arriving or leaving the project, idle equipment

k. Any other details that may be important later in the project life.

l. Notify the County Project Supervisor prior to withholding payments.

Provide effective and qualified supervision of all inspection services being conducted by Consultant and sub- consultants. All field technicians must be certified in the applicable FDOT certification workshops listed below:

m. Asphalt Roadway Paving Inspector

n. Asphalt Plant Inspector

o. ACI Class 1 Concrete Technician

p. Nuclear Gauge Training Provide a Project Supervisor to be available at any time in the case of an emergency on the project and who willmaintain a list of Contractor's personnel that will be responsible for any occurrence that may arise on the projectfor the life of the project.

Schedule, prepare the agenda, attend, and conduct a progress meeting every two weeks with Lake County personnel, Contractor, sub-Contractors, utility personnel and other agencies affected by the project during construction. The discussion should include recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the attendees and appropriate agencies.

Prepare to take the lead role (under County supervision) for conflicts between the project's Contractor and anyutility or other Contractors. Be able to make daily site visits to answer field

questions or to make necessary fieldadjustments.

Meet with all property owners, businesses, and agencies as necessary and requested and maintain a clear, concise and recorded documentation of all discussions, emails, and writings.

Review and sign-off on all shop drawings and submittals.

Provide written responses to the County and Contractor regarding Contractors' requests for information (RFI).

Be available to respond within 30 minutes in emergency situation, or to attend a meeting with less than 24-hournotice.

Provide all necessary documents to St. Johns River Water Management District (SJRWMD),throughoutthe permitting and construction process.

Review and sign-off on the as-builts at project completion and provide certifications to all permitting agencies including SJRWMD and NPDES permitting.

Provide surveying services as needed.

Provide Subsurface Utility Engineering as needed.

Provide continuous monitoring and enforcement of Maintenance of Traffic(MOT) plans. Provide continuousmonitoring and enforcement of the NPDES permit requirements.

Prepare for and attend, when requested, any periodic or in-depth County inspections that may be conducted onthe project related to project work, progress or records.

Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments,reports. etc.

Monitor Consultant hours worked on the project and justify need for overtime. Prior to starting work, submit tothe County Project Supervisor a listing of personnel assigned to the project for review and approval. In addition,a list of persons with emergency phone numbers should always be supplied to the County and Contractor.

Review Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submittedto the County Project Supervisor for processing.

Submit to the County Project Supervisor a copy of all correspondence between the Consultant, Contractor, Subcontractors, or others concerning matters related to the project and maintain an office file copy for submission with the project Final Records

Submit a compilation of Final Project records in the FDOT standard format to the County after project completion. Make corrections when/if notified and resubmit the records and the consultant's final pay estimatefor the project at the appropriate time. Submit all final forms with the final records. Coordinate Consultant hour after the project completion with the County Project Supervisor for approval

Prepare documentation and assist in the defense of the County, when requested, in preparation for claims or possible claims resulting in the execution of the contract.

Ensure the Contractor's Critical Path Method (CPM) schedule is developed, implemented and updated per the contract. Maximize MOT by coordinating with any active construction operations potentially impacting the project. Develop and review the emergency response plan during the

construction phase and coordinating withthe County's plan.

1.2.1 Material Testing

Provide Quality Assurance, Testing for Acceptance, and Training. Monitor the testing provided by theContractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard FDOT type forms and distribute as required. Monitor documentation of testing by the Contractor. Field testing by the Consultant includes, but is not limited to, all ACI tests for concrete including concrete plantfor acceptance by the County, nuclear density testing of earthwork, base stone, asphalt, structural backfill, andpipe backfill as defined in the Standard Specifications and the County's sampling and testing schedule attachedas "**Exhibit A**". The Consultant will also provide aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and the County's sampling and testing schedule. Also included as the responsibility of the consultant is miscellaneous checking of applicationrates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification ofdefective concrete, asphalt or other product as defined in the Specifications, the Consultant will submit the initial information on forms provided by the Consultant and receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformityto the Specifications. The certification documents submitted to the County will also be reviewed for completeness and conformance to the County's standard form of submission. A Final Materials and Tests Certification will be submitted to the Materials and Tests Manager with the Final Records.

Review Progress Payments: The Consultant will review and document accurate quantities for Monthly Progress Payments from the prime Contractor based on actual project field records. The quantities for paymentwill be referenced to field records prior to submission to the County for payment. Test reports will be on file priorto payment. The County Project Supervisor must approve any waiver of testing documents prior to payment. Payquantities will be submitted to the County Project Supervisor for review and payment.

Provide designated materials testing laboratory by a certified FDOT Laboratory for all applicable testing requirements. All materials must meet FDOT specifications. Monitor the testing to ensure all requirements are met. Communicate on all levels of project personnel, from field inspectors striving to resolve issues at the lowest level possible and escalating, if necessary, to senior management staff. Phone and email will be the main formsof communication on a daily basis. The Consultant will distribute meeting minutes after each project progress meeting and pre-activities meeting. We will conduct weekly staff meetings for project communication and utilizeemail and conference calls, as needed. Communication with the Contractor will take the form of weekly project progress meetings, pre-activity meetings, phone calls, e- mails and face-to- face discussions.

1.3 Qualifying Standards

Firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and experience required by the applicable statutes.

Responding vendors must exhibit compliance with the qualification standards stated in Florida Statute 287.055 theConsultant's Competitive Negotiation Act (CCNA), in accordance with 40 USC 1101-1104 (Brooks Act).

- Respondents must have CEI experience on CEI Projects for a major urban curb and gutter roadwaywith a minimum construction cost of $3 Million.

- Respondents must have experience with FDOT documentation of CEI construction projects.

EXHIBIT A
LABORATORY TESTING AND SAMPLING SCHEDULE

OPERATION	MATERIAL SPECIFICATION	TESTS	PROJECT REQUIREMENTS	TESTING FREQUENCY
Prime and Tack Coats	FDOT Standard Specifications (Latest Edition)		Certification	Every Transport
Type Superpave Asphaltic Concrete	FDOT Standard Specifications (Latest Edition)	Job Mix Formula	Certification	Each mix design or change of aggregates
		RICE (Gmm)	Section 334	One per sublot
		Extraction Gradation Analysis	Section 334	One per sublot
		Field Density (Gmb)	Section 334	5 six inch cores per sublot (Random Locations)
		Asphalt Binder	Section 334	1 sample for the first 1000 tons and 1 per 4000 tons after
		Thickness	Section 330	Daily
Pavement Smoothness	FDOT Standard Specifications (Latest Edition)	Rolling Straight Edge	Section 330 (FM 5-509) Max 3/16 inch	Final SP structural layer and friction course layer
Concrete	FDOT Standard Specifications (Latest Edition)	Compression Strength	FDOT Section 346 and 347	Section 347 acceptance based on Certification; Section 346 One (1) set of cylinders for 10 CY or more per day. Additional set(s) for each 50 CY/day. One (1) set for each class of concrete placed each day.
		Each class of concrete used	Certification	Each mix design or change
Embankment	FDOT Standard Specifications (Latest Edition)	Standard Proctor AASHTO T-99	Section 120	Per material type
		Field Density	Section 120 -100% AASHTO T-99180	Section 120-One test per 500 LF per 12" lift of embankment Section 125-One test per 300 LF of pipe trench (or between structures) per 6' lift until 1 ft above pipe; 12" lift of backfill 1 ft above pipe Section 125 (modified) One test per 12" lift of structure backfill alternating sides
Compacted Subgrade	FDOT Standard Specifications (Latest Edition)	Standard Proctor AASHTO T-99	Section 120	One per material type
		Field Density	100% AASHTO T-99	Section 120 (modified)-One per 300 LF of sidewalk One per driveway
Stabilized Subgrade	FDOT Standard Specifications (Latest Edition)	Limerock Bearing Ratio FM 5-515	Section 160	One per 1,000 LF per lane (One per 2 lots) One per 2,000 LF per shoulder (One per 4 lots)
		Field Density/Thickness	Section 160-98% AASHTO T-180	Density-One per 500 LF per lane (1 per lot) Thickness – 3 per lot Density/thickness (modified)-One per 500 LF per shoulder
Limerock Base Course	FDOT Standard Specifications (Latest Edition)	Modified Proctor AASHTO T-180	Section 200	One per 4 8 lots
		Field Density/Thickness	Section 200-98% AASHTO T-180	Density-One per 300 LF per lane Thickness- 3 per lot Density/Thickness-One per 500 LF per shoulder
Sodding	FDOT Standard Specifications (Latest Edition) Section 575, Sodding, and Section 981	Each type of sod used	Certification	All seed, sod and mulch shall be free of noxious weeds and exotic pest plants, plant parts or seed listed in the current Category I "List of Invasive Species" from the Florida Exotic Pest Plant Council

ATTACHMENT B – PRICING SCHEDULE

TIERRA

April 28, 2026

Lake County
315 W. Main Street
Tavares, Florida 32778

Attn: Terry Scott (jscott@lakecountyfl.gov)

RE: CEI Services for County Road 452 (from County Road 44 to Lake/Marion County Line) Phase 2 Project
FPID: 443511-2-58/68-01
Lake County, Florida
RSQ 21-0920
Tierra Proposal No. 51-21-164

The following is our Scope of Services and estimated costs associated with the CEI Services for County Road 452 (from County Road 44 to Lake/Marion County Line) Phase 2 Project.

The Scope of Services has been developed in accordance with Attachment A within RSQ 21-0920 and discussions with the county personnel. The following Scope of Services will be proved by Tierra, Inc.;

Tierra, Inc. will administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. Tierra, Inc., in conjunction with the COUNTY shall observe the Contractor's work to determine the progress and quality of Work, identify discrepancies, report significant discrepancies to the COUNTY, and direct the Contractor to correct such observed discrepancies.

On-site Inspection: Tierra, Inc. will assist the COUNTY as needed to monitor the Contractor's significant on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. Tierra and The COUNTY shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work. Both will be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with COUNTY's procedures. Tierra, Inc. may assist the COUNTY and employees performing such services shall be qualified in accordance with the Department's procedure.

Sampling and Testing: Tierra, Inc. shall perform verification sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide and/or the COUNTY specifications shall be met. While onsite Tierra, Inc. shall provide daily surveillance of the Contractor's Quality Control

activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification. Tierra, Inc. shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, FDOT label, FDOT stamp, etc. Sampling, testing and laboratory methods shall be as required by the COUNTY's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract. Documentation reports on sampling and testing performed by Tierra, Inc. shall be submitted to responsible parties during the same week that the construction work is done, Tierra, Inc. will furnish all acceptance testing information and data to the COUNTY in an acceptable format.

Engineering Services: Engineering services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions of the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. Tierra, Inc. shall perform; but, not be limited to the following services:

Schedule, prepare the agenda, attend, and conduct the project pre-construction meeting with the COUNTY, Contractor, sub-Contractors, utility personnel and other agencies affected by the project during construction. Tierra will record significant information revealed and discussed at the meeting and distribute written minutes to the attendees and appropriate agencies.

Coordinate the relocation efforts with all utilities located in the project area.

Schedule, prepare the agenda, attend, and conduct bi-weekly progress meetings with the COUNTY, Contractor, sub-Contractors, utility personnel and other agencies affected by the project during construction. Tierra will record significant information revealed and discussed at the meeting and distribute written minutes to the attendees and appropriate agencies.

Assemble and maintain project binders to be used in conjunction with COUNTY maintained Daily Reports for review during FDOT monthly QAR’s.

Make site visits to answer field questions or to make necessary field adjustments.

Review and sign off on the as-built plans at project completion.

Provide close out documents to satisfy FDOT Local Agency Agreement.

Clear applicable water management permits.

Assist RCCO in EEO Compliance.

Review Shop Drawings as requested.

CEI Services for County Road 452 (from County Road 44 to Lake/Marion County Line) Phase 2 Project
Lake County, Florida
FPID: 443511-2-58/68-01
RSQ 21-0920
Tierra Proposal No. 51-21-164

Contract Compliance:

Document, monitor and administer EEO requirements including EEO policy and plan; EEO Officer Notice; Supervisory Meetings; Company-wide EEO Report; Non-Discrimination; Job Site Bulletin Board.

Document, monitor and administer contractors Disadvantaged Business Enterprise Commitment requirements.

Document, monitor and administer On-The-Job Training (OJT).

Document, monitor and administer (1) Davis-Bacon Act, (2) Copeland Act, and (3) Contract Work Hours and Safety Act.

If requested, provide GAP entries.

FEE:

The estimated fee for these services is **$478,661.42.** The following is our proposed rate schedule and man hour estimate.

Should you have any questions or request any additional information, please do not hesitate to contact the undersigned.

Respectfully submitted,
TIERRA, INC.

Jeffrey Begovich, P.E.
Vice President

CEI Services for County Road 452 (from County Road 44 to Lake/Marion County Line) Phase 2 Project
Lake County, Florida
FPID: 443511-2-58/68-01
RSQ 21-0920
Tierra Proposal No. 51-21-164
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	2026									
	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Senior Engineer	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Project Administrator	0.4	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
CEI Inspector	0.0	1.0	1.0	1.2	1.2	1.2	1.3	1.0	1.0	0.2
RCS/CCS	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
CEI Insp. Asphalt Rdwy/Plant							0.5	0.5	0.5	
Secretarial/Admin	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2

	Tot MM	Tot MH	Rate	Total Labor
Senior Engineer	1.9	313.5	$ 263.43	$ 82,585.31
Project Administrator	4.9	808.5	$ 222.60	$ 179,972.10
CEI Inspector	9.1	1501.5	$ 89.71	$ 134,699.57
RCS/CCS	1	165	$ 104.74	$ 17,282.10
CEI Insp. Asphalt Rdwy/Plant	1.5	247.5	$ 92.70	$ 22,943.25
Secretarial/Admin	2	330	$ 73.27	$ 24,179.10
Laboratory Testing Services	Per unit rates in Lake County Contract 22-931E			$ 17,000.00
			Total =	$ 478,661.42

Estimated Start Date:	Mar-26
Pre Construction:	30
Estimated Duration (Days):	240
Estimated Completion (Days):	30
Total Project Days:	300

Scope of Work
RESIDENT COMPLIANCE SERVICES (RCS) SERVICES

The Consultant shall provide the necessary and qualified personnel in order to effectively and efficiently monitor the projects as defined in this scope for compliance with Required Contract Provisions Federal-Aid Contracts (FHWA 1273). These services should be performed in accordance with the program established by Florida Department of Transportation (FDOT) District Three Construction Office for purposes of Local Agency Program (LAP) projects and as outlined in the FDOT Construction Contract Compliance Manual. Those monitoring services shall include, but not be limited to, as applicable to the project requirements:

a. Attend the pre-construction meeting and communicate all EEO requirements. Conduct DBE meeting, to communicate DBE contracting opportunities.

b. Monitor project bulletin board throughout the project period for proper installation and required documents, posters, forms and other information.

c. Monitor and enforce compliance for all 4 elements of the FDOT program, including the following, as applicable:
    i. Equal Employment Opportunity (EEO)
    ii. Payrolls/Wages – Davis Bacon Act
    iii. Disadvantaged Business Enterprises (DBE)
    iv. On-the-Job Training (OJT) – not required

d. Collect all required document submittals within the required timelines and maintain in an organized filing system.

e. Analyze and evaluate all compliance submittals for accuracy and compliance and take to take appropriate actions when necessary, including issuance of non-compliance notices, payroll violations or any other communications deemed necessary to achieve compliance on the project.

f. Coordinate and respond to FDOT requests for compliance project data, including project audits.

g. Monitor EEO (Company and Project) requirements for both the prime contractor and subcontractor whose contracts exceed $10,000.

h. Receive and check weekly payroll submittals for both the prime contractor and subcontractor for compliance with the Davis Bacon Act and other applicable Federal regulations.

i. Communicate as necessary to the prime contractor any issues of non-compliance for resolution. Communicate with FDOT any instances of non-compliance (including payroll violations) as deemed necessary.

j. Monitor the contractor's utilization of certified Disadvantaged Business Enterprise (DBE) and reporting in FDOT's Equal Opportunity Compliance (EOC) system for DBE commitments and actual payments made to certified DBE's.

k. Conduct Commercially Useful Function (CUF) inspections of DBE contractors on-site in accordance with FDOT reporting frequencies.

l. Monitor and ensure compliance with On-The-Job Training (OJT) requirements in accordance with FDOT's training program, if applicable to project.

m. Coordinate with CEI inspection staff to ensure monthly labor interviews are conducted with the prime contractor and sub-contractors to ensure compliance with monthly minimum number of labor interviews required. Conduct labor interviews as necessary. Review labor interviews for compliance with EEO and payroll requirements.

n. Review subcontracts in accordance with FDOT 20% requirement to ensure inclusion of FHWA 1273 in contract language and documents.

RAW HOURLY RATE FORM

Lake County

CEI Services for CR 452 (from CR 44 to Lake/Marion line)

TIERRA

591 Susan B. Britt Court • Winter Garden, FL 34787

Phone (407) 877-1354 • Fax (407) 654-7347

Florida Certification No. 6486

Labor Category	Raw Hourly Rate	Multiplier	Billing Rate
CEI Senior Project Engineer	$ 82.84	3.18	$263.43
CEI Project Administrator	$ 70.00	3.18	$222.60
CEI Inspector	$ 28.21	3.18	$89.71
CTQP Asphalt Plant/Roadway Inspector	$ 29.15	3.18	$92.70
Secretry Admin	$ 23.04	3.18	$73.27

Billing rates in the above tables are "loaded" hourly rates and include all overhead, costs, benefits per hourly unit rate.

Direct expenses which may incur in the completion of work tasks, including printing, binding, courier services, etc., and as approved in any individual Task Authorization, shall be reimbursed at actual cost.

Overhead:	170.72%
FCCM:	2.553%
Direct Expense:	13.53%
Percent Profit:	11.0%
Multiplier:	3.18%

I certify that the above information is current and accurate as of this date.

Jeffrey Begovich, P.E. - Vice President

Print Name

Jeff H Begovich

Digitally signed by Jeff H Begovich
DN: CN=Jeff H Begovich, dnQualifier=A01410D0000019493416A130003EA80, O=TIERRA, C=US
Date: 2026.04.29 09:19:17-04'00'

Signature

Tuesday, April 28, 2026

Date

RAW HOURLY RATE FORM

Lake County

CEI Services for CR 452 (from CR 44 to Lake/Marion line)

MTN Resources

308 N Orange Street • New Smyrna Beach, FL 32168
Phone (407) 616-6890

Labor Category	Raw Hourly Rate	Multiplier	Billing Rate
CEI Resident Compliance Specialist	$ 36.75	2.85	$104.74

Billing rates in the above tables are “loaded” hourly rates and include all overhead, costs, benefits per hourly unit rate.

Direct expenses which may incur in the completion of work tasks, including printing, binding, courier services, etc., and as approved in any individual Task Authorization, shall be reimbursed at actual cost.

Overhead:	153.21%
FCCM:	1.113%
Direct Expense:	0.82%
Percent Profit:	12.0%
Multiplier:	2.85%

I certify that the above information is current and accurate as of this date.

Marla Nance, CPA

Print Name

Marla J. Nance

Signature

Tuesday, April 28, 2026

Date

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 16, 2025

Henri Jean, President
TIERRA, INC.
7351 Temple Terrace Highway
Tampa, FL 33637

Dear Mr. Jean:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

9.1 - Soil Exploration
9.2 - Geotechnical Classification Lab Testing
9.3 - Highway Materials Testing
9.4.1 - Standard Foundation Studies
9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
9.5 - Geotechnical Specialty Lab Testing

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
170.72%	152.59%	2.553%	Reimbursed	13.53%	3.90%	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at FDOT.PSPrequalification@dot.state.fl.us.

Sincerely,

Philip Pitts
Professional Services Qualification Administrator
PP/YG

Marla Nance

From: Cook, Jonathan <Jon.Cook@dot.state.fl.us>
Sent: Friday, April 4, 2025 12:48 PM
To: Marla Nance
Cc: Castaneda, Marie; Kell, Carliayn; Sittig, Jill; Schmetzer, Cindy
Subject: MTN Resources, LLC - approval memo for FYE 12/31/24

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

This Office has completed a review of the audit report information submitted by MTN Resources, LLC for the period ending December 31, 2024. The rates we have accepted are listed below. This approval allows the Consultant to pursue contracts in excess of the $500,000 threshold. ***This Firm is not a Professional Services Firm as defined by Rule Chapter 14-75.***

REVIEW OF AUDIT REPORT

CONSULTANT NAME	MTN Resources, LLC	F/Y Ended	12/31/24	Rate Expiration Date	7 1 26
CPA'S NAME	Chinye & Company, CPA, PA	DATE of RECEIPT	4/4/25	AUDIT DATE	3/19/25

REPORT STATUS

ACCEPTED	REJECTED	OT PREMIUM	Reimb. Actual Expenses
X		Reimbursed (Excl or Reimb)	NO

COST BASED RATES

OVERHEAD Home	OVERHEAD Field	DIRECT EXPENSE Home	DIRECT EXPENSE * Field	FCCM	Published Fee Schedule
	153.21%		0.82%	1.113%	NO

* Includes No Rent or Utilities

***** This firm can only be used to perform non-professional services. If your services fall into one of FDOT's standard work types for professional services as defined in Rule 14-75, F.A.C., you must be pre-qualified as a professional services firm. Please reach out to the State Professional Services Engineer or State Procurement Manager for additional questions.***

Jon Cook
Procurement Office
Florida Department of Transportation
(850) 414-4369
Jon.Cook@dot.state.fl.us

Please note that Florida has a broad public records law and that all correspondence, including e-mail, may be subject to disclosure. However, Indirect Cost Rate information is protected by Title 23 U.S. Code 112.

Are you doing your part for Florida? Report FRAUD... 1-800-255-8099! With your help, we all benefit.

ATTACHMENT C – CERTIFICATIONS

ATTACHMENT 4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Tierra, Inc.
Name of Consultant

By: _____

5/28/21
Date

ATTACHMENT 5

ACKNOWLEDGEMENT OF ADDENDA

RSQ 21-0920

CONSTRUCTION, ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE CR 452 SAFETY IMPROVEMENTS PROJECT

INSTRUCTIONS: Complete Part I or Part II, whichever applies and company name and date.

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this RSQ:

Addendum #1, Dated: 5/7/21

Addendum #2, Dated: 5/19/21

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this RSQ.

COMPANY NAME: Tierra, Inc. DATE: 5/28/21

Note: Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

ATTACHMENT 6 FIRM

PROFILE FORM

1. Firm Name and Primary Corporate Address Tierra, Inc. 591 Susan B Britt Court Winter Garden, FL 34787	1a. Licensed to do business in the State of Florida _X_ Yes_____No 1b. Registered to do business in the State of Florida _X_ Yes_____No
	1c. Name, Title, Email, & Telephone Number of Principal to Contact Jeffrey Begovich, P.E. 407-877-1354
1d. Firm is____National____Regional_X_Local FEIN # 59-3154723	1e. Firm is a Certified Minority Business Enterprise ____ Yes_X_No

2. Please list the number of people by discipline that your firm will commit to the County's project.

Mr. Jeffrey Begovich, P.E. – Contract Manager/Project Manager : As needed up to 10-20 hour/per week
Mr. Robert Rudd, P.E. – Project Engineer/Project Administrator : As needed up to 20-30 hours/per week
Julia Eraso – EEO Compliance : As needed up to 20-30 hours/per week
Mike Garten – Senior Inspector : As needed up to 40-50 hours/per week
Marc Ciolino – Senior Inspector : As needed up to 40-50 hours/per week
Support Staff, Asphalt Inspector, Signal Inspector : As Needed
Jackie Cyr – Administrative : As needed up to 5-10 hours/per week

ATTACHMENT 7 TEAM
TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge	Jeffrey Begovich, P.E. Groveland, Florida (Lake County)	P.E. 51869 CGC 057089
Project Manager	Jeffrey Begovich, P.E. Groveland, Florida (Lake County)	P.E. 51869 CGC 057089
Project Engineer	Robert Rudd, P.E. Altamonte Springs, Florida	P.E. 51496 CGC 1511843
Project Construction Administrator	Robert Rudd, P.E. Altamonte Springs, Florida	P.E. 51496 CGC 1511843
List other Key Members: Secretarial/Administrative Services	Jackie Cyr Orlando, Florida	
Senior Inspector	Mike Garten Paisley, Florida (Lake County)	
Senior Inspector	Marc Ciolino Clermont, Florida (Lake County)	

Sub Consultants:

Role (i.e. Civil Engineering, Environmental, Landscape Architectural…)	Company Name & Address of Office Handling this Project	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)
N/A					

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? _____yes _x_____ no

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

ATTACHMENT 8

SIMILAR PROJECTS

Project Name & Location		Project Owners Name & Address
CR 450 Paved Shoulders from Marion County Line to Lake Yale Road Lake County, Florida Project Manager: Terry Scott		Lake County Public Works 437 Ardice Avenue Eustis, FL 32726 Lori Koontz – Former Lake County Road Operations Manager
Completion Date April 2014		
Estimated Cost (In Thousands)		Project Owner's Contact Person, Title, & Telephone Number
Entire Project $ 2,528,566.18	Work for which firm was/is responsible $ 151,648.00	Terry Scott – Construction Inspection Supervisor 352-516-4368 jscott@lakecountyfl.gov

Scope of Entire Project

The project consisted of widening the existing 3.907 mile 2-lane approximately 22' wide roadway resulting in 2-12' travel lanes and 4' shoulders form the Marion County line to Lake Yale Road. Minor drainage and drainage repair was included along with guardrail safety enhancements. The existing pavement exhibited longitudinal cracking where petromat was installed to minimize the reflective cracking.

Nature of Firm's Responsibility in Project

Performed CEI inspection services for FDOT LAP project, (FDOT FIN: 427480-1-58-01) Duties included materials testing and inspection, contract administration and materials acceptance in accordance with the FDOT LAP manual and CPAM. The project was inspected and tested in accordance with applicable FDOT Standard Specifications and Lake County Specifications. EEO compliance monitoring and change order negotiations.

Firm's Personnel

Jeff Begovich, P.E. - Contract Administrator/Senior Engineer
Robert Rudd,P.E. - Project Administrator/Resident Engineer
Julia Eraso – Contract Compliance Officer
Mike Garten – Senior Inspector

SIMILAR PROJECTS

Project Name & Location		Project Owners Name & Address
CR 48 Lake County, Florida Project Manager: Terry Scott		Lake County Public Works 437 Ardice Avenue Eustis, FL 32726 Lori Koontz – Former Lake County Road Operations Manager
Completion Date July 2011		
Estimated Cost (In Thousands)		Project Owner's Contact Person, Title, & Telephone Number
Entire Project $ 1,862,414.00	Work for which firm was/is responsible $ 123,000.00	Terry Scott - Construction Inspection Supervisor 352-516-4368 jscott@lakecountyfl.gov

Scope of Entire Project

The project consisted of full depth reconstruction of a 2-lane 22' wide roadway to a 2-lane 24' wide roadway with shoulder included in the full depth reclamation and the inspection of asphalt binder and cement to make a new base material. The base was than overlaid with 2" of Superpave Type SP 12.5 asphaltic concrete.

Nature of Firm's Responsibility in Project

Performed CEI inspection services for FDOT LAP project, (FDOT FIN: 428519-1-58-01) Duties included materials testing and inspection, contract administration and materials acceptance in accordance with the FDOT LAP manual and CPAM. The project was inspected and tested in accordance with applicable FDOT Standard Specifications and Lake County Specifications. Was accountable for all Equal Employment (EEO) requirements, Davis Bacon Act (WAGES) requirements, Disadvantaged Business Enterprise (DBE) compliance by the contractor and subcontractor.

Firm's Personnel

Jeff Begovich, P.E. - Contract Administrator/Senior Engineer
Robert Rudd,P.E. - Project Administrator/Resident Engineer
Mike Garten – Senior Inspector

SIMILAR PROJECTS

Project Name & Location
Snow Hill Road Drainage and Paving Improvement Project
Seminole County, Florida

Project Manager: Stephen Miller, P.E.

Project Owners Name & Address
Seminole County
100 E 1st Street
Sanford, FL 32773

Completion Date
October 2018

Estimated Cost (In Thousands)

Entire Project	Work for which firm was/is responsible
$ 3,142,431.00	$ 295,348.00

Project Owner's Contact Person, Title, & Telephone Number
Stephen Miller, P.E. – Construction Project Manager
407-665-5654
smiller02@seminolecountyfl.gov

Scope of Entire Project
The project consisted of the following: Milling and resurfacing of 6.09 miles of Snow Hill Rd from 1,200 feet north of CR 419 to about 200 feet south of CR 426; construction of eight foot shoulders (5 ft paved and 3 ft grassed) along the rural section of Snow Hill Rd from Avenue H to CR 426 (5.13 miles); retire existing box culvert and replace with two 42 inch RCP's; install and replace drainage pipes and structures; construct concrete driveways and sidewalks; sod; clearing and grubbing; regular excavation and embankment; and installation of signs and pavement markings.

Nature of Firm's Responsibility in Project
Performed CEI inspection services for Seminole County Roadway Improvements project. Duties included materials testing and inspection, contract administration and materials acceptance in accordance with Seminole County Specifications and Standards, FDOT Specifications, Design Standards and CPAM. The project was inspected and tested in accordance with applicable Seminole County and FDOT Standard Specifications.

Firm's Personnel
Jeff Begovich, P.E. - Senior Engineer
Robert Rudd, P.E. – Contract Administrator
Marc Ciolino – Lead Inspector

SIMILAR PROJECT

Project Name & Location Citrus Groves Road Phase III Lake County, Florida Project Manager: Terry Scott	Project Owners Name & Address Lake County Public Works 437 Ardice Avenue Eustis, FL 32726
Completion Date (Actual or Estimated) April 2021	

Estimated Cost (In Thousands)		Project Owner's Contact Person, Title, & Telephone Number
Entire Project $ 6,639,603.73	Work for which firm was/is responsible $ 415,220.00	Terry Scott – Construction Inspection Supervisor 352-516-4368 jscott@lakecountyfl.gov

Scope of Entire Project

The Citrus Grove Road Phase III project was located in Minneola and consisted of the construction of a new 4-lane highway from US 27 extending east and connection to existing Citrus Grove Road. The total length of roadway construction was at 0.82 miles. Other work associated with this project included: the construction of a traffic signal at the intersection of Citrus Grove Road and US 27, the work included around 40,000 CY of Excavation and 137,000 CY of Embankment, curb and gutter, storm structure installation, storm retention pond construction, milling and resurfacing, construction of 0.7 miles of a parallel 12' width Multi-Use Trail, thermoplastic striping, roadway signage, sodding, landscaping and other miscellaneous incidental construction. Utility relocation coordination and MOT were major components of the construction. The project was partly funded through an Economic Development Agreement (EDTF) (FPN #435541-2-54-01) with the Florida Department of Transportation. The project was completed on time and within budget. The project has reached final completed at this time and project documents closeout is underway.

Nature of Firm's Responsibility in Project

Performed CEI inspection services for an Economic Development Agreement (EDTF) (FPN #435541-2-54-01) with the Florida Department of Transportation. Duties include verification materials testing and inspection, utility coordination, contract administration and materials acceptance in accordance with Lake County Requirements and FDOT CPAM. The project was inspected and tested in accordance with applicable Lake County and FDOT Standard Specifications.

Firm's Personnel That Worked on the Stated Project

Jeff Begovich, P.E. - Senior Engineer
Robert Rudd, P.E. - Contract Administrator
Marc Ciolino – Lead Inspector

SIMILAR PROJECT

<table>
<tr><td colspan="2">Project Name & Location
CR-466A Phase I
From Sunny Court to US 27/441

Project Manager: Terry Scott</td><td rowspan="2">Project Owners Name & Address

Lake County Florida
323 North Sinclair Avenue
Tavares, FL 32778

Lori Koontz – Former Lake County Road Operations Manager</td></tr>
<tr><td colspan="2">Completion Date
July 2017</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, & Telephone Number
Terry Scott – Construction Inspection Supervisor
352-516-4368
jscott@lakecountyfl.gov</td></tr>
<tr><td>Entire Project

$3,244,631.00</td><td>Work for which firm was/is responsible

$219,480.00</td></tr>
<tr><td colspan="3">Scope of Entire Project
Tierra provided CEI services and post-design engineering services for the construction of the CR-466A Phase I (FPN 430253-2-58-01) from Sunny Court to US-27/441 Project. This project involved the widening of CR-466A from Sunny Court to US-27/441 from the existing rural two-lane roadway to an urban four-lane roadway. The project included the widening of the roadway to provide two 11-ft through lanes in each direction with bike lanes adjacent to the outside lanes. Drainage improvements included the construction of two ponds, piping, curb inlets, and outfalls for the ponds. All crosswalks, sidewalks, and ramps adhered to ADA standards. Additional improvements included the signing and pavement markings for the reconstructed corridor. Existing signals and poles were removed at the intersection of CR-466A and CR-25A and a new traffic signal was installed at the intersection of CR-466A and US-27/441.

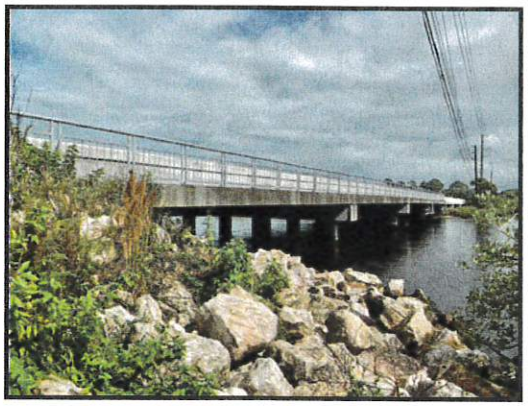
 </td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project
Tierra performed CEI inspection, verification testing and administration services for the project. The project was funded through a JPA agreement with the FDOT.</td></tr>
<tr><td colspan="3">Firm's Personnel
Jeff Begovich, P.E. - Senior Engineer
Robert Rudd, P.E. - Contract Administrator
Marc Ciolino – Lead Inspector
Chris Anderson - Inspector
Jackie Cyr – Administrative Assistant</td></tr>
</table>

SIMILAR PROJECT

Project Name & Location		Project Owners Name & Address
Turnbull Bay Bridge Volusia County, Florida Project Manager: Wayne Jackson		Volusia County 123 W Indiana Avenue, Suite 302 DeLand, FL 32720
Completion Date (Estimated) August 2019		
Estimated Cost (In Thousands)		Project Owner's Contact Person, Title, & Telephone Number Wayne Jackson – Project Manager 386-561-8655 wjackson@volusia.org
Entire Project $ 8,176,747.00	Work for which firm was/is responsible $ 525,686.00	

Scope of Entire Project

The project consisted of replacing the existing 220 LF 2-lane bridge with a 52' wide 2-lane, 660 LF 13' pier bridge with protected pedestrian walkways on either side. The project was a cast in-place concrete bridge founded on 24" precast prestressed concrete piles. Roadway reconstruction and modifications were performed on both sides of the bridge totaling approximately 900 LF including drainage and utility work.



Nature of Firm's Responsibility in Project

Tierra performed CEI inspection services for the FDOT D5 LAP project (FDOT FPN: 430040-1-58-01). Duties including: PDA testing; foundation certifications; verification materials testing and inspections; contract compliance and administration; MAC PA material acceptance; EEO and Davis Bacon monitoring; environmental and permit compliance monitoring; vibration monitoring; daily construction inspection reports; verify and document pay items quantities; review, evaluate and approve monthly pay estimates; conduct and provide minutes for pre-construction conference, progress meetings, utility coordination meetings and special elements / requirements meetings; facilitate and maintain record of shop drawings and materials review and approval; review and approve contractor project As-Built plans and documents; provide final certifications / Closeout Documents to Volusia County and FDOT. Coordinate construction activities with New Smyrna Beach Air Port; All verification materials testing and inspections were provided in accordance with applicable FDOT standard specifications.

Firm's Personnel That Worked on the Stated Project

Jeff Begovich, P.E. - Senior Engineer

Robert Rudd, P.E. – Project Engineer/Contract Administrator

Osvaldo Vargas, P.E. – Senior Project Engineer (PDA)

Michael Garten – Lead Inspector

Marc Ciolino – Lead Inspector

Brian McIntosh – Lead Inspector

SIMILAR PROJECTS

Project Name & Location	Project Owners Name & Address
Lake Shore Drive Bridge Improvements Lake County, Florida Project Manager: Terry Scott	Lake County Public Works 437 Ardice Avenue Eustis, FL 32726 Lori Koontz – Former Lake County Road Operations Manager
Completion Date July 2012	

Estimated Cost (In Thousands)		Project Owner's Contact Person, Title, & Telephone Number
Entire Project	Work for which firm was/is responsible	Terry Scott – Construction Inspection Supervisor 352-516-4368 jscott@lakecountyfl.gov
$ 3,162,043.18	$ 321,000.00	

Scope of Entire Project

The project consisted of the replacement of the existing 2-lane 5 span bridge with a new 2-lane simple span bridge over water. The bridge dimensions are 120' in length and 52± FT wide with a total deck area of approximately 700 SY. The bridge is founded on 16 24" precast prestressed piles with reinforced cast inplace abutments and prefabricated MSE walls. The superstructure consisted of 8 AASHTO Type V beams, 8.0" reinforced concrete decks, 280 LF of cast inplace reinforced concrete traffic railing barrier and 160 LF of cast inplace reinforced concrete pedestrian/bicycle barrier wall. Included within the bridge construction is approximately 1,200 LF of roadway reconstruction, milling and resurfacing and associated drainage construction.

Nature of Firm's Responsibility in Project

Tierra Performed CEI inspection services for FDOT LAP project, (FDOT FIN: 428436-1-58-01). Duties including: Contract Administration, Compliance and Materials Acceptance in accordance with applicable FDOT standard specifications and Lake County Contract Requirement; provided required services for Equal Employment (EEO) requirements, Davis Bacon Act (WAGES) requirements and Dis-Advantaged Business Enterprise (DBE) compliance by the contractor and subcontractors requirements; provided PDA testing, foundation certifications, provided verification materials testing and inspections; provided environmental and permit compliance including contractor oversite and monitoring; provided vibration monitoring during pile driving and trail construction operations; provided daily construction inspection reports; verified and documented pay items quantities; reviewed, evaluated and approved monthly pay estimates; conducted and provided minutes for pre-construction conference, progress meetings, utility coordination meetings and special elements / requirements meetings; facilitated, reviewed and approved and maintained record of shop drawings; reviewed and approved materials submittals; reviewed and approved contractor project As-Built plans and documents; provided final certifications / Closeout Documents to Lake County and FDOT.

Firm's Personnel

Jeff Begovich, P.E. - Contract Administrator/Senior Engineer
Robert Rudd, P.E. - Project Administrator/Resident Engineer
Julia Eraso – Contract Compliance Officer
Jeremy Sewell, P.E. – Senior Geotechnical Engineer
Mike Garten – Lead Inspector

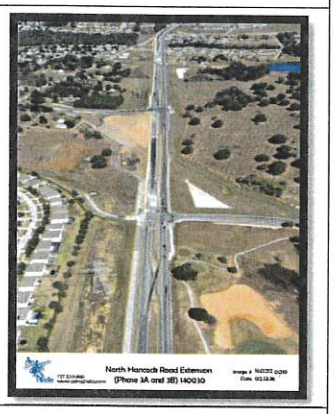
SIMILAR PROJECT

Project Name & Location North Hancock Road Extension Phase IIIA and IIIB Minneola, Florida Project Manager: Terry Scott	Project Owners Name & Address Lake County Public Works 437 Ardice Avenue Eustis, FL 32726 Lori Koontz – Former Lake County Road Operations Manager
Completion Date (Actual or Estimated) May 2016	

Estimated Cost (In Thousands)		Project Owner's Contact Person, Title, & Telephone Number
Entire Project	Work for which firm was/is responsible	Terry Scott – Construction Inspection Supervisor 352-516-4368 jscott@lakecountyfl.gov
$ 8,557,914.00	$ 640,420.00	

Scope of Entire Project

The project extended from CR 50 north (Old 50 East) to north of Gatewood Avenue. The project consisted of: (1) constructing and widening 1.43 miles North Hancock Road to a four-lane urban designed roadway with curb and gutter, bike lanes, sidewalks; (2) constructing 0.43 miles of two lane side street roadway with curb and gutter, and sidewalks; and (3) constructing 1.6 miles of 12' width asphalt multi-use trail. Other Work associated with this project included: storm DRA's, storm pipe and structure installation, utility installation and relocation, guardrail installation, traffic signal installation/relocation, thermoplastic striping, sodding, structural and gravity retaining wall construction and other miscellaneous construction throughout the corridor. Work included City of Minneola Water Utilities construction. Through a TRIP Agreement a portion of the construction was funded by the Florida Department of Transportation.



Nature of Firm's Responsibility in Project

Performed CEI inspection services for FDOT TRIP project, (FDOT FPN: 435515-1-58-01). Duties include verification materials testing and inspection, utility coordination, contract administration and materials acceptance in accordance with Lake County Requirements and FDOT CPAM. The project was inspected and tested in accordance with applicable Lake County and FDOT Standard Specifications.

Firm's Personnel That Worked on the Stated Project

Jeff Begovich, P.E. - Senior Engineer
Robert Rudd, P.E. - Contract Administrator
Marc Ciolino – Lead Inspector
Jackie Cyr – Administrative Assistant
Julia Eraso – Contract Compliance Officer

ATTACHMENT 9

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Jeffrey Begovich, P.E.		5/28/21

ATTACHMENT 10

PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Tierra, Inc.
(print name of public entity)

By Jeffrey Begovich, P.E. - Vice President
(print individual's name and title)

for Tierra, Inc.
(print name of entity submitting sworn statement)

whose business address is 591 Susan B Britt Court, Winter Garden, FL 34787

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3154723

(if the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means aviolation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and Involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Signature:_____

Notary:_____

ATTACHMENT 11

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy ofthe statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitationprogram if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program?

☒ **YES**

☐ **NO**

NAME OF BUSINESS: Tierra, Inc.

ATTACHMENT 12

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Tierra, Inc.

By: Jeffrey Begovich, P.E.

Date: 5/28/21

Title: Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 13

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Tierra, Inc.

By: Jeffrey Begovich, P.E. Date: 5/28/21

Authorized Signature:

Title: Vice President

ATTACHMENT 14

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: Tierra, Inc. 591 Susan B Britt Court Winter Garden, FL 34787 Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Jeffrey Begovich, P.E. Title: Vice President Telephone No.: 407-877-1354 Date (mm/dd/yyyy): 5/28/21
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT 15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES COMMITMENT FORM

375-030-83
PROCUREMENT
02/20

Submit this form as required in the Request for Proposal or alternatively, at the time of Expanded Letter of Response is due:

Contract/Advertisement No.:	0920	**Prime Consultant:**	Tierra, Inc.
Project Description:	CEI for CR 452 Safety Improvements		

Expected percentage of contract fees to be utilized by DBE(s): 0 %. (Combine DBE Prime and DBE subconsultants, if applicable).

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses 0 %. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors' work is as follows:

Prime	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non DBE/ Non Small Business
Tierra, Inc.	10.1	80	☐	☐	☒
	10.3	20			
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non DBE/ Non Small Business
	Choose an item.		☐	☐	☐
	Choose an item.		☐	☐	☐
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES COMMITMENT FORM

375-030-83
PROCUREMENT
02/20

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non DBE/ Non Small Business
	Choose an item.		☐	☐	☐
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Total percent for Prime and Subs committed:
(Note to Consultants: should be 100% when submitted to FDOT) 100

Total percent for Prime and Subs remaining to be committed:
(Note to Consultants: should be 0% when submitted to FDOT) 0

The percentage column must total 100% for Prime and all subs.

Please note, the number one ranked firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award and any future contract amendments or task work orders (if applicable).

DBE status for all firms can be verified by using the **DBE Directory**:
https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx

Small Business status for **Non-Professional Services firms** can be found here:
https://fdotewp1.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.sbusfrm.scl

Small Business status for **Professional Services firms** is located here:
https://www.fdot.gov/procurement/InternetReports.shtm#qual

By: Jeffrey Begovich, P.E. Title: Vice President Date: 5/28/21

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
11/25

Effective July 1, 2024, pursuant to §787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	Tierra, Inc.
Address:	591 Susan B. Britt Court, Winter Garden, FL 34787
Phone Number:	407-877-1354
Authorized Representative's Name:	Jeffrey Begovich, P.E.
Authorized Representative's Title:	Vice President
Email Address:	jbegovich@tierraeng.com

AFFIDAVIT

I, *Jeffrey Begovich, P.E.*, as authorized representative attest that *Tierra, Inc.* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative) 4/28/26 Date

STATE Florida
COUNTY OF Orane
Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 28 day of April, 2026 (year), by Jeffrey Begovich, P.E.

Notary Public
10/1/28
Commission Expires
Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced

NOTARY PUBLIC STATE OF FLORIDA
JACLYN CYR
MY COMMISSION # HH 534350
EXPIRES: October 1, 2028

ATTACHMENT D – LOCAL AGENCY PROGRAM FEDERAL-AID TERMS

ATTACHMENT D

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> “The subconsultant, 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 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.”

Pursuant to 49 CFR26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parities within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.

P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

T. The Consultant shall 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 the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract 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 any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, 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. (b) 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 Federal 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 Consultant shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”. (2) 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 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. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Submission of this statement is a perquisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10, 000 and not more than $100,000 for each such failure.

X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Budget Adjustment

Agenda Item #: **42989**

Line	Org	Object	Project	Account Description	Increase	Decrease
1	5056680	860670		INFRASTRUCTURE		$67,606
2	5056680	860674	50052	INFRAST-CONSTRUCTION CR452 CR44 TO LK/MARION CTY LINE	$67,606	
					67,606.00	**67,606.00**

Description:

BUDGET TRANSFER TO REALLOCATE FUNDS FROM INFRASTRUCTURE TO INFRASTRUCTURE-CONSTRUCTION CR452 CR44 TO LK/MARION CTY LINE.

Budget Adjustment

Agenda Item #: **42989**

Line	Org	Object	Project	Account Description	Increase	Decrease
1	5056698	860670		INFRASTRUCTURE		$67,606
2	5056698	860674	50052	INFRAST-CONSTRUCTION CR452 CR44 TO LK/MARION CTY LINE	$67,606	
					67,606.00	**67,606.00**

Description:

BUDGET TRANSFER TO REALLOCATE FUNDS FROM INFRASTRUCTURE TO INFRASTRUCTURE-CONSTRUCTION CR452 CR44 TO LK/MARION CTY LINE.

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

DATE: 06/05/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 43008
Jeffrey Earhart, Engineering & Operations Director - Central District
BY: Melanie Pompos, Procurement Agent II
SUBJECT: Engineering and Design Services for CR-44 from US-441 to SR-19 Safety Improvements

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 24-934 with Halff Associates, Inc. (Richardson, TX, serviced through Tavares Office) for Engineering & Design Services for CR44 from US441 to SR19 Safety Improvement; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The fiscal impact is $764,718.44 (expenditure) — $652,000 (revenue/expenditure - grant funded) and $112,718.44 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

BACKGROUND SUMMARY: Lake County, in cooperation with the Florida Department of Transportation (FDOT), conducted a traffic safety evaluation on County Road (CR) 44 in 2023 due to a significant number of crashes along the corridor. The study recommended the design of safety improvements along CR 44 for approximately 10.86 miles.

Procurement Services, in coordination with the Public Works Department, issued Request for Statement of Qualifications (RSQ) 24-934 to provide engineering and design services for safety improvements along CR 44 from US 441 to State Road (SR)19. The design will include 8-foot shoulders (4-foot minimum paved) along both sides of certain segments of the roadway. Additional improvements shall consist of Rectangular Rapid Flashing Beacons (RRFB’s) and lighting at marked pedestrian crosswalks at Egret Lane/Rotary Drive and Turquoise Way, speed feedback sign at Sparrow Lane, turn lanes at Gator Bay Bar and Grill driveway, Camellia Drive and at Dura-Stress east driveway.

Six (6) responses were received as shown on the attached respondent list. The proposals were evaluated in accordance with the County's formal Selection Committee (SC) process for the Competitive Consultant's Negotiations Act (CCNA). The SC

reviewed the responses as noted in the attached SC meeting notes and recommended entering into negotiations with Halff Associates, Inc., the highest-ranking response as outlined in the RSQ. Negotiations resulted in pricing considered fair and reasonable in comparison to rates negotiated under similar contracts, resulting in a formal award recommendation to Halff Associates, Inc.

On January 21, 2025, the Board of County Commissioners (Board) approved a Local Agency Program (LAP) agreement to obtain funding in the amount of $724,595 — $652,000 (revenue/expenditure - grant funded) and $72,595 (expenditure - County match).

The fee for Engineering and Design Services for County Road 44 (from US-441 to SR-19 is $764,718.44 (expenditure).

Fiscal Impact: $764,718.44 (expenditure) — $652,000 (revenue/expenditure - grant funded) and $112,718.44 (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Federal/State Grants	1300	5056150	331430	50080	-$652,000
Federal/State Grants	1300	5056150	860631	50080	$652,000
2nd Renewal Sales Tax	3050	5056550	860670		$112,718.44

Advertised Date: June 6, 2024 Paper: LEE Daily Commercial

Attachments:

1.	Agenda 34335
2.	EXECUTED 453449-1-38-01 (G3E87) LAP - CR44 left turn lanes
3.	NTP 5.28.26 (signed)
4.	Respondent Listing 24-934
5.	24-934 SC Technical Meeting 10.21.2024
6.	24-934 SC Presentations Meeting Minutes 12.11.2024
7.	24-934 - PE (Design) 453449-1-38-01_partial signed

STAFF APPROVALS AND DATES:

Melanie Pompos	Created/Initiated - 06/05/2026
Ron Falanga	Approved - 06/05/2026
Jeffrey Earhart	Approved - 06/05/2026
David Hill	Approved - 06/08/2026
Kerri Andrews	Approved - 06/09/2026
Roberto Bonilla	Approved - 06/09/2026
Rachel Bartolowits	Approved - 06/15/2026
Kandace Pourbaix	Approved - 06/15/2026
Miranda Lanoue	Approved - 06/16/2026
Jaime Stewart	Approved - 06/16/2026
Melanie Marsh	Approved - 06/17/2026

Jennifer Barker	Approved - 06/17/2026
Marisol Saldana	Final Approval - 06/17/2026

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: 12/10/2024
MEETING DATE: 1/21/2025
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 34335
Fred Schneider, Assistant County Manager
BY: Sandy Beckett, Office Manager
SUBJECT: Local Agency Program Agreement (LAP) and supporting Resolution between Lake County and the Florida Department of Transportation (FDOT) for the design of safety improvements on County Road 44.

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval:
1. Of a Local Agency Program (LAP) agreement;
2. To adopt a supporting resolution with the Florida Department of Transportation (FDOT) for design services for traffic safety improvements on County Road 44 from US 441 to State Road 19; and
3. To adopt an Unanticipated Revenue Resolution (URR) to accept and appropriate $652,000 for the Local Agency Program agreement with the Florida Department of Transportation.

The fiscal impact is $724,595 - $652,000 (revenue/expenditure – grant funded) and $72,595 (expenditure - county match). Commission Districts 3,4, and 5.

BACKGROUND SUMMARY: Lake County and the Florida Department of Transportation conducted a traffic safety evaluation on County Road (CR) 44 in 2023 due to a significant number of crashes along the corridor.

The study recommends the design of safety improvements along CR 44 for approximately 10.86 miles. Improvements include four-foot paved shoulders along sections of the roadway and turn lanes at Gator Bay Bar and Grill driveway, Camellia Drive, and Dura-Stress east driveway. Additional improvements include a radar speed feedback sign east of Sparrow Lane, and Rectangular Rapid Flashing Beacons and lighting at crosswalks located at Egret Lane/Rotary Drive and at Turquoise Way.

Fiscal Impact: $724,595 - $652,000 (revenue/expenditure – grant funded) and $72,595 (expenditure - county match).
Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount

Federal/State Grants	1300	5056150	331430	50080	-$652,000
Federal/State Grants	1300	5056150	860631	50080	$652,000
Sales Tax	3050	5056550	860670		$72,595

Advertised Date: Paper:

Attachments:

1.	County Signature_453449-1-38-01 (FY25) LAP - CR44 left turn_2025
2.	CR 44_LAP Resolution_Final_2025
3.	URR for CR 44 safety project
4.	CR 44 Location Map
5.	Vicinity Map

STAFF APPROVALS AND DATES:

Sandy Beckett	Created/Initiated - 12/10/2024
George Gadiel	Approved - 12/10/2024
Kerri Andrews	Approved - 12/18/2024
Miranda Lanoue	Approved - 12/19/2024
Jeffrey Earhart	Approved - 12/19/2024
Sandy Beckett	Approved - 12/19/2024
Fred Schneider	Approved - 12/19/2024
Ron Falanga	Approved - 12/19/2024
Kandace Pourbaix	Approved - 12/19/2024
Allison Teslia	Approved - 1/6/2025
Melanie Marsh	Approved - 1/11/2025
Jennifer Barker	Approved - 1/13/2025
Misty Spahn	Final Approval - 1/14/2025

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Docusign Envelope ID: 5E8AEED0-778F-46FC-ADC8-5CB32B158DE9

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 453449-1-38-01	FPN:	FPN:
Federal No (FAIN): D524 085 B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACSS, LF	Fund:	Fund:
Org Code: 55053010541	Org Code:	Org Code:
FLAIR Approp: 088849	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No: 11 Contract No: G3E87

Recipient Vendor No: F596000695001 Recipient Unique Entity ID (UEI) No: NNPSKT8GRCU1

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 06/27/2025 | 6:46 AM EDT, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Lake County ("Recipient").

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the County Road 44 (from US 441 to State Road 19) left turn lanes project , as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before May 31, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 724,595.00 (Seven Hundred Twenty-Four Thousand Five Hundred Ninety-Five Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $652,000.00 (Six Hundred Fifty-Two Thousand Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

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

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

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

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

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

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

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

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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

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

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part

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thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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

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

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

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

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

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

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9. Termination or Suspension of Project:

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

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

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

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

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

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

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

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

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☒ N/A

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maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

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j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C"**, **"D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☒ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: N/A.

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A.

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

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

RECIPIENT LAKE COUNTY

By: See attached signature page.
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by:
1293143AFB9B1487...
Name: James S. Stroz Jr., P.E.
Title: Director of Transportation Development

Legal Review:

DocuSigned by:
Chris Indelicato
4EF2CB4593A64A7...

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Local Agency Program Agreement – County Road 44 (from US 441 to State Road 19) Project FPN 453449-1-38-01

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman
This 21st day of January, 2025.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Approved as to form and legality:

1/21/25
Melanie Marsh, County Attorney

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 453449-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Lake County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The County Road 44 (from US 441 to State Road 19) left turn lanes project is with Lake County (Recipient). This is a safety project to add safety measures, including turn lanes, along the corridor to reduce the frequency and or severity of lane departure crashes. The total length of the project is approximately 10.86 miles.

The proposed improvements will be the design of turn lanes which will help alleviate rear-end crashes. These improvements will include full-deep roadway pavement widening, shoulder pavement widening, and pavement milling. These turn lane locations include:
• Gator Bay Bar and Grill Driveway (the westbound left-turn lane)
• Camellia Drive (this will include center two-way left-turn lane)
• Dura Stress east driveway (the eastbound left-turn lane)

Also, the design of four-foot paved shoulders that includes shoulder pavement widening and sod placement. These locations will include:
• South of Leesburg Mobile City Road to south of State Road 44. (Leg A/Shady Acres Road)
• West of Arbour Lake Drive to east of Radio Road
• West of North Silver Lake Road to Silver Lake Pointe development
• Silver Lake Pointe development to west of Radio Road.

Other improvements included in the design will be a speed feedback sign with the existing 45-miles per hour (mph) speed limit sign east of Sparrow Lane. The design of Rectangular Rapid Flashing Beacons (RRFB's) and lighting at the marked crosswalks located at Egret Lane / Rotary Drive and Turquoise Way.

Design is to follow the Lane Departure Safety Study for County Road 44, from US 441 to State Road 19 completed in September 2023.

All pedestrian facilities and amenities shall adhere to the current Americans with Disabilities Act (ADA) standards. The design services shall include survey (including topographic, above and below ground utilities), permitting, utility coordination, and lighting analysis. Right-of-way acquisition is not anticipated. Lake County (Recipient) shall design the project within the limits of the right-of-way or easements.

Lake County (Recipient) shall be responsible for the preparation and submittal of a technical memorandum providing the

supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) Checklist. Lake County (Recipient) shall not be responsible for filling out the actual form. The Department will prepare the checklist using the supplied information. All Principal Investigators for the archaeological, historical, and architectural sections of the Type 1 CE shall meet the minimum requirements stated in the Florida Administrative Code (Chapter 1A-46) and the Code of Federal Regulations, 36 C.F.R. 61.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation no more often than monthly and no less than quarterly. The initial invoice and progress report will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) 30% Plans Submittal to be completed by October 03, 2025.
b) 60% Plans Submittal to be completed by April 03, 2026.
c) 90% Plans Submittal to be completed by September 11, 2026.
d) Final Plans Submittal to be completed by January 08, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

Post design services will not be reimbursed.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Lake County Post Office Box 7800 Tavares, Florida 32778	453449-1-38-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2024-2025 (LAP)	$ 724,595.00	$ 72,595.00	$ 0.00	$ 652,000.00
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 724,595.00	$ 72,595.00	$ 0.00	$ 652,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 724,595.00	$ 72,595.00	$ 0.00	$ 652,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
District Grant Manager Name

DocuSigned by:
Precious L. Lewis
Signature: 438EF43F5C974E3...

06/25/2025 | 3:25 PM EDT
Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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RESOLUTION NO. 2025 - 6

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AUTHORIZING ITS CHAIRMAN TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION A LOCAL AGENCY PROGRAM AGREEMENT REGARDING THE COUNTY ROAD 44 FROM US 441 TO STATE ROAD 19 LEFT TURN LANES PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Lake County, Florida intends to design left turn lanes along with additional improvements at County Road 44 from US 441 to State Road 19; and

WHEREAS, the Board of County Commissioners of Lake County, Florida ("County") and the State of Florida, Department of Transportation ("FDOT") desire to enter into a Local Agency Program Agreement regarding the participation of FDOT in the improvements at County Road 44 from US 441 to State Road 19, FPN 453449-1-38-01.

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

Section 1. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The County authorizes the Chairman of the Lake County Board of County Commissioners to make, execute and deliver to the State of Florida Department of Transportation a Local Agency Program Agreement regarding the participation of FDOT in the improvements at County Road 44 from US 441 to State Road 19, FPN 453449-1-38-01. The Chairman is further authorized to sign any supplements to such Local Agency Program Agreement.

Section 3. This Resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 21st day of January, 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 21st day of January, 2025.

Approved as to form and legality:

1/21/25

Melanie Marsh, County Attorney

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$652,000.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

Docusign Envelope ID: 5E8AEED0-778F-46FC-ADC8-5CB32B158DE9

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

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EXHIBIT "M"
ROADWAY LIGHTING MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

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EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

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g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

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p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

To: Kristen.Webb@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3E87

6/12/2025

CONTRACT INFORMATION

Contract:	G3E87
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	LAKE COUNTY BOARD OF COUNTY COM
Vendor ID:	F596000695001
Beginning Date of This Agreement:	06/12/2025
Ending Date of This Agreement:	05/31/2027
Contract Total/Budgetary Ceiling:	ct = $652,000.00
Description:	County Road 44 (from US 441 to State Road 19) left turn lanes

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 6/12/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55053010541
Expansion Option:	AY
Object Code:	780000
Amount:	$652,000.00
Financial Project:	45344913801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088849/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $652,000.00

Certificate Of Completion

Envelope Id: 5E8AEED0-778F-46FC-ADC8-5CB32B158DE9
Status: Completed
Subject: Complete with Docusign: 453449-1-38-01 (G2E87) LAP - CR44 left turn lanes.pdf
Contract Number (ex. C9A12, optional): G2E87
Document Contains Confidential Information?: No
Fin Proj Num (ex.123456-1-32-01, Optional): 453449-1-38-01
Office (contact Procurement if add is needed):
Local Programs
HR Action?: No
Source Envelope:
Document Pages: 32
Signatures: 3
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Kristen Webb
605 Suwannee Street
MS 20
Tallahassee, FL 32399-0450
Kristen.Webb@dot.state.fl.us
IP Address: 156.75.252.6

Record Tracking

Status: Original
6/18/2025 12:31:17 PM
Holder: Kristen Webb
Kristen.Webb@dot.state.fl.us
Location: DocuSign

Signer Events	Signature	Timestamp
Precious L. Lewis Precious.Lewis@dot.state.fl.us District Local Program Administrator Florida Department of Transportation Security Level: Email, Account Authentication (None)	DocuSigned by: Precious L. Lewis 738E143F5C974E3... Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6	Sent: 6/18/2025 12:37:45 PM Viewed: 6/25/2025 3:18:53 PM Signed: 6/25/2025 3:25:07 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Chris Indelicato Chris.Indelicato@dot.state.fl.us Senior Attorney Florida Department of Transportation Signing Group: D5 General Law Legal Group Security Level: Email, Account Authentication (None)	DocuSigned by: Chris Indelicato 4EF2CB4593A64A7... Signature Adoption: Pre-selected Style Using IP Address: 156.75.180.190	Sent: 6/25/2025 3:25:09 PM Viewed: 6/26/2025 11:27:00 PM Signed: 6/26/2025 11:30:35 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
James S. Stroz Jim.Stroz@dot.state.fl.us Director of Transportation Development Florida Department of Transportation Security Level: Email, Account Authentication (None)	DocuSigned by: 292113AFD861407... Signature Adoption: Uploaded Signature Image Using IP Address: 156.75.180.190	Sent: 6/26/2025 11:30:36 PM Viewed: 6/27/2025 6:46:17 AM Signed: 6/27/2025 6:46:51 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kim Kipp Kim.Kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/25/2025 3:25:10 PM
Linda Lee Linda.Lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/25/2025 3:25:10 PM Viewed: 6/26/2025 10:36:29 AM
Precious L. Lewis Precious.Lewis@dot.state.fl.us Kristen Webb Kristen.Webb@dot.state.fl.us Sarah McNamara Sarah.McNamara@dot.state.fl.us Stephanie Rodriguez stephanie.rodriguez@dot.state.fl.us Bailey Hart Bailey.Hart@dot.state.fl.us Brianna Battle Brianna.Battle@dot.state.fl.us Signing Group: D5 Local Programs Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/27/2025 6:46:53 AM Resent: 6/27/2025 6:46:57 AM Viewed: 6/27/2025 10:12:48 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2025 12:37:45 PM
Certified Delivered	Security Checked	6/27/2025 6:46:17 AM
Signing Complete	Security Checked	6/27/2025 6:46:51 AM
Completed	Security Checked	6/27/2025 6:46:53 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: AAE43678-59FD-881C-8060-C151C79B38EE

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

JARED W. PERDUE, P.E.
SECRETARY

May 28, 2026

Sharon E. Lewis
Public Works - Engineering
Lake County
P.O. Box 7800
Tavares, Florida 32778

SUBJECT: **LOCAL AGENCY PROGRAM (LAP) NOTICE TO PROCEED (NTP)**
FPN: 453449-1-38-01
Contract No.: Input Contract # from LAP Agreement
Project: CR44 From US 441 to SR 19 Left Turn Lanes

Dear Ms. Lewis:

This letter will serve as the Department's Notice-to-Proceed (NTP) to Lake County (Local Agency) with execution of the design Consultant Contract with Halff Associates, Inc., for the subject referenced project.

This notice, effective May 28, 2026, is being issued subject to:

- The Consultant Contract with Halff Associates, Inc. being fully executed and uploaded into GAP.
- The GAP **Local Agency Contracts** screen being created and completed.
  - Reminder: The Local Agency Contract # should be the Local Agency's contract # with the Consultant, not the Contract # from the LAP Agreement.

The Local Agency may proceed with Halff Associates, Inc. NTP for the above project upon contract execution.

Per Section 13.00 of the LAP Agreement, the Local Agency will be subject to a Performance Evaluation for the above referenced project. The current performance evaluation can be found at the bottom of the Forms tab on the LAP website at:
https://www.fdot.gov/programmanagement/LAP/Forms/LapForms.shtm

Per Chapter 5 of the Local Programs Manual, the District is required to develop a monitoring plan each time a Local Agency receives a federal award. The "LAP Risk Assessment Subrecipient Monitoring Details" plan for the subject project, which outlines how your Agency will be monitored for this project, is provided in the transmittal email. This project requires submission and review of the "Project

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Monitoring Status Report" on a monthly basis, and submission and review of invoices and supporting documentation on a quarterly basis. The initial invoice will be submitted within **90** days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter.

The fully executed LAP Agreement is attached, and funds in the amount of $652,000.00 have been encumbered for this project. Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

If you have any questions, please call me at (386) 943-5537.

Sincerely,

Signed by:
Jason Martine
1AEEE1F87C174B3...
Jason Martine
Local Program Coordinator

Enclosures
Cc: Financial Services

Solicitation Number: **24-934**

Solicitation Title: **CR-44 From US-441 To SR-19 Improvements Design Services**

Open Date: **May 30, 2024, 12:00:00 AM**

Close Date: **Jul 10, 2024, 3:00:00 PM**

Firm Name	Location
OM Engineering Services, Inc.	Orlando, FL
Halff Associates, Inc.	Tavares, FL
Burgess & Niple, Inc.	Orlando, FL
Kisinger Campo & Associates, Corp.	Tampa, FL
Metric Engineering	Lake Mary, FL
Kimley-Horn and Associates, Inc.	Orlando, FL

Lake County Office of Procurement Services
RSQ 24-934: Engineering and Design Services for CR44 from US441to SR19 Safety Improvements
RSQ Selection Committee Meeting Minutes
Contracting Officer: Bill Ponko, Office of Procurement Services

October 21, 2024
Begin Time: 10:00 AM,
Adjourn Time: 10:20 AM

- Bill Ponko:
  - Stated that this is a public meeting
    1. Stated that members of the public may listen, but not take part in discussions
  - Identified the solicitation name
  - Solicitation was a Request for Qualifications
  - Stated that this solicitation was governed by Florida statute, CCNA
  - Noted:
    1. One (1) Addendum was posted
    2. Closing Date was July 10, 2024

  - Took roll of the Selection Committee (SC) members:
    1. Jeff Earhart, Office of Public Works Engineering Division
    2. Mike Fitzgerald, Office of Planning and Zoning
    3. Gallus Quigley, Office of Parks and Trails

  - Noted that the six (6) firms providing proposals were:
    1. Burgess & Niple, Inc.
    2. Halff and Associates, Inc.
    3. Kimley Horn and Associates, Inc.
    4. Metric Engineering, Inc.
    5. OM Engineering Services, Inc
    6. Kisinger Campo & Associates, Corp.

  - The method of selection will be based upon the vendor's ability to perform via the written criteria, Section 9, on pages 3-5 of the RSQ.
  - Noted that electronic copies of the proposals were distributed to the SC, by Procurement.
  - Noted that scoring sheets were distributed to the committee prior to the meeting
  - Noted that Conflict of Interest Statements were also distributed to the SC prior to the meeting, and all were returned with no issues.

- Selection Committee:
  - Provided their scores for each firm.
  - The ranking is:
    1. Kimley Horn and Associates, Inc.
    2. Metric Engineering, Inc.
    3. Halff and Associates, Inc.
    4. Kisinger Campo & Associates, Corp.
    5. Burgess & Niple, Inc.
    6. OM Engineering Services, Inc

- Short Listed Selection for Presentations
  1. Kimley Horn and Associates, Inc.
  2. Metric Engineering, Inc.
  3. Halff and Associates, Inc

- Requested that the short-listed firms to provide focusing their presentations on the following areas:
  1. The project and innovations
  2. Saving time on the schedule
  3. Value engineering to reduce cost
  4. Shoulders without resurfacing
  5. Bicycle and pedestrian safety

- Procurement Services will notify the firms of the forthcoming date, time, and location of their presentations

- Meeting Adjourn

Lake County Office of Procurement Services
RSQ 24-934: Engineering and Design Services for CR44 from US441to SR19 Safety Improvements
RSQ Selection Committee Meeting Minutes
Contracting Officer: Bill Ponko, Office of Procurement Services

December 11, 2024
Begin Time: 9:30AM, Adjourn Time: 11:25 AM

Presentation Schedule:
- Halff & Associates: 9:30 – 10:00
- Kimley Horn: 10:10 – 10:40
- Metric Engineering: 10:50 – 11:20

No members of the public were recorded as being in attendance.

- Bill Ponko:
  - Identified the solicitation name
  - Took roll of the Selection Committee (SC) members:
    - Jeff Earhart, Office of Public Works Engineering Division
    - Mike Fitzgerald, Office of Planning and Zoning
    - Melving Isaac, Office of Parks and Trails
  - Stated that this was a public meeting.
  - As noted in the short-list meeting, vendors were notified that they would be asked to provide information on the following areas as part of their presentations:
    - The project and innovations
    - Saving time on the schedule
    - Value engineering to reduce cost
    - Shoulders without resurfacing
    - Bicycle and pedestrian safety
  - Noted that the method of scoring is noted within the RSQ.
  - Noted that scoring sheets were disseminated to the SC prior to the meeting.
  - Noted that electronic copies of each presentation were distributed to the SC, by Procurement Services.
  - Noted that each presentation will be for a total of 30 minutes. That time was to be broken down as 20 minutes for the presentation, followed by 10 minutes for a question-and-answer segment.
  - Noted that the RSQ allows up to three presenters per firm.

- Halff & Associates, Inc.
  - Represented by:
    - Duane Booth, P.E.
    - Blaine Varn, P.E
    - Brad Bublitz, E.I.
  - A presentation was given by the firm.

- Kimley Horn and Associates, Inc.
  - Represented by:
    - Mo Ansari, P.E.
    - Rick Arico, P.E., L.A.P Expert
    - Chris Towne P.E
  - A presentation was given by the firm.

- Metric Engineering, Inc.
  - Represented by:
    - John Battle Jr., P.M.P.
    - Jessica Bloomfield, P.E.
    - Josh Reichert, P.E.
  - A presentation was given by the firm.

- Selection Committee
  - Will provide their scores to Procurement Services for a final ranking.

- Meeting Adjourn

RSQ 24-934: Engineering & Design Services for CR 44 from US 441 to SR 19 Safety Improvement
RSQ Selection Committee Date and Time: December 11, 2024 @ 9:30AM (EST)
Contracting Officer: Bill Ponko, CPPO, CPPB

	Tab 1: Professional Qualifications	Tab 2: Specialized Experience and Technical Competence	Tab 3 Capacity to Accomplish the Work / Completion Schedule	Tab 4: Understanding of the Project	Tab 5: Approach to the Project	Tab 6: Quality of Interview	Totals
Max Points	**90**	**30**	**30**	**45**	**75**	**30**	**300**
Halff and Associates, Inc.							
Committee Member #1	30	10	10	15	23	10	98
Committee Member #2	28	9	9	14	24	9	93
Committee Member #3	30	10	10	15	25	9	99
Totals	**88**	**29**	**29**	**44**	**72**	**28**	**290**
Kimley Horn and Associates, Inc.							
Committee Member #1	30	9	10	14	23	10	96
Committee Member #2	28	9	9	13	23	9	91
Committee Member #3	30	10	10	15	25	8	98
Totals	**88**	**28**	**29**	**42**	**71**	**27**	**285**
Metric Engineering, Inc.							
Committee Member #1	30	8	10	13	21	7	89
Committee Member #2	26	8	8	12	21	8	83
Committee Member #3	30	10	8	13	23	9	93
Totals	**86**	**26**	**26**	**38**	**65**	**24**	**265**

Final Ranking	
1. Halff and Associates, Inc.	**290**
2. Kimley-Horn and Associates, Inc.	**285**
3. Metric Engineering, Inc.	**265**

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND HALFF ASSOCIATES, INC. FOR ENGINEERING AND DESIGN SERVICES FOR CR44 FROM US441 TO SR 19 SAFETY IMPROVEMENT RSQ #24-934

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida ("COUNTY"), and Halff Associates, Inc., its successors and assigns ("CONSULTANT").

WITNESSETH:

WHEREAS, County publicly submitted a Request for Engineering and Design Services for CR44 from US 441 to SR19 Safety Improvement (RSQ #24-934); and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The above recitals are true and correct and incorporated in this Agreement.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide engineering and design services for CR44 from US441 to SR19 Safety Improvement. (the "Project"), in accordance with the Scope of Work attached as **Attachment A**. The Project will be funded through a Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") Agreement. All Federal Highway Administration regulation and guidelines for use of federal funds will apply to the Project.

2.2 CONSULTANT agrees and acknowledges that time is of the essence in completing the Scope of Work identified in this Agreement. All services must be completed no later than **600 days** after the Notice to Proceed is issued, unless a written change order has been duly executed by both parties. Continuation of the performance period beyond the initial period is a COUNTY prerogative, and not a right of CONSULTANT. This prerogative may only be exercised when such continuation is clearly in the best interest of COUNTY.

2.3 This Agreement will commence upon the date of the purchase order or related Notice to Proceed from COUNTY and will remain in effect until the Project is completed and accepted by COUNTY's authorized representative and until completion of any express or implied warranty periods. CONSULTANT shall maintain, for the entirety of this Agreement, if any, the same prices, terms, and conditions included within this Agreement.

2.4 CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by COUNTY. CONSULTANT acknowledges that nothing in this Agreement 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 CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 3. Payment

3.1 The parties agree the total cost of the Project shall not exceed the amount of **$764,718.44.** COUNTY shall pay CONSULTANT to complete the Scope of Work pursuant to the Pricing Schedule attached as **Attachment B (Lump Sum)**.

3.2 CONSULTANT shall submit monthly invoices to County addressed to Lake County Board of County Commissioners, P.O. Box 7800, Tavares, Florida 32778, unless CONSULTANT is notified in writing by COUNTY of a different address and location of COUNTY's office. Each invoice must contain the Request for Statement of Qualifications (RSQ) number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. CONSULTANT shall keep a travel log indicating all dates of travel, mileage, and other pertinent information.

CONSULTANT may receive periodic payments on a thirty (30) day interval for Project tasks completed during that period by CONSULTANT and approved by COUNTY. Payment will be specific rates of compensation based upon the Pricing Scheduled, attached as Attachment B, but not to exceed the amount listed in paragraph 3.1 above. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for COUNTY to provide payment, CONSULTANT shall submit a fully documented invoice that provides the basic information set forth above.

3.3 COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 CONSULTANT hereby agrees and acknowledges that this Agreement is funded through a State of Florida, Department of Transportation, Local Agency Program Agreement (LAP), FPN: 453449-1-38-01. CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies. CONSULTANT shall additionally comply with all requirements imposed by applicable federal, state or local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R., Part 29, when applicable. COUNTY will make a determination of allowable costs in accordance with Federal cost principles. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT upon request.

Article 4. COUNTY's Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one COUNTY staff member to act as COUNTY's Project Manager.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to CONSULTANT all necessary and available data, photos, and documents COUNTY possesses that would be useful to CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. CONSULTANT shall, during the entire duration including any renewals of this Agreement, be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida law to perform the services contained in this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with Florida law.

5.2 Key Personnel. CONSULTANT agrees that each person listed or referenced in the qualifications package will be available to perform the services described in this Agreement for COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of COUNTY. In the event the requested substitute is not satisfactory to COUNTY and the matter cannot be resolved to the satisfaction of COUNTY, COUNTY reserves the right to terminate this Agreement.

5.3 Termination.

A. Termination for Convenience: COUNTY, at its sole discretion, reserves the right to terminate this Agreement upon thirty (30) days written notice. Upon receipt of such notice, CONSULTANT shall not incur any additional costs under this Agreement. COUNTY will be liable only for reasonable costs incurred by the vendor prior to notice of termination. COUNTY will be the sole judge of "reasonable costs."

B. 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, this Agreement will be cancelled and CONSULTANT 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 this Agreement.

C. Termination for Default: COUNTY reserves the right to terminate this Agreement, in part or in whole, or effect other appropriate remedy in the event CONSULTANT fails to perform in accordance with the terms and conditions stated in this Agreement. COUNTY further reserves the right to suspend or debar CONSULTANT in accordance with COUNTY ordinances, resolutions and administrative orders. CONSULTANT will be notified by letter of COUNTY's intent to terminate. In the event of termination for default, COUNTY may procure the required goods or services from any source and use any method deemed in its best interest. All re-procurement cost will be borne by CONSULTANT.

5.4 Assignment of Agreement. This Agreement may not be assigned or sublet except with the written consent of Lake County's Procurement Services Director on behalf of COUNTY. No such consent will be construed as making COUNTY a party to the assignment or subcontract or subjecting COUNTY to liability of any kind to any assignee, subconsultant or subcontractor. No assignment or subcontract will under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify COUNTY immediately. COUNTY may terminate this Agreement in the event the acquiring entity does not meet with COUNTY's approval.

5.5 Insurance. CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to COUNTY, policies of insurance**,** with a company or companies authorized to do business in the State of Florida, and which are acceptable to COUNTY, insuring CONSULTANT 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 obligations of CONSULTANT under the terms and provisions of this Agreement. CONSULTANT is

responsible for timely provision of all certificates of insurance to COUNTY at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the Agreement.

policies of insurance, and confirming certificates of insurance, must insure CONSULTANT 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
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

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 vendor must provide a notarized statement that if he or she is injured; he or she will not hold 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

Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, and the Florida Department of Transportation must be named as additional insured as their interest may appear on all applicable liability insurance policies.

All certificates of insurance must provide for a minimum of thirty (30) days prior written notice to COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

CONSULTANT shall provide a copy of all policy endorsements, reflecting the required coverage, with COUNTY and the Florida Department of Transportation listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. ***(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements)***.

All certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE BOARD OF COUNTY COMMISSIONERS, AND FLORIDA DEPARTMENT OF TRANSPORTATION.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance must evidence a waiver of subrogation in favor of COUNTY, that coverage will 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 COUNTY.

CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to CONSULTANT evidencing coverage and terms in accordance with CONSULTANT's requirements. Self-insured retentions are not acceptable.

COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of CONSULTANT or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by COUNTY of any insurance supplied by CONSULTANT or subconsultants, nor a failure to disapprove that insurance, will relieve CONSULTANT or subconsultants of full responsibility for liability, damages, and accidents as set forth in this Agreement.

5.6 Conflict of Interest. CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in CONSULTANT as a business entity, and that no such person will have any such interest at any time during the term of this Agreement unless approved in writing by COUNTY upon consultation with its attorney. The certifications applicable to CONSULTANT, which have been executed by CONSULTANT, are attached as **Attachment C**. County will consider CONSULTANT in default of this Agreement in the event a conflict of interest on the Project is found to exist.

Neither CONSULTANT nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the CONSULTANT or COUNTY during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the CONSULTANT, the CONSULTANT , with prior approval of FDOT, may waive the prohibition contained in the paragraph provided that any such present member, officer or employee shall not participate in any action by the CONSULTANT or the COUNTY relating to such contract, subcontract or arrangement. CONSULTANT shall insert in all contracts entered

into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the CONSULTANT or of the COUNTY during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the CONSULTANT and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

5.7 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 consultant, supplier or sub-consultant 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

5.8 Indemnity. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the COUNTY and the State of Florida, Department of Transportation, including the DEPARTMENT's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

The foregoing indemnification shall not constitute a waiver of the DEPARTMENT's or COUNTY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify COUNTY for the negligent acts or omissions of COUNTY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the Department for the negligent acts or omissions of the DEPARTMENT, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

5.9 Independent Contractor. CONSULTANT agrees that it will be acting as an independent contractor and will not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT will have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.10 Ownership of Deliverables. Upon completion of and payment for a task, CONSULTANT agrees that all tasks and deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT will be and remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all tasks and deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT's work product submitted in

performance of this Agreement is intended only for the Project described in this Agreement. COUNTY's alteration of CONSULTANT's work product or its use by COUNTY for any other purpose swill be at COUNTY's sole risk.

5.11 Return of Materials. Upon the request of COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to CONSULTANT by COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.12 Delays. 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 from any cause whatsoever, will relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from COUNTY. CONSULTANT expressly acknowledges and agrees that CONSULTANT will receive no damages for delay. CONSULTANT's sole remedy, if any, against COUNTY will be the right to seek an extension to the contract time. However, this provision will not preclude recovery of damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith, or active interference on the part of COUNTY. Otherwise, CONSULTANT 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.

The parties will exercise every reasonable effort to meet their respective obligations under this Agreement. Notwithstanding the above, the parties 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, natural disasters, wars, riots, transportation problems or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.13 Accuracy and Warranty. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections must be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by COUNTY. CONSULTANT agrees that the products and services provided under this Agreement will be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.14 Truth in Negotiation Certificate. By signing this Agreement, CONSULTANT represents that it has executed FDOT's truth in negotiation certification.

5.15 Codes and Regulations. All work completed under this Agreement must conform to all applicable federal, state, and local laws.

5.16 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement 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 CONSULTANT, any fee, commission, percentage, gift or other consideration contingent or resulting from the award or making of this Agreement.

5.17 Public Records/Copyrights.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by CONSULTANT for or on behalf of COUNTY will be the property of COUNTY and will be turned over to 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 County are public records available for inspection by any person even if the file or paper resides in CONSULTANT's office or facility. CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, and in accordance with any grant requirements, whichever is longer. Prior to the completion of the Project or termination of this Agreement, CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name, mailing address, and telephone number to COUNTY.

B. Any copyright derived from this Agreement will belong to the author. The author and CONSULTANT shall expressly assign to COUNTY nonexclusive, royalty free rights to use any and all information provided by CONSULTANT in any deliverable medium for COUNTY's use which may include publishing in COUNTY documents and distribution as COUNTY deems to be in COUNTY's best interests. If anything included in any deliverable limits the rights of COUNTY to use the information, the deliverable will be considered defective and not acceptable and CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by COUNTY to perform the services identified in this Agreement.
2. CONSULTANT shall retain all records pertaining to this Agreement for five (5) complete calendar years following expiration of the Agreement.
3. Upon request from COUNTY's custodian of public records, provide 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.
4. 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 CONSULTANT does not transfer the records to COUNTY.
5. Upon completion of the contract, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT P.O. BOX 7800, TAVARES, FL 32778, 352-343-9839, OR VIA EMAIL AT PURCHASING @LAKECOUNTYFL.GOV.

5.18 Right to Audit. County reserves the right to require CONSULTANT to submit to an audit, by any auditor of County's choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to County for five (5) complete calendar years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by County to ensure compliance with applicable accounting and financial standards.

If CONSULTANT provides technology services, CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control *(*SOC) reports upon request by County. The SOC reports must be full Type II reports that include CONSULTANT'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 CONSULTANT.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONSULTANT to 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 County's audit must be reimbursed to County by CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of CONSULTANT'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 County's audit findings to CONSULTANT.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by CONSULTANT in performance of any work under this Agreement.

5.19 FDOT Inspections. CONSULTANT shall provide all information and reports required by any regulations or directives issued pursuant to those regulations, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by FDOT*,* the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to FDOT, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information. If FDOT unilaterally cancels the LAP Agreement between FDOT and COUNTY for refusal of CONSULTANT to allow public access to all documents, papers, letters or other

materials subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement, COUNTY will have the right to unilaterally terminate this Agreement for cause. COUNTY reserves all legal rights and remedies to recover from CONSULTANT any funds paid under this Agreement that are not reimbursed through the LAP Agreement if COUNTY exercises its termination rights under this Agreement.

5.20 Terms for Federal-Aid Contracts. CONSULTANT acknowledges that this Agreement will be furnished to COUNTY, FDOT, and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil. CONSULTANT shall comply with the Local Agency Program Federal-Aid Terms for Professional Services Contracts (375-040-84), a copy of which is attached hereto as **Attachment D** and incorporated herein, as a part of this Agreement.

5.21 Drug-Free Workplace. CONSULTANT certifies that it has and will provide a drug-free workplace program throughout the duration of providing services under this Agreement, as defined in Section 287.087, Florida Statutes.

5.22 Public Evaluation. At the end of the contract period, the parties agree that COUNTY will evaluate CONSULTANT's performance. This evaluation will consist of a meeting with CONSULTANT's authorized representative and the Lake County Public Works Department Director or designee and a review of the Project file done at the completion of the Project to determine whether the Project was completed by CONSULTANT, and any subconsultants, in accordance with this Agreement and the services completed to the satisfaction of COUNTY. This evaluation will become public record.

5.23 E-Verify. CONSULTANT 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 CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors or subconsultants performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors or subconsultants utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors or subconsultants during the term of the contract.

5.24 LAP Agreement. CONSULTANT acknowledges this Project will be funded through a Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") and that a LAP Agreement will/has been entered between FDOT and COUNTY. CONSULTANT may request a copy of the LAP Agreement from COUNTY.

5.25 Certification Regarding Scrutinized Companies Lists. By executing this Agreement, CONSULTANT 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. CONSULTANT 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. CONSULTANT further understands that any contract with COUNTY for goods or services of $1 million or more may be terminated at the option of COUNTY if CONSULTANT 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.

Article 6. Miscellaneous Provisions

6.1 This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie in Lake County, Florida and trial will be non-jury.

6.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

6.4 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

6.6 The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

6.7 Any individual, corporation, or other entity that attempts to meet its contractual obligations with COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. COUNTY, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

6.8 CONSULTANT shall act as the prime CONSULTANT for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services under this Agreement. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subconsultants will be subject to advance review by COUNTY in terms of competency and security concerns. No change in subconsultants may be made without consent of COUNTY. CONSULTANT will be responsible for all insurance, permits, licenses and related matters for any and all subconsultants. COUNTY may require CONSULTANT to provide any of the subconsultant's insurance certificates required by the work to be performed.

6.9 The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

If to CONSULTANT	If to COUNTY:
Halff Associates, Inc.	Lake County Manager
902 North Sinclair Avenue	315 West Main Street
Tavares, FL 32778	Post Office Box 7800
	Tavares, Florida 32778-7800

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

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

7.2 This Agreement contains the following Attachments, all of which are incorporated in this Agreement:

Attachment A	Scope of Work
Attachment B	Pricing Schedule
Attachment C	Certifications
Attachment D	Local Agency Program Federal-Aid Terms

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONSULTANT through its duly authorized representative.

CONTRACTOR
HALFF ASSOCIATES, INC.

Duane K. Booth, P.E.
Vice President, Tavares Operations
Manager License: 44631
This 29th day of May, 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

ATTACHMENT A

SCOPE OF WORK AND SPECIFIC CONTRACT REQUIREMENTS

1. BACKGROUND

1.1. A qualified Engineering Firm shall provide design services for the CR 44 Road Project located in Lake County, Florida. The project is funded with federal funds under Florida Department of Transportation (FDOT) Local Agency Program (LAP) FM No. 453449-1-38-01. The CR 44 Safety project study was completed in September of 2023. The link to the final safety study can be found here: https://cdn.lakecountyfl.gov/media/npqlnxkw/cr-44-from-us-441-to-sr-19-lane-departure-safety-study-20230926_final.pdf. The scope of the project is to follow the long-term recommendations from the final FDOT safety study.

1.2. The project consists of the design services for safety improvements along CR 44 from US 441 to SR 19, approximately 10.9 miles in length. The design will include 8-foot shoulders (4-foot minimum paved) along both sides of the roadway along certain segments of the roadway. Additional improvements along the corridor include RRFB's and lighting at marked crosswalks at Egret Lane/Rotary Drive and Turquoise Way, a speed feedback sign at Sparrow Lane, and turn lanes at Gator Bay Bar and Grill driveway, Camellia Drive, and Durastress east driveway. Utility coordination is required. The selected firm shall be responsible for the preparation and submittal of a technical memorandum providing the supporting documentation, as well as independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) Checklist. Consultant shall not be responsible for filling out the actual form. FDOT will prepare the checklist using the supplied information. All principal investigators for the archaeological, historical and architectural sections of the Type 1 CE shall meet the minimum requirements stated in Florida Administrative Code (Chapter 1A-46 and the Code of Federal Regulations, 36 C.F.R 61.

- Surveying including topographic, above and below ground utilities and right of way will be required. The Consultant will be required to coordinate with the County's staff on plan review, as the project is being funded by FDOT LAP agreement. Consultant shall prepare Division II and III specifications, and the County will prepare Division I specifications and the bid documents based on FDOT Standard Plans and Specifications and Florida Greenbook (the edition in place at the time of bid opening). The governing Standard **Plans and Specifications** must be the edition in place at the time of bid opening when referencing FDOT Standard Specifications.

2. DEFINITIONS

The following terms or pronouns used in place of them, will have the following meanings:

2.1. Addendum – A modification, revision or clarification of this RSQ.

2.2. BCC Board of County Commissioners - The governing board for Lake County, Florida.

2.3. Consultant – The Professional Engineer or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for County, other than County personnel. The awarded respondent.

2.4. County – Lake County, Florida

2.5. CCNA – Consultants' Competitive Negotiation Act, Florida Statute 287.055

2.6. FDOT - Florida Department of Transportation

2.7. FHWA – Federal Highway Administration

2.8. LAP - Local Agency Program

2.9. RSQ – Request for Proposal – A formal solicitation inviting proposals from qualified firms.

2.10. Response - The information package submitted by qualified firms.

2.11. Respondent, Consultant, Firm, You and Your - Consultant, person, firm, or corporation who submits a response.

2.12. Shall, Must or Will – Indicates a mandatory requirement or condition, the material deviation from which will not be waived by County.

2.13. Should or May - Are permissive in nature. Deviation from such a condition or requirement will not by itself cause automatic rejection of a qualifications package but may be a factor considered in the overall evaluation process.

3. GENERAL REQUIREMENTS

3.1. Consultant shall refer to County's "Expected Deliverable Guidelines" for additional expectations for completion of project milestones and deliverables.

3.2. Consultant shall prepare a project schedule and present to County at the project kickoff meeting.

3.3. Consultant shall create and prepare project deliverable Cad files utilizing AutoCAD. Microstation files converted to AutoCAD shall not be acceptable.

3.4. Consultant construct and maintain a web page detailing the project.

3.5. Consultant shall schedule, conduct, and present all public meetings according to the approved public meeting scope and public meeting checklist.

3.6. Consultant shall advertise and notify the public of the public meeting schedule and location according to the approved public meeting scope and public meeting checklist.

3.7. Consultant will attend monthly progress meetings for the life of the project at the Public Works Department facility. At the discretion of County, telephone conference calls may substitute for face-to-face meetings.

4. SURVEY REQUIREMENTS

4.1. Consultant shall prepare the Record Survey under the direction and supervision of a Professional Surveyor and Mapper licensed in the State of Florida. Survey shall be in accordance with the adopted "Standards of Practice" for Land Surveying as required by Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida State Statutes".

4.2. Consultant shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded and submitted to County. Field notes shall include all sketches, bench level runs and instrument set up information that supports electronic data collection methodology. Computations shall include any adjustment reports for Horizontal and Vertical control.

4.3. Consultant shall establish or recover Horizontal Project Control (HPC) relative to Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, and 1990 Adjustment (NAD83/90). All Primary Control values shall be established with independent, redundant measurement methods. A report depicting residual statistics shall be submitted with the computations portion of the project report.

4.4. Consultant shall establish or recover Vertical Project Control (VPC) relative to North American Vertical Datum 1988 (NAVD88). Benchmarks shall be placed at intervals not to exceed 500 feet along the project route and in safe areas that minimize the possibility of the mark being lost or disturbed.

4.5. Prior to beginning survey, Consultant will request a copy of a Right of Way package from County Right of Way Supervisor. This package will include all the right of way information available in the County Public Works Department.

4.6. Consultant shall recover monumentation along existing right of way lines according to all available recorded Public Records. Establish, recover, or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying existing right of way lines per County maps, platted or dedicated rights of way. Survey shall show existing recorded right of way with recording information for the dedication document clearly identified (deed, plat, court order, or recorded maintenance or right of way maps). This information shall include intersecting side street right of way shown on the survey. All other evidence of right of way that is shown on the survey shall be shown in different line type, with the source clearly identified (i.e. property line per deed, State Road Department (SRD)/FDOT monument found, RW per unrecorded plat, recorded plat, etc.)

4.7. Consultant shall file Certified Corner Records (CCR) to Florida Department of Environmental Protection unless one already exists in the state database. Included shall be Section Corners, ¼ Section Corners or other General Land Office (G.L.O.) recognized corners.

4.8. Consultant shall map existing conditions to include (but not limited to) location and identification of all constructed or fixed improvements and features within the survey area, identification and location of all relevant property information such as deed lines, plat lines, designated roads, right of way lines, easements and other matters of public record or information referenced in title report. In addition, a 2-dimension location of any Jurisdictional Wetlands that fall within the scope limits will be located. A notation of the environmental agency that performed the wetlands designation shall be depicted on the survey. When required, elevation data with sufficient density and coverage to develop a Digital Terrain Model supported by determining all existing break lines and high and low points. Ground elevations shall extend a minimum of 25 feet beyond survey limits. Survey limits may change due to certain conditions and any request for deviation from the original scope must be submitted in writing and approved by County.

4.9. Consultant shall comply with all Right of Way Engineering Project Requirements as set forth by County Public Works / Engineering / Right of Way Section.

4.10. Consultant shall contact Sunshine One Call @ 811 for utility designation. Include 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

4.11. Consultant shall detail existing underground storm water and sanitary sewer structures including pipe size, type, condition, and flow direction. Included shall be at least one structure outside the scope limits and in some cases the extent of the system outfall shall be investigated and included in the mapping.

4.12. Consultant shall map any water bodies that fall within the scope limits. If available, the Base Flood Elevation should be determined and shown.

4.13. Contractors and subcontractors must have capability to work from plans in AutoCAD format. County does not provide hard copy detailed plans for the purpose of survey stakeout.

4.14. The Final signed and sealed survey shall be provided to the Project Manager for review by County. Upon approval, three (3) signed and sealed copies of the survey, along with an electronic file in appropriate format shall be provided to the Project Manager for distribution to County.

5. PLAN DELIVERABLES

5.1. Expected Plan sheet Divisions:

NO.	DESCRIPTION
1	COVER / KEY SHEET
2	DRAINAGE MAP
3-4	TYPICAL SECTIONS
5-6	GENERAL NOTES
7-8	PROJECT LAYOUT
9-10	REFERENCE POINTS / CONTROL
11-12	ROADWAY PLAN
13-14	ROADWAY PROFILE
15-16	SPECIAL PROFILES
17-18	DRIVEWAY DETAILS
19-20	DRAINAGE STRUCTURE DATA
21-22	CROSS SECTION PATTERN
23-24	CROSS SECTIONS
25-26	SIGNING AND MARKING PLAN
27-28	STORMWATER POLLUTION PREVENTION PLAN
29-30	EROSIONS CONTROL PLAN
31-32	TRAFFIC CONTROL PLAN
33-34	UTILITY ADJUSTMENT PLAN
35-36	SIGNALIZATION PLAN
37-38	GEOTECHNICAL PLAN

5.2. General Plan sheet requirements:

5.2.1. Plan production (e.g., size and scale) are to be provided in accordance with the Florida Greenbook.

5.2.1.1. Post Designs Services are not included or required.

5.2.2. Plans shall be printed to standard scale to size B (11”x17”).

5.2.3. Plotting scales should typically be provided as follows:

5.2.3.1. Plan & Profile – horizontal scale of 1” = 40’, vertical scale should typically be 10% of horizontal scale.

5.2.3.2. Roadway Cross Sections – horizontal scale of 1” = 20’, but not smaller than 1” = 40’, vertical scale should be 50% of horizontal scale.

5.2.3.3. Drainage Structure Sections – horizontal scale of 1” = 10’, vertical scale 50% of horizontal scale

5.2.3.4. Signage & Marking – plot to scale such that details are clear and legible, but not smaller than 1" = 100'.

5.2.4. Plan & Profiles should typically be provided on the same sheet (i.e., plan over profile) unless right-of-way width or change in vertical elevation is too great, then separate plan and profile sheets will be acceptable.

5.3. Deliverables at the 30% design submittal level:

5.3.1. Three (3) signed and sealed copies of the project survey, an electronic signed copy of survey in pdf format, and an electronic file in an AutoCAD format identified by County.

5.3.2. A letter from Consultant to County Project Manager listing all permits that will be required for the project and what agency the permit will be sought from.

5.3.3. Consultant will complete an initial threatened and endangered species survey and present a copy of the results to County Project Manager.

5.3.4. Consultant will complete a phase one environmental survey (if applicable) and submit results to County Project Manager.

5.3.5. Consultant will complete a planned storm water and initial pond siting report and submit to County Project Manager for review.

5.3.6. Submitted plans will include "line and grade" plan view and:

5.3.6.1. Exceed the construction boundaries by 300 feet running longitudinally with the travelway and show existing conditions.

5.3.6.2. Include a cover page acceptable to County Project Manager.

5.3.6.3. Include County typical sections.

5.3.6.4. Include County general notes pages.

5.3.6.5. Show centerline of proposed roadway as the baseline of project. The baseline of survey and centerline of project shall match.

5.3.6.6. Show stationing with beginning and ending project station limits.

5.3.6.7. Show existing pavement striping (on additional sheet if needed for legibility).

5.3.6.8. Show existing conditions (grades, signalization, right-of-way, property lines, parcels, trees, driveways, fences, gates, utilities, everything relevant from the survey, etc.).

5.3.6.9. Show proposed edge of pavement on plans.

5.3.6.10. Show pond locations relative to roadways on plans.

5.3.6.11. Signal plans are to be initiated with proposed Pole locations on plans for review.

5.3.7. Submittal will include three (3) sets of review plans (11" x 17" paper to proper legible scale) and a CD with an electronic copy of submitted plans in pdf format, and an electronic file in an AutoCAD format identified by County of the submitted plans.

5.4. Deliverables at the 60% design submittal level:

5.4.1. A copy of the transmittals for the utility companies notified within the limits of the project for "red – brown – green" markups. All utilities within the project limits shall be notified.

5.4.2. A copy of all permit plans, permit package (including calculations if necessary) that will be submitted to required permitting agencies, or copy of a letter of request for exemption from needing a permit that will be sent to the permitting agency.

5.4.3. Two (2) signed and sealed copies of the Geotechnical Report with an electronic copy of submitted report in pdf format in submitted CD.

5.4.4. Submitted plans shall include the elements identified for a 'Phase I' submittal as defined in the Florida Greenbook, Vol 2, section 2.3.2.1 for the Drainage Map, Typical Sections, Project Layout, Plan and Profile, and Cross Sections sheets and include all items listed under the 30% submittal and:

5.4.4.1. All corrections made to the 30% reviewed plans addressing the comments made by County Project Manager.

5.4.4.2. Failure to make corrections to the 30% plans as identified by County Project Manager may result in the requirement of a resubmittal of 60% plans, when deemed necessary by County Project Manager.

5.4.4.3. Any problem areas that may exist with utilities noted on the plans.

5.4.4.4. Plan views, profile views, and cross section views (interval to be set by County Project Manager).

5.4.4.5. Show proposed stormwater management system.

5.4.4.6. Show the relevant Geotechnical information on the plans.

5.4.4.7. Show approximate location of listed species and/or environmental impacts.

5.4.4.8. Provide preliminary signal plans.

5.4.5. Submittal will include 3 sets of review plans (11" x 17" paper to proper legible scale) and a CD with an electronic copy in pdf format and in an AutoCAD format identified by County of the project and submitted plans.

5.4.6. Submittal of a technical memorandum providing the supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) Checklist.

5.5. Submittal to include Construction/Engineer cost estimates.

5.6. Deliverables at the 90% design submittal level:

5.6.1. A copy of all needed permits for the project approved by the permitting agency with an electronic copy in pdf format provided on the submittal CD.

5.6.2. A copy of an exemption letter from needing a permit from a permitting agency (if applicable) with an electronic copy in pdf format provided on the submittal CD.

5.6.3. An electronic copy (AutoCAD, pdf, etc.) of the 60% plan submittal "red – brown – green" markups from all utilities within the limits of the project shall be included on the submittal CD.

5.6.4. Copies of any correspondence between a utility and Consultant shall be provided to County Project Manager with an electronic copy in pdf format provided on the submittal CD.

5.6.5. Submitted plans shall include the elements identified for a 'Phase II' submittal as defined in the Florida Greenbook, Vol 2, section 2.3.2.2 for the Drainage Map, Typical Sections, Project Layout, Plan and Profile, Cross Sections, Retention/Detention Pond details, Signing and Pavement Marking Plans sheets and include all items listed under the 60% submittal and:

5.6.5.1. All corrections made to the 60% reviewed plans addressing the comments made by County Project Manager.

5.6.5.2. All corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups).

5.6.5.3. Failure to make corrections to the 60% plans as identified by County Project Manager may result in the requirement of a resubmittal of 90% plans, when deemed necessary by County Project Manager.

5.6.5.4. Proposed signing and pavement marking plans.

5.6.5.5. Signalization plans provided in accordance with the Florida Greenbook.

5.6.6. Three (3) signed and sealed copies of the signal warrant (if applicable) with an electronic copy in pdf format provided on the submittal CD.

5.6.7. Submittal will include 3 sets of review plans (11" x 17" paper to proper legible scale) and a CD with an electronic copy in pdf format and in an AutoCAD format identified by County of the project and submitted plans

5.6.8. Submittal to include updated Construction/Engineer cost estimates.

5.6.9. Submittal to include contract duration calculation and schedule.

5.6.10. Submittal to include of Lane Closure Analysis (for lane closures within on-system facilities).

5.7. Deliverables at the 100% design submittal level:

5.7.1. Submitted plans will include all items listed under the 90% submittal and:

5.7.1.1. All corrections made to the 90% reviewed plans addressing the comments made by County Project Manager.

5.7.1.2. All corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups if any).

5.7.2. Submittal will include three (3) sets of review plans (11" x 17" paper to proper legible scale) and a CD in AutoCAD format of the submitted plans

5.7.3. Submittal to include updated Construction/Engineer cost estimates.

5.8. Deliverables at the Final submittal level:

5.8.1. Two (2) copies each of all permits with pdf copy provided on submittal DVD.

5.8.2. Two (2) copies each of any agency permit exemption letter with pdf copy provided on submittal DVD.

5.8.3. Two (2) copies of any geotechnical reports with pdf copy all on submittal DVD.

5.8.4. Two (2) copies of any environmental reports with pdf copy all on submittal DVD.

5.8.5. Three (3) signed and sealed project plan record sets.

5.8.6. Ten (10) Hard Copies of the Original Signed and Sealed Sets clearly showing the engineers signature, date, and seal.

5.8.7. One (1) Scanned pdf copy of the Original Signed and Sealed Set clearly showing the engineers signature, date, and seal provided on the submittal DVD.

5.8.8. Provide (1) GIS-ready electronic file (shapefile or file geodatabase) and (1) KMZ file on submittal DVD.

6. INVOICE REQUIREMENTS

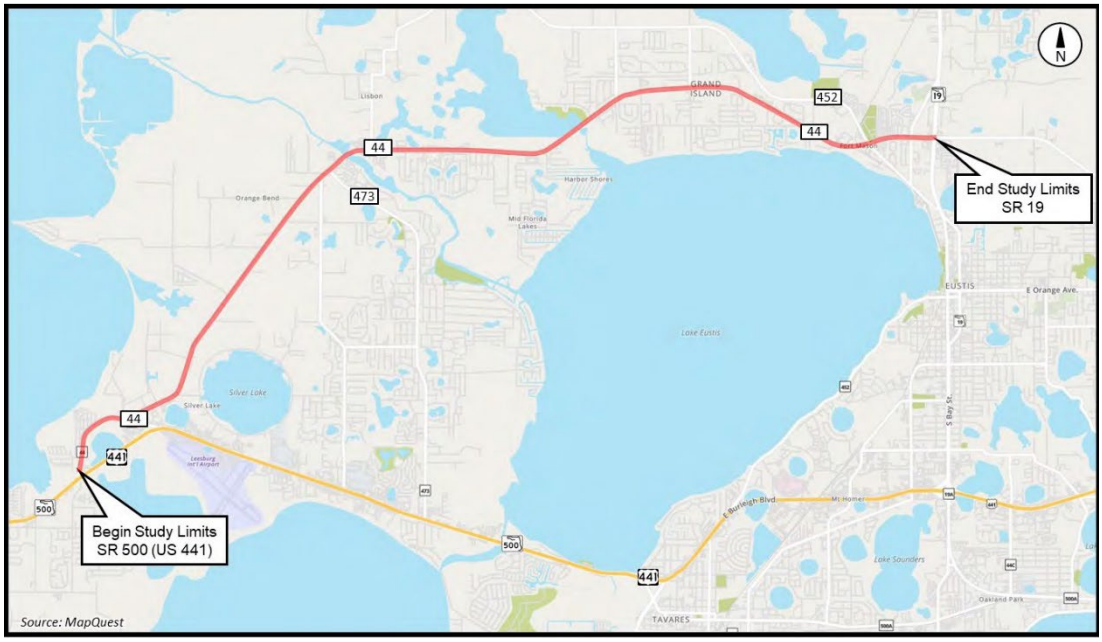
6.1. Consultant is free to submit required deliverable items before the listed submittal percentage level with the approval of County Project Manager

6.2. Design submittals will not be considered complete until all items listed under the appropriate design submittal level are delivered and approved by County

6.3. Invoices will be put thru for payment by County Project Manager only when County is in possession of all deliverables for the relevant submittal.

6.4. Advancement to the next design submittal level shall not take place until the previous submittal is approved by County and considered complete.

7. DESIGN AREA LOCATION



ATTACHMENT B – PRICING SCHEDULE

halff

VIA EMAIL jeff.earhart@lakecountyfl.gov

April 8, 2026

Jeff Earhart, P.E.
Engineering Director
Lake County Public Works
350 N. Sinclair Avenue
Tavares, FL 32778

RE: PROPOSAL/AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR CR 44 FROM US 441 TO SR 19 DESIGN SAFETY PROJECT, LAKE COUNTY, FLORIDA (HALFF 058078.001)
DRAFT #7
(LAKE COUNTY RSQ #24-934)

Dear Mr. Earhart:

Enclosed please find our proposal for civil engineering services necessary to complete the above-referenced project, as requested. Please provide our office with a Purchase Order. Should you have any questions, please feel free to contact me.

Sincerely,

HALFF

Duane K. Booth, P.E.
Operations Manager, V.P.
dbooth@halff.com

DKB:ab

Enclosure

halff

CR 44 FROM US 441 TO SR 19 DESIGN SAFETY PROJECT
FDOT FN# 453449-1-38-01

Project Description

CR 44 Design Safety Project shall consist of design services for safety improvements along CR 44 from US 441 to SR 19. The design will consist of 8-foot shoulders (4-foot minimum paved) along both sides of the roadway along certain segments of the corridor. Additional improvements shall consist of RRFB's and lighting at marked pedestrian crosswalks at Egret Lane/Rotary Drive and Turquoise Way, speed feedback sign at Sparrow Lane, turn lanes at Gator Bay Bar and Grill driveway, Camellia Drive and at Dura-Stress east driveway. Utility Coordination will take place along the complete project limits. Surveying, including topographic, above and below ground utilities, and right of way will be completed. Underground utility locating will be performed for the capturing of data by the surveyors. Geotechnical borings will be completed within areas of concern as required by the Design Engineer. Environmental services will be performed including, wetland field identification (as needed) and wildlife survey.

The corridor has been divided into three segments.

Segment #1 will begin at the change in pavement located approximately 500 feet north of US 441 and proceed along CR 44 (north/east) 100 feet east past Lock Road, approximately 22,704 lf, (4.30 miles). Within this segment there are existing and under construction developments that are improving sections of CR 44 within their property per approved plans by Lake County. HALFF will coordinate with Lake County on these areas for review of proposed work meeting the requirements of this project for shoulder widening, pavement surface, pavement markings and signage.

Segment #2 will begin at the end of the Haynes Creek Bridge, where the concrete bridge decking ends and the asphalt pavement begins and proceed along CR 44 (east) to Dawn Drive, approximately 6,864 lf (1.30 miles).

Segment #3 will begin at the end of the second entrance into the Lake County Fairgrounds (east side) and proceed along CR 44 (east) to SR 19, ending where change in pavement takes place, approximately 3,168 lf (0.60 miles).

Attached are the following Scope of Services and Fee Proposals for the HALFF Team:

Appendix A; HALFF Engineering	Fee: $441,411.84
Appendix B; HALFF Surveying	Fee: $220,661.21
Appendix C; HALFF Environmental/Cultural Resources	Fee: $25,987.19
Appendix D; Tierra	Fee: $76,658.20
Total Proposed Project	**Fee: $764,718.44**

APPENDIX A

HALFF ENGINEERING

SCOPE OF SERVICES AND FEE PROPOSAL

PHASE 100 HALFF ENGINEERING (DESIGN DEVELOPMENT and CONSTRUCTION PLAN PRODUCTION)

HALFF will provide the following services to assist with the development of the project:

- Coordinate directly with the Project Surveyors on project needs and review of the survey deliverable.
- Coordinate directly with the Project Environmental Engineer on the environmental assessment report and documentation.
- Coordinate directly with the Project Geotechnical Engineer on the project boring needs including pavement, shoulder and drainage areas as required.
- Conduct field review of project corridor with Design Team Members and County staff as required.
- Develop typical section designs for approval by Lake County.
- Develop horizontal design, cross section, and AutoCad files for project corridor.
- Review existing drainage patterns such that if any drainage structure modifications are required in order to maintain existing patterns, design will accommodate those changes.
- Review existing signage and pavement markings for compliance with current standards and codes.
- Coordination of documentation required for off-system (Non-SHS) LAP Projects, including Railroad Certification Memo, Utility Certification Memo, and all required Permits Memo.
- Coordinate with all franchise utility owner's within the project corridor during the design process. Obtain utility work schedules and/or letter of no impacts from franchise utility owner's.
- HALFF will prepare Division II and Division III specifications based on FDOT Standard Plans and Specifications and Florida Greenbook, latest editions. Lake County shall prepare the Division I Specifications.
- HALFF will look at most recent crash data for the entire project corridor to get a better understanding of accidents that have occurred and location of said accidents. This data will be utilized to assist with project design and safety upgrades to the existing roadway corridor.
- HALFF will investigate the and provide a memo explaining the existing condition of the pavement markings along the project corridor. Based on recommendations and approval from Lake County, HALFF will prepare design plans depicting remediations to existing pavement markings.
- HALFF will review any existing pavement condition data that Lake County has available and perform site investigations to determine the condition of the existing roadway pavement. Based on these finding, HALFF will make recommendations to Lake County for implantation into the Design Plans.
- HALFF will investigate existing signage along the project corridor for compliance with existing FDOT, MUTCD, Florida Greenbook, and Lake County standards and specifications, latest editions. This will include advance curve warning signage, curve signage, bus stop locations (Transit

and School), side street signage, speed limit signs, speed feedback signage and other signage that will improve the safety of the project corridor.

- Design westbound left turn lane into the Gator Bay Bar and Grill property. Including verifying existing drainage patterns, site distances, and grades.
- Design two-way left turn lane from Rhett Rd. (Dollar General) east to the existing left turn lane at Dura-Stress Drive. Including verifying existing drainage patterns, drainage structure relocation, guardrail relocation, utility relocation (power poles and facilities), coordination with Duke Energy for Transmission Easement harmonization, coordination with Florida Gas, and signage and pavement markings.
- Design of eastbound left turn lane at the Dura-Stress east entrance into their facility. Including verifying existing drainage patterns, drainage structures, driveway modification, coordination with Duke Energy, coordination with Florida Gas, grading, and signage and pavement markings.
- Design rectangular rapid flashing beacon signage at existing marked pedestrian crosswalks at Egret Ln./Rotary Dr. and Turquoise Way. Additionally, HALFF will investigate the possibility of additional signage and notification for the crosswalk at N. CR 19A.
- Design modifications to the existing eastbound right turn lane at SR 19. HALFF will provide documentation and design for extending this right turn lane to go beyond the entrance into the Publix Shopping Center, connecting to the existing eastbound right turn lane into this driveway.

HALFF will prepare the following Construction Plans and submittals for the project:
Roadway Plan Sheets:

- Key Sheet
- Summary of Pay Items
- Summary of Drainage Structures
- Typical Sections
- General Notes
- Project Layout
- Roadway Plan
- Drainage Structures
- Roadway Soil Survey
- Cross Sections
- Temporary Traffic Control Plan
- Utility Adjustment Plan
- Detail Plan
- SWPPP
- Signage and Pavement Marking Detail
- Signage and Pavement Marking Plan

All design and plans will be prepared to meet the requirements and standards utilized by the FDOT, including Florida Design Manual, Florida Greenbook, Standard Plans for Road and Bridge Construction, Standard Specifications for Road and Bridge Construction,

Utility Accommodation Manual, MUTCD and Lake County Standards, all latest editions.

HALFF shall make submittals to Lake County as outlined in the RSQ# 24-934, Exhibit A. Deliverables will be made at 30%, 60%, 90%, 100%, and Final design stages. A preliminary design exhibit will be provided prior to commencing full design to verify the project limits have been accepted by Lake County. Included in these submittals HALFF will prepare starting at the 60% stage, an Engineer's Opinion of Probable Costs, that will be updated at every submittal. HALFF will also coordinate with Lake County on providing responses to and coordinating with FDOT as part of the LAP process and project reviews that will be taking place concurrently with the submittals to Lake County.

SJRWMD permitting is not anticipated as the proposed project should be exempt from permitting per 62-330-051, FAC. Additionally, the proposed project is not anticipated to impact any wetlands or surface waters as avoidance to such impacts will be designed. HALFF will prepare a permit exemption verification package and submit to SJRWMD for verification and approval.

HALFF will coordinate with Lake County and the City of Leesburg as it relates to any programmed or approved developments along the project corridor. Utilizing this information, HALFF will work with Lake County as it relates to improvements within the vicinity of these developments and properly reflect these within the Construction Plans. Lake County to provide, as capable, AutoCad files for any improvements to be made along the project corridor by a development.

HALFF shall perform utility coordination with the identified 12 Franchise Utility Owner's along the project corridor. This coordination shall take place immediately after receiving the notice to proceed and will include the verification of facilities within the project corridor and a request to obtain any existing as-built information or documents depicting facility locations. Through the course of the design development, HALFF will be providing to the UAO's plan sets and request that they utilize the RGB methodology for facility coordination. HALFF shall coordinate all conflicts, modifications, relocations, or new facilities with all UAO's. HALFF shall require all UAO's provide documentation verifying no conflicts, relocation schedules (if necessary), estimate cost for relocations (if necessary), and any potential Lake County costs for relocations if said facilities are within easements.

HALFF shall provide coordination efforts during the entire duration of the proposed project including the following:

- Attending Project Kickoff Meeting and one (1) Public Meeting, preparing for meetings, preparing agendas, and preparing minutes.
- Attending monthly project progress meetings (either in person or virtual).
- Attending four phase review meetings (either in person or virtual) at the 30%, 60%, 90%, and 100%.

HALFF Engineering **Fee: $441,411.84**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 44 DESIGN SAFETY PROJECT
County: LAKE
FPN: 453449-1-38-01
FAP No.: D524 085 B

Consultant Name: HALFF, INC., ENGINEERING
Consultant No.: 58078.001
Date: 4/8/2026
Estimator: BDB

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Engineer	Engineer 2	Engineer 1	Project Manager 1	Engineering Intern	Chief Designer	Senior Designer	CADD/Computer Technician	Secretary/Clerical	Not Used	Not Used	Not Used	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$116.03	$76.92	$50.00	$67.31	$39.42	$58.17	$55.00	$42.11	$29.25	$0.00	$0.00	$0.00			
3. Project Common and Project General Tasks	121	3	3	3	6	0	30	0	0	76	0	0	0	121	$5,101	$42.16
4. Roadway Analysis	1,547	15	77	310	186	263	464	77	155	0	0	0	0	1,547	$83,803	$54.17
5. Roadway Plans	347	3	17	35	17	63	52	52	108	0	0	0	0	347	$17,466	$50.33
6a. Drainage Analysis	52	1	2	10	8	12	16	0	3	0	0	0	0	52	$2,838	$54.59
6b. Drainage Plans	72	1	4	6	6	11	4	18	22	0	0	0	0	72	$3,710	$51.53
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	139	1	0	14	49	20	13	0	14	28	0	0	0	139	$7,067	$50.84
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	90	1	5	18	9	26	27	4	0	0	0	0	0	90	$4,822	$53.58
20. Signing & Pavement Marking Plans	182	2	9	18	27	46	9	36	35	0	0	0	0	182	$9,432	$51.83
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	2,550	27	117	414	308	441	615	187	337	104	0	0	0	2,550		
Total Staff Cost		$3,132.81	$8,999.64	$20,700.00	$20,731.48	$17,384.22	$35,774.55	$10,285.00	$14,191.07	$3,042.00	$0.00	$0.00	$0.00		**$134,240.77**	**$52.64**

Check = $134,240.77

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:						$134,240.77
OVERHEAD:			194.28%			$260,802.97
OPERATING MARGIN:			29%			$38,929.82
FCCM (Facilities Capital Cost Money):			1.5210%			$2,041.80
EXPENSES:			4.02%			$5,396.48
Survey (Field - if by Prime)	0	2-person crew days @	$ -	/ day		$0.00
SUBTOTAL ESTIMATED FEE:						**$441,411.84**
Subconsultant:	HALFF SURVEY					$220,661.21
Subconsultant:	HALFF ENVIRONMENTAL/CULTURAL RESOURCES					$25,987.19
Subconsultant:	TIERRA					$76,658.20
Subconsultant:	Sub 1					$0.00
Subconsultant:	Sub 2					$0.00
Subconsultant:	Sub 3					$0.00
Subconsultant:	Sub 4					$0.00
Subconsultant:	Sub 5					$0.00
Subconsultant:	Sub 6					$0.00
Subconsultant:	Sub 7					$0.00
Subconsultant:	Sub 8					$0.00
Subconsultant:	Sub 9					$0.00
SUBTOTAL ESTIMATED FEE:						**$764,718.44**
Geotechnical Field and Lab Testing						$0.00
SUBTOTAL ESTIMATED FEE:						**$764,718.44**
Optional Services						$0.00
GRAND TOTAL ESTIMATED FEE:						**$764,718.44**

Project Activity 3: General Tasks

Estimator: CR 44 DESIGN SAFETY PROJECT

453449-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
HALFF, INC.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Preparing Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	2	2	
3.1.10	Public Meeting Attendance/Followup	LS	1	4	4	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
	3.1 Public Involvement Subtotal				**6**	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	16	16	
3.3.2	Estimated Quantities Report Preparation	Report	0	Calculated Hours	0	
		Components	0	0		
3.4	Contract Maintenance and Project Documentation	LS	1	30	30	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	39	39	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Digital Delivery	LS	1	30	30	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					**121**	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	2	2	4	
Drainage	EA	0	0	0	
Selective C&G	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	1	2	2	Kickoff meeting with Survey on Project
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	12	2	24	INCLUDES KICK OFF MEETING, MONTHLY MEETINGS INCLUDES TIME FOR AGENDA AND MINUTES

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Phase Reviews		EA	5	1	5	30%, 60%, 90%, 100%, FINAL
Field Reviews		EA	2	2	4	
Total Project Manager Meetings			22		39	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to Column D.**

Estimator:

4. Roadway Analysis Staff Hours

CR 44 DESIGN SAFETY PROJECT
453449-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
HALFF, INC.		

NOTE: Signature Block is optional, per District preference

How to Use This Form

Video Tutorials - Short Webinars for each Staff Hour Form

Calculated hours represent the expected effort to complete each task based on project parameters and should be considered a starting point for staff hour negotiations. The Consultant and Department staff must jointly determine the appropriate staff hours to fully cover the effort.

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3. Most "Project Parameter" cells will have a brief explanation of what should be inserted in the cell, this information is displayed by selecting a cell and hovering over that cell with your cursor.
4. All cells designed not to be edited by the user have been locked for the users convenience to avoid accidental edits of formulas, text, etc. If you recognize any errors in the locked cells, please contact the Staff Hour Forms Manager listed below.

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
	What is the overall project complexity? (See Roadway Guidelines)			Low					
4.1	Typical Section Package	Cover	1		6	0	0	6	
		Typical	4	2-Lane FS & Ramps	24	0	0	24	
		Typical	0	2-Lane C & Multi-Lane FS	0	0	0	0	
		Typical	0	LA w/ Barrier & Multi-Lane C	0	0	0	0	
4.2	Pavement Type Selection Report	Report	0		0	0	0	0	
4.3	Pavement Design Package	Report & Assembly	0	Low	0	0	0	0	
		Pavt Designs	0	Travel/Aux. Lanes	0	0	0	0	
		Pavt Designs	0	Other Roads & Shoulders	0	0	0	0	
4.4	Cross Slope Analysis (lanes and shoulders)	X-Slope Assessment	6.00	Undivided Roadway	9	0	0	9	
		X-Slope Assessment	0.00	Divided Roadway	0	0	0	0	
		Concepts for Corrections	0		0	0	0	0	
4.5	Safety Analysis	HSM Assessment	0		0	0	0	0	
		Crash Analysis	1	Standard	24	0	0	24	
4.6	Design Analysis	Monitor Exist. Structures	1	Low	4	0	0	4	
		Access Management	6.00	Low	24	0	0	24	
4.7	Operational Analysis	Roundabout	0	1x1 Roundabout	0	0	0	0	
		Roundabout	0	1x2 Roundabout	0	0	0	0	
		Roundabout	0	2x2 Roundabout	0	0	0	0	
4.8	Design Reports	RRR	0		0	0	0	0	
		Other Reports			0	0	0	0	
4.9	Design Variations and Exceptions	Variation Memo	0		0	0	0	0	
		Formal Variation	0		0	0	0	0	
		Design Exception	0		0	0	0	0	
4.10	Master Design File Setup & Maintenance, Model Management Plan	LS	1	Low	30	0	0	30	
4.11	Horizontal /Vertical Master Design Files	Mainline	6.00	Low	1050	0	0	1050	
		Side Road & Ramps	0.50	Low	88	0	0	88	
		Frontage Road	0.00	Low	0	0	0	0	
	3D Modeling Development	Mainline	0.00	Low	0	0	0	0	
		Side Road & Ramps	0.00	Low	0	0	0	0	
		Frontage Road	0.00	Low	0	0	0	0	
		AMG Files	0	Low	0	0	0	0	
4.12	TTCP Analysis	LS	1	Low	20	0	0	20	
	TTCP Master Design Files	Length (Phase-Miles)	1.00	Low	0	0	0	0	
		Pedestrian	1		0	0	0	0	
	TTCP 3D Modeling (Isolated Locations)	Locations	0		0	0	0	0	
4.13	Utility Data Collection & Analysis	LS	1	Low	6	0	0	6	
4.14	Roadway Quantities for EQ Report	Length (Miles)	6.00	Low	36	0	0	36	
		Interchanges Rest Areas	0		0	0	0	0	

4.14		Validation	0	Low	0	0	0	0		
	TTCP Quantities for EQ Report	Major Phases	2		0	0	0	0		
4.15	Cost Estimate	Engineer Estimate	3	Low	30	0	0	30		
		LRE Updates	0	Low	0	0	0	0		
4.16	Technical or Modified Special Provisions	TSPs & MSPs	2		12	0	0	12		
4.17	Other Roadway Tasks	Other Analysis			0	0	0	0		
				Roadway Analysis Technical Subtotal	**1363**	**0**	**0**	**1363**		**Please contact the Staff Hour Forms Manager below for further assistance.** Ryan Buck, P.E. Project Management Support Engineer Ryan.Buck@dot.state.fl.us (850)414-4343
4.18	Quality Assurance/Quality Control	LS	1	5%	69	0	0	69		
4.19	Supervision	LS	1	5%	69	0	0	69		
4.20	Roadway Meetings (listed below)	Meetings	0		0	0	0	0		
		Travel Time			0	0	0	0		
4.21	Field Reviews (listed below)	LS			0	0	0	0		
				Roadway Analysis Non-Technical Subtotal	**138**	**0**	**0**	**138**		
4.22	Coordination	LS	1	3%	46	0	0	46		
				4. Roadway Analysis Total	**1547**	**0**	**0**	**1547**		

Carries to Summary Tab

Technical Meetings	# Meetings Designer	Travel Time (Hours)	# Meetings PM	Documentation
Typical Section	0	0	0	
Pavement Design	0	0	0	
Access Management / Driveways	0	0	0	
15% Line and Grade	0	0	0	
RRR / ECAR Resolution	0	0	0	
Local Governments (cities, counties, MPO)	0	0	0	
Work Zone Traffic Control	0	0	0	
30/60/90/100% Comment Review Meetings	0	0	0	
Utility Coordination	0	0	0	
Other Meetings	0	0	0	
Subtotal Technical Meetings	**0**	**0**	**0**	
Progress Meetings (if required by FDOT)	0	0		
Phase Review Meetings	0	0		
Total Roadway Meetings	**0**	**0**		

Field Reviews	# of Staff	Site Time (per staff)	Travel Time (per staff)	Total Hours
Field Review #1	0	0	0	0
Field Review #2	0	0	0	0
Field Review #3	0	0	0	0
Field Review #4	0	0	0	0
Plans-in-hand Field Review	0	0	0	0
			Total Field Review Hours	**0**

Estimator:

5. Roadway Plans Staff Hours

CR 44 DESIGN SAFETY PROJECT
453449-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
HALFF, INC.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
	What is the overall project complexity? (See Roadway Guidelines)			Low					
5.1	Key Sheet		1		4	0	0	4	
	Signature Sheet		1		2	0	0	2	
5.2	Typical Section Sheets	Typical Sections w/ CADD	4		16	0	0	16	
		Typical Sections w/o CADD	0		0	0	0	0	
		Partial Sections	0		0	0	0	0	
5.3	Cross Slope Correction Details	Pavement Segments	0		0	0	0	0	
5.4	General Notes/Pay Item Notes		1	Standard	9	0	0	9	
5.5	Project Layout/Model Management		1		6	0	0	6	
5.6	Plan View (Plan Sheets)	Length (Miles)	6.00	Low	120	0	0	120	
		Interchange	0		0	0	0	0	
		Roundabout	0		0	0	0	0	
5.7	Profile View (Plan/Profile Sheets)	Length (Miles)	0.00	Flush Shoulder	0	0	0	0	
		Length (Miles)	0.00	Curbed	0	0	0	0	
5.8	Special Profiles	Driveway Curb Return	0		0	0	0	0	
		Intersection RR Xing	0		0	0	0	0	
5.9	Sidewalk Profiles	Length (Miles)	0.00		0	0	0	0	
5.10	Interchange Layout Sheet	Interchange	0	Standard 2 Levels	0	0	0	0	
			0	Complex 3+ Levels	0	0	0	0	
5.11	Details	Ramp Terminal	0		0	0	0	0	
		Intersection Layout	0		0	0	0	0	
		Special	0		0	0	0	0	
5.12	Soil Survey Sheets		1		2	0	0	2	
5.13	Cross Sections	Alignments	1		4	0	0	4	
5.14	Temporary Traffic Control Plan	TTC Notes	1		4	0	0	4	
		Length (Miles)	6.00	Low	0	0	0	0	
		Critical Cross Sections	0		0	0	0	0	
		TTC Details	3		24	0	0	24	
5.15	Utility Adjustment Sheets	Length (Miles)	6.00	Standard	120	0	0	120	
5.16	Project Control Sheets		1		4	0	0	4	
5.17	Utility Verification Data (SUE)		0		0	0	0	0	
	Roadway Plans Technical Hours Subtotal				315	0	0	315	
5.18	Quality Assurance/Quality Control	%	1	5%	16	0	0	16	
5.19	Supervision	%	1	5%	16	0	0	16	
	Roadway Plans Total				347	0	0	347	

Carries to Summary Tab

How to Use This Form

Video Tutorials - Short Webinars for each Staff Hour Form

Calculated hours represent the expected effort to complete each task based on project parameters and should be considered a starting point for staff hour negotiations. The Consultant and Department staff must jointly determine the appropriate staff hours to fully cover the effort.

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Please contact the Staff Hour Forms Manager below for further assistance.

Ryan Buck, P.E.
Project Management Support Engineer
Ryan.Buck@dot.state.fl.us
(850)414-4343

Estimator:

6a. Drainage Analysis Staff Hours

CR 44 DESIGN SAFETY PROJECT
453449-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
HALFF, INC.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
6a.1	Base Clearance Analysis	Locations	0		0	0	0	0	
		Report	0		0	0	0	0	
6a.2	Hydroplaning Analysis	LS	0		0	0	0	0	
6a.3	Existing Permit Analysis	LS	0		0	0	0	0	
6a.4	Utility Conflict Matrix (for drainage structures)	LS	0		0	0	0	0	
6a.5	Noise Barrier Drainage Analysis	Wall Length (Miles)	0.00		0	0	0	0	
6a.6	Temporary Drainage Analysis	LS	0		0	0	0	0	
6a.7	Pond Siting Analysis and Report	Basins	0		0	0	0	0	
		Report	0		0	0	0	0	
6a.8	Analysis of Pipe Video Inspection Report	LS	0		0	0	0	0	
6a.9	Bridge Hydraulic Report (Canal Crossing or Ped Bridge)	Canal Xing or Ped Bridge	0		0	0	0	0	
	Bridge Hydraulic Report (Main Bridge, Non-Tidal)	w/o Relief Bridges	0		0	0	0	0	
		With Relief Bridges	0		0	0	0	0	
		No-Rise	0		0	0	0	0	
	Bridge Hydraulic Report (Main Bridge, Tidal)	w/o Relief Bridges	0		0	0	0	0	
		With Relief Bridges	0		0	0	0	0	
		No-Rise	0		0	0	0	0	
	Wave Modeling	Wave Modeling	0		0	0	0	0	
6a.10	Design of Minor Cross Drains	Cross Drains	0	Simple	0	0	0	0	
			2	Standard	18	0	0	18	
			0	Complex	0	0	0	0	
	Design of Major Cross Drains	Cross Drains	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
6a.11	Design of Ditches and Side Drains	Ditches (Miles)	0.00	Simple	0	0	0	0	
			1.00	Standard	20	0	0	20	
			0.00	Complex	0	0	0	0	
		Side Drains	0		0	0	0	0	
6a.12	Design of Stormwater Management Facility	Ponds	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
		Cells	0		0	0	0	0	
6a.13	Design of Floodplain Compensation	Basins	0		0	0	0	0	
6a.14	Design of Storm Drains	Drainage Structures	0		0	0	0	0	
		Non-Standard Structures	0		0	0	0	0	
6a.15	Optional Culvert Material	Drainage Pipes	0		0	0	0	0	
6a.16	Design of Trench Drains	Each	0		0	0	0	0	
6a.17	Design of French Drain Systems	Cell	0		0	0	0	0	
	Evaluation of Existing French Drain Systems	Cell	0		0	0	0	0	

How to Use This Form

Video Tutorials - Short Webinars for each Staff Hour Form

Calculated hours represent the expected effort to complete each task based on project parameters and should be considered a starting point for staff hour negotiations. The Consultant and Department staff must jointly determine the appropriate staff hours to fully cover the effort.

1. All items in **RED** font are for the user to edit cell.
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3. Most "Project Parameter" cells will have a brief explanation of what should be inserted in the cell, this information is displayed by selecting a cell and hovering over that cell with your cursor.
4. All cells designed not to be edited by the user have been locked for the users convenience to avoid accidental edits of formulas, text, etc. If you recognize any errors in the locked cells, please contact the Staff Hour Forms Manager listed below.

6a.18	Design of Drainage Wells	Wells	0		0	0	0	0		
6a.19	Stormwater Runoff Control Concept	Length (Miles)	0.00		0	0	0	0		
6a.20	Other Drainage Tasks	LS			0	0	0	0		
6a.21	Drainage Design Documentation Report	Report	0		0	0	0	0		
		Exhibits	0		0	0	0	0		
6a.22	Drainage Quantities for EQ Report	LS	0		0	0	0	0		
6a.23	Cost Estimate	Engineer Estimate	3	Simple	6	0	0	6		
		LRE Updates	0		0	0	0	0		
6a.24	Technical or Modified Special Provisions	TSPs & MSPs	0		0	0	0	0		
				Drainage Analysis Technical Subtotal	**44**	**0**	**0**	**44**		**Please contact the Staff Hour Forms Manager below for further assistance.** Ryan Buck, P.E. Project Management Support Engineer Ryan.Buck@dot.state.fl.us (850)414-4343
6a.25	Quality Assurance/Quality Control	LS	1	5%	3	0	0	3		
6a.26	Supervision	LS	1	5%	3	0	0	3		
6a.27	Drainage Meetings (listed below)	Meetings	0		0	0	0	0		
		Travel Time			0	0	0	0		
6a.28	Field Reviews (listed below)	LS			0	0	0	0		
				Drainage Analysis Non-Technical Subtotal	**6**	**0**	**0**	**6**		
6a.29	Coordination	%	1	3%	2	0	0	2		
				Drainage Analysis Total	**52**	**0**	**0**	**52**		

Carries to Summary Tab

Technical Meetings	# Meetings Designer	Travel Time (Hours)	# Meetings PM	Documentation
Base Clearance Water Elevation	0	0	0	
Pond Siting	0	0	0	
Agency	0	0	0	
Local Governments (cities, counties)	0	0	0	
FDOT Drainage	0	0	0	
Utility Coordination	0	0	0	
Other Meetings	0	0	0	
Subtotal Technical Meetings	**0**	**0**	**0**	
Progress Meetings (if required by FDOT)	0	0		
Phase Review Meetings	0	0		
Total Drainage Meetings	**0**	**0**		

Field Reviews	# of Staff	Site Time (per staff)	Travel Time (per staff)	Total Hours
Field Review #1	0	0	0	0
Field Review #2	0	0	0	0
Field Review #3	0	0	0	0
Field Review #4	0	0	0	0
Plans-in-hand Field Review	0	0	0	0
			Total Field Review Hours	**0**

6b. Drainage Plans

Estimator:

6b. Drainage Plans Staff Hours

CR 44 DESIGN SAFETY PROJECT
453449-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
6b.1	Drainage Map (Including Interchanges)	Length (Miles)	6.00	Simple	60	0	0	40	
6b.2	Bridge Hydraulics Recommendation Sheets	Bridges	0		0	0	0	0	
6b.3	Drainage Structures	Drainage Structures	0		0	0	0	0	
		Details	0		0	0	0	0	
6b.4	Lateral Ditches	Ditches	3	Standard	24	0	0	24	
			0	Complex	0	0	0	0	
		Cross Section Alignments	0		0	0	0	0	
6b.5	Retention/Detention/Floodplain Compensation Ponds	Ponds	0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
		Cross Section Alignments	0		0	0	0	0	
Drainage Plans Technical Subtotal					**84**	**0**	**0**	**64**	
6b.6	Quality Assurance/Quality Control	%	1	5%	5	0	0	4	
6b.7	Supervision	%	1	5%	5	0	0	4	
Drainage Plans Total					**94**	**0**	**0**	**72**	

Project Activity 7: Utilities

Estimator:

CR 44 DESIGN SAFETY PROJECT
453449-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
HALFF, INC.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	1	1	Meeting is listed below
7.2	Identify Existing Utility Agency Owner(s)	LS	12	1	6	12 UTILITY OWNERS X 0.5 HOURS EACH
7.3	Make Utility Contacts	LS	12	1	6	12 UTILITY OWNERS X 0.5 HOURS EACH
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	0	0	Meeting is listed below
7.6	Individual/Field Meetings	LS	1	6	6	Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	12	1	12	12 UTILITY OWNERS X 1 HOUR EACH
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	12	12	Meeting is listed below
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	12	2	24	12 UTILITY OWNERS X 2 HR EACH
7.11	Utility Coordination/Followup	LS	12	4	48	12 UTILITY OWNERS X 4 HR EACH
7.12	Utility Constructability Review	LS	12	2	24	12 UTILITY OWNERS X 2 HR EACH
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	

Project Activity 7: Utilities

7. Utilities Total	139	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	1	1	1			0
Preliminary Meeting (see 7.5)	EA	12	0	0			0
Individual UAO Meetings (see 7.6)	EA	12	0.5	6	12 UTILITY OWNERS 0.5 HOURS EACH		0
Field Meetings (see 7.6)	EA	12	0	0			0
Design Meeting (see 7.9)	EA	12	1	12	12 UTILITY OWNERS 1 HOUR EACH		0
Other Meetings *(this is automatically added into Utilities Total (cell F27))*	EA	0	0	0			0
Total Meetings				**19**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Carries to Tab 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

CR 44 DESIGN SAFETY PROJECT
453449-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
HALFF, INC.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Signing and Pavement Marking Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	S&PM Quantities for EQ Report	Length (Miles)	6.00	Calculated Hours	30	
		Complexity	Low Range			
		Interchanges Rest Areas	0	26		
19.8	Cost Estimate	LS	1	40	40	
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					**70**	
19.11	Field Reviews	LS	1	8	8	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	4	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	4	
Signing and Pavement Marking Analysis Nontechnical Subtotal					**16**	
19.16	Coordination	LS	%	5%	4	
19. Signing and Pavement Marking Analysis Total					**90**	

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	0	0	0			0
Queue Length Analysis	EA	0	0	0			0
Local Governments (cities, counties)	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				**0**		**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings				**0**		**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 19.12

Carries to Tab 3

Estimator:

20. Signing and Pavement Marking Plans Staff Hours

CR 44 DESIGN SAFETY PROJECT
453449-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
HALFF, INC.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
20.1	Key Sheet		1		4	0	0	4	
	Signature Sheet		1		2	0	0	2	
20.2	General Notes/Pay Item Notes		1	Simple	6	0	0	6	
20.3	Project Layout				0	0	0	0	
20.4	Plan Sheet	Length (Miles)	6.00	Low	84	0	0	84	
		Sig Intersection Mid-Block Xing	32		64	0	0	64	
		Interchange Roundabout	0		0	0	0	0	
		Rest Area Toll Facility	0		0	0	0	0	
20.5	Special Details	Details	2	Simple	4	0	0	4	
			0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
20.6	Service Point Details	Service Point	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
20.7	Guide Sign Data	Sign Panel	0		0	0	0	0	
20.8	Cross Sections (Sign Installations)	Multi-post signs	0		0	0	0	0	
		Overhead Sign Structures	0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
	S&PM Plans Technical Hours Subtotal				**164**	**0**	**0**	**164**	
20.9	Quality Assurance/Quality Control	%	1	5%	9	0	0	9	
20.10	Supervision	%	1	5%	9	0	0	9	
	S&PM Plans Total				**182**	**0**	**0**	**182**	

Carries to Summary Tab

How to Use This Form

Video Tutorials - Short Webinars for each Staff Hour Form

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Please contact the Staff Hour Forms Manager below for further assistance.

Ryan Buck, P.E.
Project Management Support Engineer
Ryan.Buck@dot.state.fl.us
(850)414-4343

APPENDIX B

HALFF SURVEYING

SCOPE OF SERVICES AND FEE PROPOSAL

PHASE 200 SURVEY

Prior to beginning survey work, HALFF shall request from Lake County Right of Way Supervisor a copy of the Right of Way package. HALFF shall recover sufficient monumentation to establish the existing right of way lines according to available Public Records. HALFF shall establish, recover, re-establish project alignment for use in design. Existing, relevant property information within the survey areas will be identified such as deed lines, plat lines, designated roads, right of way lines, easements, or other matters of public record or information referenced within title report (provided by Lake County in Right of Way Package).

HALFF shall prepare a Record Survey for the engineering design and safety improvements along CR 44 defined within the above-described roadway segments. Topographic coverage will be collected within the right of way lines for project limits of proposed improvements. The survey will include spot elevations at 100-foot stations to determine 1 foot contour intervals. Elevations will be based on North American Vertical Datum of 1988 (NAVD88). The survey will also include establishing public rights of way or lack thereof per furnished right of way package. All surface improvements will be located within the right of way including above ground utilities, driveways, sidewalks, guardrail, mailboxes, fences, and trees.

Horizontal utility locations will be completed to designate the horizontal positions for, but not limited to buried power, water, force main, sanitary sewer, gas, telephone, fiber, and CATV in the following locations:

Segment 1:

A). CR 473 to Variety Rd. 15 feet from edge of pavement. (approx. 1,100 ft)
B). E. Treasure Island Ave. to approximately 1,300 ft south of Treasure Island Rd. (approx. 2,450ft)
C). N. Silver Lake Rd. to Shady Acres Rd. (approx. 3,100 ft.)

Segment 2:

Locating will begin at the end of the Haynes Creek Bridge, where the concrete bridge decking ends and the asphalt pavement begins and proceed along CR 44 (east) to Dawn Drive, approximately 6,864ft (1.30 miles).

Segment 3:

A). Intersection of Egret Ln./Rotary Drive & CR 44. One Hundred (100) feet in each direction from the intersection.
B). Intersection of Turquoise Way & CR 44. One Hundred (100) feet in each direction from the intersection.
C). From 100 feet west of the intersection for the Publix Entrance (South side) 7-11 Entrance (North Side), to the beginning of the white pavement marking for the right turn lane at SR 19. (+/-450 ft).

Including in this effort will be the capturing of flagged underground utility locates. Invert elevations on any existing sewer manholes and storm structures will be measured and shown on the survey.

Any wetland flags along this segment of the project will also be surveyed and included in the survey. Location of all side streets to 50 feet beyond the existing right of way to be included. Survey will also include all existing pavement markings and signage along the corridor limits.

This Phase does not include any Right of Way Mapping or title research.

HALFF will provide a Final signed and sealed survey to Lake County. Upon final approval, HALFF will submit three (3) signed and sealed copies of the survey, along with an electronic file in AutoCad format.

HALFF Survey **Fee: $220,661.21**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: CR 44 DESIGN SAFETY PROJECT
County: LAKE
FPN: 453449-1-38-01
FAP No.: D524 085 B

Consultant Name: HALFF SURVEYING
Consultant No.: 58078.001
Date: 3/6/2026
Estimator: BDB

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Surveyor	Senior Surveyor 1	Survey Project Manager	SUR SUE Technician 2	Not Used	Not Used	Not Used	Not Used	Not Used	Not Used	Not Used	Not Used	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$74.52	$63.94	$44.23	$23.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project Common and Project General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	330	59	60	152	59	0	0	0	0	0	0	0	0	330	$16,313	$49.43
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	154	15	31	108	0	0	0	0	0	0	0	0	0	154	$7,877	$51.15
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	484	74	91	260	59	0	0	0	0	0	0	0	0	484		
Total Staff Cost		$5,514.48	$5,818.54	$11,499.80	$1,357.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$24,189.82**	**$49.98**

Check = $24,189.82

SALARY RELATED COSTS:					$24,189.82
OVERHEAD:		194.28%			$46,995.98
OPERATING MARGIN:		29%			$7,015.05
FCCM (Facilities Capital Cost Money):		1.5210%			$367.93
EXPENSES:		4.02%			$972.43
SUBTOTAL ESTIMATED FEE:					**$79,541.21**
Survey (Field)	98	2-person crew	$ 1,440.00	/ day	$141,120.00
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$220,661.21**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$220,661.21**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

Estimator:

CR 44 DESIGN SAFETY PROJECT
453449-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
HALFF SURVEYING		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									
	2-Lane Roadway	Mile	6.00	1.00	6.00	1.00	6.00	2.00	12.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line									
	2-Lane Roadway	Mile	6.00	1.00	6.00	1.00	6.00	2.00	12.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									
		Mile	6.00	2.00	12.00	1.00	12.00	4.00	48.00	
27.4	Aerial Targets			Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	**"A"**		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	**"B"**		Units/Day						
	Non Alignment Points/Approximate	EA	42.00	12.00	3.50	1.00	3.50	2.00	7.00	Horizontal and Vertical Control Points, 7 points per mile, 800 ft spacing
27.6	Topography/DTM (3D)									

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
		Mile	6.00	4.50	27.00	1.00	27.00	2.00	54.00	
27.7	Planimetric (2D)									
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/Profiles									
		Mile			0.00		0.00		0.00	
27.9	Side Street Surveys									
		Mile	1.00	2.00	2.00	1.00	2.00	4.00	8.00	

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.10	Underground Utilities									
	Designates	Mile/Site	2.68	6.00	16.08		0.00		0.00	
	Locates	Point			0.00		0.00		0.00	
	Survey		100%	16.08	16.08	2.70	43.42	3.00	48.24	
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						
		EA			0.00		0.00		0.00	
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						
		EA	214	42	5.10	1.00	5.10	1.00	5.10	
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block			0.00		0.00		0.00	
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.26	Line Cutting									
		Mile			0.00					
27.27	Work Zone Safety									
			45	0.105	4.73					
27.28	Vegetation Survey									
		LS							0	
27.29	Tree Survey									
		LS							0	
27.30	Miscellaneous Surveys									
					0.00		0.00		0.00	
Survey Subtotal				**Crew Days**	**98**	**Field Support Hours**	**105**	**Office Support Hours**	**194**	
27.31	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
				98	0		0		0	
27.32	Document Research	Units								
									0	
27.33	Field Reviews	Units								
									0	
27.34	Technical Meetings	LS								
			0.00						0	
27.35	Quality Assurance / Quality Control	LS								
								5%	10	
27.36	Supervision	LS								
								5%	15	
27.37	Coordination	LS								
								3%	6	
27. Survey Total				**Crew Days**	**98**	**Field Support Hours**	**105**	**Office Support Hours**	**225**	

SPLS =
PLS =
Office Support =
Total Hours = 330

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number	Comments
Kickoff Meeting with FDOT	EA	0	0	0		0	

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
	Baseline Approval Review	EA	0	0	0				0	
	Network Control Review	EA	0	0	0				0	
	Vertical Control Review	EA	0	0	0				0	
	Local Governments (cities, counties)	EA	0	0	0				0	
	Final Submittal Review	EA	0	0	0				0	
	Other Meetings	EA	0	0	0				0	
	Subtotal Technical Meetings				**0**			**Subtotal PM Meetings**	0	
	Progress Meetings (if required by FDOT)	EA	0	0	0		**		- -	
	Phase Review Meetings	EA	0	0	0		**		- -	
	Total Meetings				**0**			**Total PM Mtgs (carries to Tab 3)**	**0**	

Carries to 27.34 Carries to Tab 3

**** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

Estimator:

29. Mapping Staff Hours

CR 44 DESIGN SAFETY PROJECT
453449-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
HALFF SURVEYING		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
Master CADD File									
29.1	Alignment	Length (Miles)	6.00	Simple	12	0	0	12	
29.2	Section and 1/4 Section Lines	Section	8	Standard	16	0	0	16	
29.3	Subdivisions	Block	0		0	0	0	0	
29.4	Property Lines	Tract	0		0	0	0	0	
29.5	Existing R/W	Length (Miles)	6.00	Simple	48	0	0	48	
29.6	Topography	Length (Miles)	6.00	Standard	12	0	0	12	
29.7	Parent Tract Properties/Existing Easements	Parcel	0		0	0	0	0	
29.8	Proposed R/W Requirements	Parcel	0		0	0	0	0	
29.9	Limits of Construction	Length (Miles)	5.50		11	0	0	11	
29.10	Jurisdictional/Agency Lines	Linear Mile	0.00		0	0	0	0	
Sheet Files									
29.11	Control Survey Cover Sheet	LS	1		8	0	0	8	
29.12	Control Survey Key Sheet	Sheet (24" X 36")	3		0	0	0	22	
29.13	Control Survey Detail Sheet	Sheet (24" X 36")	0		0	0	0	0	
29.14	R/W Map Cover Sheet	LS	0		0	0	0	0	
29.15	R/W Map Key Sheet	Sheet (24" X 36")	0		0	0	0	0	
29.16	R/W Map Detail Sheet	Sheet (24" X 36")	0		0	0	0	0	
29.17	Maintenance Map Cover Sheet	LS	0		0	0	0	0	
29.18	Maintenance Map Key Sheet	Sheet (24" X 36")	0		0	0	0	0	
29.19	Maintenance Map Detail Sheet	Sheet (24" X 36")	0		0	0	0	0	
29.20	Reference Point Sheet	EA	0		0	0	0	0	
29.21	Project Control Sheet	Sheet (24" X 36")	0		0	0	0	0	
29.22	Table of Ownerships Sheet	Parcel	0		0	0	0	0	
Miscellaneous Surveys & Sketches									
29.23	Parcel Sketches	Parcel	0		0	0	0	0	
29.24	TIITF Sketches	Parcel	0		0	0	0	0	
29.25	Other Specific Purpose Survey(s)	EA	0		0	0	0	0	
29.26	Boundary Survey(s) Map	EA	0		0	0	0	0	
29.27	R/W Monumentation Map	Sheet (24" X 36")	0		0	0	0	0	
29.28	Title Search Map	LS	0		0	0	0	0	
29.29	Title Search Report	LS	0		0	0	0	0	
29.30	Legal Descriptions	Parcel	0		0	0	0	0	
				Mapping Technical Subtotal	**107**	**0**	**0**	**129**	
29.31	Quality Assurance/Quality Control	%	1	5%	6	0	0	7	
29.32	Supervision	%	1	5%	6	0	0	7	
29.33	Mapping Meetings (listed below)	Meetings	3		6	0	0	6	
		Travel Time			0	0	0	0	
29.34	Field Reviews (listed below)	LS			0	0	0	0	
				Mapping Non-Technical Subtotal	**18**	**0**	**0**	**20**	
29.35	Coordination	%	1	3%	4	0	0	5	
29.36	Supplemental Mapping	LS			0	0	0	0	
				Mapping Total	**129**	**0**	**0**	**154**	

Carries to Summary Tab

How to Use This Form

Video Tutorials - Short Webinars for each Staff Hour Form

Calculated hours represent the expected effort to complete each task based on project parameters and should be considered a starting point for staff hour negotiations. The Consultant and Department staff must jointly determine the appropriate staff hours to fully cover the effort.

1. All items in **RED** font are for the user to edit cell.
2. All cells that are shaded in **RED** contain a drop down list for the user to make a selection.
3. Most "Project Parameter" cells will have a brief explanation of what should be inserted in the cell, this information is displayed by selecting a cell and hovering over that cell with your cursor.
4. All cells designed not to be edited by the user have been locked for the users convenience to avoid accidental edits of formulas, text, etc. If you recognize any errors in the locked cells, please contact the Staff Hour Forms Manager listed below.

Please contact the Staff Hour Forms Manager below for further assistance.

Ryan Buck, P.E.
Project Management Support Engineer
Ryan.Buck@dot.state.fl.us
(850)414-4343

Technical Meetings	# Meetings Designer	Travel Time (Hours)	# Meetings PM	Documentation
Local Governments (cities, counties, MPO)	0	0	0	
30/60/90/100% Comment Review Meetings	3	0	0	
Utility Coordination	0	0	0	
Other Meetings	0	0	0	
Subtotal Technical Meetings	**3**	**0**	**0**	
Progress Meetings (if required by FDOT)	0	0		
Phase Review Meetings	0	0		
Total Meetings	**3**	**0**		

Field Reviews	# of Staff	Site Time (per staff)	Travel Time (per staff)	Total Hours
Field Review #1	0	0	0	0
Field Review #2	0	0	0	0
Field Review #3	0	0	0	0
Field Review #4	0	0	0	0
Plans-in-hand Field Review	0	0	0	0
Total Field Review Hours				**0**

APPENDIX C

HALFF ENVIRONMENTAL & CULTURAL RESOURCES

SCOPE OF SERVICES AND FEE PROPOSAL

PHASE 300 ENVIRONMENTAL EVALUATION & CULTURAL RESOURCES

ENVIRONMENTAL EVALUATION

Halff biologists will conduct a field review of the project site for the purpose of identifying and evaluating the onsite habitat conditions, wetland limits, and the potential occurrence of any species considered Endangered, Threatened, or of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 68A-27.003-005 F.A.C. or the US Fish and Wildlife Service (USFWS) under C.F.R. 17.11-12. The purpose of this task is to document the site conditions and listed species usage in support of a Type 1, Categorical Exclusion. Specific tasks included with this effort are as follows:

A. Conduct a comprehensive desktop review of existing government and other publicly available environmental databases to determine whether occurrences of State and/or Federal listed plant or animal species may occur or have been documented in areas with similar habitat within or immediately adjacent to the study area.

B. Review the project area to map and assess the extent and condition of the onsite habitats. Each habitat type will be mapped using the Florida Land Use, Cover, and Forms Classification System (FLUCFCS: Florida Department of Transportation, 1999).

C. Conduct meandering pedestrian transect surveys for listed species on the project site. All habitats within the project boundary will be surveyed in general accordance with the Florida Wildlife Conservation Guide (2011) as developed by the US Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and Florida Natural Area Inventory (FNAI).

D. Locate and flag the boundaries of all wetlands and surface waters that may exist on the site per the wetland delineation methodology provided in Chapter 62-340, F.A.C., Delineation of the Landward Extent of Wetlands and Surface Waters and the 1987 Corps of Engineers Wetlands Delineation Manual.

E. Document the results of the site evaluation in a Natural Resources Evaluation (NRE) Environmental Technical Memorandum in accordance with PD&E Manual to support a Type 1, Categorical Exclusion to meet National Environmental Policy Act (NEPA) compliance.

TYPE 1 CATEGORICAL EXCLUSION CHECKLIST

The Project development process must follow the guidance provided in the FDOT's current version of the PD&E Manual. As discussed in Part 1, Chapter 1, of the PD&E Manual, the PD&E Manual satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA), federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide, and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. Halff will assist in the collection of data and the preparation of the Type 1 Categorical Exclusion Checklist, including the review and summation of documents and reports prepared by team members.

CULTURAL RESOURCES

Desktop Review and Agency Consultation

The project requires federal funding, which is considered a federal action triggering compliance with Section 106 of the National Historic Preservation Act (Section 106). Section 106 requires that the project consider potential effects to archeological and above ground historic resources eligible for listing on the National Register of Historic Places (NRHP) through consultation with the Florida Division of Historic Resources and any other applicable federal regulatory agencies.

In compliance with Section 106, Halff will review the Florida Master Site File to determine whether any archeological sites and above ground historic resources (cultural resources) eligible for listing on the NRHP, or cemeteries are documented within or adjacent to the project's Area of Potential Effects (APE). Background research will also include a review of local soil, geologic and other physiographic data to evaluate the potential for buried and intact archeological deposits as it pertains to the horizontal and vertical footprint of the APE. Historic topographic maps and aerial photography will be reviewed to identify any potential above-ground historic resources within and adjacent to the project area. The results of the desktop review will inform a recommendation regarding the potential for the project to affect cultural resources eligible for listing in the NRHP and whether a field survey is necessary.

Halff will be responsible for preparing and submitting a technical memorandum that includes all supporting documentation required for the Type 1 Categorical Exclusion (CE) Checklist. This will include any independent reports necessary to address all items on the checklist. Halff is not responsible for completing the actual checklist form; FDOT will prepare the checklist using the information provided. Additionally, all principal investigators involved in the archaeological, historical, and architectural components of the Type 1 CE must meet the minimum qualifications as outlined in the Florida Administrative Code (Chapter 1A-46) and the Code of Federal Regulations, 36 C.F.R. 61. The results of the desktop review will be summarized in a report submitted for review by Florida Division of Historical Resources. If the desktop review and agency consultation results in the need for additional cultural resources investigations (e.g., archeological and/or historic resources field surveys), this will be considered an additional service and scoped separately.

EXCLUDED:

1. Agency coordination for wetland wildlife related matters not specifically stated in this Scope of Services. The services to obtain wetland impact authorization or approvals for the incidental take or relocation of any listed species of flora and fauna are not included in this Scope of Services.

2. This scope does not include formal, comprehensive listed species assessments in accordance with the Florida Wildlife Conservation Guide (2011). If any listed or protected species are identified on the project parcels, additional comprehensive, species-specific surveys may be required by the permitting agencies.

HALFF Environmental/Cultural Resources Fee: $25,987.19

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: CR 44 DESIGN SAFETY PROJECT
County: LAKE
FPN: 453449-1-38-01
FAP No.: D524 085 B

Consultant Name: HALFF ENVIRONMENTAL/CULTURAL RESOU
Consultant No.: 58078.001
Date: 3/6/2026
Estimator: BDB

Staff Classification	Total Staff Hours From "SH Summary Firm"	Chief Scientist	Senior Env. Specialist	Env. Specialists	GIS Specialist	Chief Planner	Senior Archaeologis	Archaeologist	Not Used	Not Used	Not Used	Not Used	Not Used	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$73.56	$47.36	$32.69	$38.88	$92.31	$43.27	$38.46	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project Common and Project General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	173	8	31	56	24	16	30	8	0	0	0	0	0	173	$7,903	$45.68
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	173	8	31	56	24	16	30	8	0	0	0	0	0	173		
Total Staff Cost		$588.48	$1,468.16	$1,830.64	$933.12	$1,476.96	$1,298.10	$307.68	$0.00	$0.00	$0.00	$0.00	$0.00		**$7,903.14**	**$45.68**

Check = $7,903.14

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:					$7,903.14
OVERHEAD:		194.28%			$15,354.22
OPERATING MARGIN:		29%			$2,291.91
FCCM (Facilities Capital Cost Money):		1.5210%			$120.21
EXPENSES:		4.02%			$317.71
SUBTOTAL ESTIMATED FEE:					**$25,987.19**
Survey (Field)	0	4-person crew	$ -	/ day	$0.00
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$25,987.19**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$25,987.19**

Project Activity 8: Environmental Permits

Estimator:

CR 44 DESIGN SAFETY PROJECT
453449-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
HALFF Environmental/Cultural Resources		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits and Environmental Clearances					
8.1	Preliminary Project Research	LS	1	10	10	
	Permits					
8.2	**Field Work**					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	40	40	
8.2.3	Species Surveys	LS	1	30	30	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	**Complete And Submit All Required Permit Applications**					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	
8.6	**Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application**					
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Regulatory Agency Support	LS	1	0	0	
8.13	Other Environmental Permits	LS	1	0	0	
	Environmental Clearances, Reevaluations, and Technical Support					
8.14	**Technical support to the Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LS	1	0	0	
8.14.3	Section 4(f), 6(f), and ARC	LS	1	0	0	
8.14.4	Wetland Impact Analysis	LS	1	0	0	
8.14.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.14.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
8.15	**Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)**					
8.15.1	NEPA or SEIR Reevaluation	LS	1	30	30	
8.15.2	Archaeological and Historical Resources	LS	1	38	38	
8.15.3	Section 4(f), 6(f), and ARC	LS	1	0	0	
8.15.4	Wetland Impact Analysis	LS	1	0	0	
8.15.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.15.6	Protected Species and Habitat Impact Analysis	LS	1	25	25	
	Contamination Analysis					
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					**173**	
8.18	Technical Meetings	LS	1	0	0	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	0%	0	
8.20	Supervision	LS	%	0%	0	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					**0**	
8.21	Coordination	LS	%	0%	0	
8. Environmental Permits and Environmental Clearances Total					**173**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	0	0	0			0
NMFS	EA	0	0	0			0
USACE	EA	0	0	0			0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				**0**	**Subtotal Project Manager Meetings**		0
Progress Meetings (if required by FDOT)	EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*		- -
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*		- -
Total Meetings				**0**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Carries to 8.18 Carries to Tab 3

APPENDIX D

TIERRA

SCOPE OF SERVICES AND FEE PROPOSAL

CR 44 FROM US 441 TO SR 19 DESIGN SAFETY PROJECT
FDOT FN# 453449-1-38-01

Geotechnical Scope

The purpose of this geotechnical investigation and evaluation will be to assess the shallow soil and groundwater conditions and provide recommendations for site preparation and pavement section design for the proposed Safety Improvements along CR 44 from US 441 to SR 19 in Lake County, Florida.

We understand the improvement of CR 44 will be in three (3) segments. Segment #1 will be from US 441 to Lock Road, approximately 22,704 lf (4.30 miles). Segment #2 will be from Haynes Creek Bridge to Dawn Drive, approximately 6,864 lf (1.3 miles) and Segment #3 will be from Lake County Fairgrounds to SR 19, approximately 3,168 lf (0.60 miles). In order to assist with this geotechnical investigation and in consideration of the anticipated site conditions, we propose to conduct the following scope of investigation:

• Obtain Lake County authorization to drill within the right-of-way of CR 44. We assume that the Lake County authorization to drill at the boring locations along CR 44 will be arranged by Halff Associates, Inc.

• Stake the borehole locations selected in coordination with Halff Associates, Inc, using GPS based survey equipment. The locations will be finally surveyed by the project surveyor after completion of the drilling.

• Obtain Utility Clearance for the boring locations by calling Sunshine 811. If private utility clearing company is required for detailed and expeditious service, it will be arranged by Halff Associates, Inc.

• Arrange signs and cones for traffic control during our soil boring activities, as needed. FDOT Maintenance of Traffic (MOT) plan will be required for the pavement coring activities which are anticipated to consist of flagmen and Highway Patrol Officers.

•Perform a review of published soils and topographic information from the appropriate Florida Quadrangle Map published by the USGS and the Soil Survey of Lake County, Florida, published by USDA Natural Resources Conservation Service (NRCS).

• Perform a total of 164 hand auger borings, each to a depth of 5 feet below the ground surface, along CR 44 for the proposed shoulder widening.

• Perform a total of 50 hand auger borings, each to a depth of 8 feet below the ground surface, (20 borings at Segment #1 and 30 borings at Segment #2) within possible unsuitable soil areas.

• Observe groundwater depths in the borings and estimate Seasonal High Groundwater Table (SHGWT).

• Classify the soil samples according to AASHTO classification system, perform laboratory tests including grain size analyses, Atterberg Limit Tests, organic content and natural moisture content on selected samples, as needed.

• Perform a total of twenty (20) pavement section core boring, at the boring locations within the existing paved roadway, in order to document the surface asphalt course thickness, base course type and thickness, and subbase type and thickness (if present). The core borings will then be advanced with hand auger, to a depth of 5 feet beneath the existing roadway surface, in order to evaluate shallow soil and groundwater conditions. Upon completion, the boreholes will be backfilled with soil cuttings and the pavement surface will be repaired with asphalt patch material.

• Prepare a geotechnical engineering report summarizing all of the results from the field data, subsurface conditions encountered, laboratory results, estimation of seasonal high groundwater level, evaluation of the existing pavement section, and provide recommendations for pavement design for the proposed roadway improvements. Included with this report will be a Roadway Soil Survey Sheet, per FDOT Standards, to be incorporated into Halff Associates Inc.'s Roadway Plan Set.

We estimate our fee to conduct this investigation including field investigation, laboratory classification, analyses and preparation of reports is estimated to be $76,658.20.

Tierra, Inc.
591 Susan B. Britt Court • Winter Garden, Florida 34787
Phone (407) 877-1354 • Fax (407) 654-7347
Florida Certificate No. 6486

Tierra, Inc.
Table 6 Standard Fee Schedule

CR 44 Safety Improvements
from US 441 to SR 19
Lake County, Florida

Item Description	Unit	Unit Price	Quantity	Total
Geotechnical Field Investigation				
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 15.75	1220	$ 19,215.00
402-Geo Auger Borings- Track	LF	$ 19.80		$ -
403-Geo Backhoe (Owned)	Day	$ 1,500.00		$ -
405-Geo Barge (Owned)	Day	$ 4,200.00		$ -
406-Geo Barge Rental (Rental without labor)	Day	$ 5,800.00		$ -
407-Geo Chainsaw (Owned)	Day	$ 145.00		$ -
415-Geo Double Ring Infiltration ASTM D3385	Each	$ 704.00		$ -
416-Geo Dozer (Owned)	Day	$ 1,800.00		$ -
418-Geo Drill Crew Support Vehicle	Day	$ 300.00	15	$ 4,500.00
421-Geo Dynamic Pile Testing/Pile Driving Analyzer	Day	$ 630.00		$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 115.00		$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 115.00		$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 135.00		$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 185.00		$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 115.00		$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 115.00		$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 130.00		$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 130.00		$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 440.00		$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	$ 433.00		$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 11.70		$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 13.60		$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 18.90		$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 27.00		$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 8.05		$ -
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 9.95		$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 14.70		$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 19.95		$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 90.00		$ -
450-Geo Piezometer 2" 000-050 Ft	LF	$ 55.00		$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 78.80		$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 88.00		$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 98.00		$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 116.30		$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 55.00		$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 62.10		$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 71.45		$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 39.00		$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 38.30		$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 58.25		$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 78.45		$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 19.50		$ -
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 22.20		$ -
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 38.30		$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 50.50		$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 17.75		$ -
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 22.30		$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 28.45		$ -

Tierra, Inc.
Table 6 Standard Fee Schedule

CR 44 Safety Improvements
from US 441 to SR 19
Lake County, Florida

Item Description	Unit	Unit Price	Quantity	Total
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 35.30		$ -
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 12.75		$ -
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 16.60		$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 20.25		$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 24.45		$ -
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	$ 840.00		$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 315.00		$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 355.00		$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 445.00		$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 530.00		$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 225.00		$ -
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 250.00		$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 310.00		$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 353.00		$ -
525-Geo Well Development	Hour	$ 216.00		$ -
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 300.00		$ -
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 375.00		$ -
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 314.00		$ -
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 505.00		$ -
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	$ 1,950.00		$ -
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	$ 1,700.00		$ -
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	$ 2,010.00		$ -
538-Geo Clearing Equipment	Day	$ 2,510.00		$ -
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	$ 14.00		$ -
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	$ 16.25		$ -
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	$ 24.00		$ -
542-Geo Wash Boring for Rock Cores 150-200 Ft	LF	$ 27.25		$ -
602-Mobilization-Vibration Monitoring Equipment	Each	$ 399.00		$ -
604-Mobilization Barge Large	Each	$ 15,400.00		$ -
608 Mobilization Drill Rig Amphibious	Each	$ 12,600.00		$ -
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 13,000.00		$ -
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,650.00		$ -
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 720.00		$ -
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 1,225.00		$ -
618-Geo Mobilization Support Boat	Each	$ 670.00		$ -
619-Geo Mobilization Tri-Pod	Each	$ 1,900.00		$ -
620-Mobilization of Clearing Equipment	Each	$ 714.00		$ -
701-MOT Attenuator Truck	Hour	$ 320.00		$ -
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	$ 5.95		$ -
706-MOT Portable Sign	Each	$ 64.40		$ -
708-MOT Provide Channelizing Devices - Cone	Each	$ 9.80		$ -
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	$ 325.00		$ -
712-MOT Support Vehicle	Hour	$ 162.00	24	$ 3,888.00
Asphalt and Concrete Pavement Coring				
603-Mobilization Asphalt Coring Equipment	Each	$ 515.00	1	$ 515.00
606-Mobilization Concrete Coring	Each	$ 510.00		$ -
209-Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	$ 275.00	20	$ 5,500.00
210-Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	$ 227.00		$ -
211-Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	$ 345.00		$ -
212-Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	$ 270.00		$ -
305-Concrete Pavement Coring - 4" Dia	Each	$ 280.00		$ -
306-Concrete Pavement Coring - 6" Dia	Each	$ 310.00		$ -

Tierra, Inc.
Table 6 Standard Fee Schedule

CR 44 Safety Improvements
from US 441 to SR 19
Lake County, Florida

Item Description	Unit	Unit Price	Quantity	Total
Geotechnical Soil Laboratory Testing				
800-Soils Chloride Soil or Water FM 5-552	Test	$ 115.00		$ -
803-Soils Consolidation - Constant Strain ASTM D4186	Test	$ 690.00		$ -
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	$ 238.00		$ -
805-Soils Corrosion Series FM 5-550 through 5-553	Test	$ 320.00		$ -
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	$ 440.00		$ -
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	$ 464.00		$ -
811-Soils Liquid Limit AASHTO T89	Test	$ 76.00	8	$ 608.00
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	$ 65.00		$ -
817-Soils Moisture Content Laboratory AASHTO T265	Test	$ 23.80	18	$ 428.40
819-Soils Organic Content Ignition FM 1 T-267	Test	$ 61.00	10	$ 610.00
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	$ 250.00		$ -
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	$ 98.00	40	$ 3,920.00
823-Soils Permeability Constant Head AASHTO T215	Test	$ 445.00		$ -
824-Soils Permeability Falling Head FM 5-513	Test	$ 385.00		$ -
825-Soils pH Soil or Water FM 5-550	Test	$ 65.00		$ -
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	$ 76.00	8	$ 608.00
827-Soils Proctor Modified FM 1-T180	Test	$ 165.00		$ -
828-Soils Proctor Standard AASHTO T99	Test	$ 165.00		$ -
829-Soils Resistivity Soil or Water FM 5-551	Test	$ 73.00		$ -
832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	$ 195.00		$ -
833-Soils Sulfate Soil or Water FM 5-553	Test	$ 80.00		$ -
838-Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	$ 250.00		$ -
Engineering and Technical Support Services				
Chief Scientist	Hour	$ 215.26		$ -
CADD/Computer Technician	Hour	$ 159.90		$ -
Chief Engineer	Hour	$ 257.28		$ -
Engineer	Hour	$ 175.51		$ -
Engineer Intern	Hour	$ 142.98		$ -
Engineering Technician	Hour	$ 113.53		$ -
Principal Engineer	Hour	$ 296.75		$ -
Secretary/Clerical	Hour	$ 139.11		$ -
Senior Engineer	Hour	$ 252.16		$ -
Senior Engineering Technician	Hour	$ 146.63		$ -
	Total Estimated Field/Lab Fee			$ 39,792.40

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: CR 44 from US 441 to SR 19 Design Safety Project
County: Lake
FPN: 453449-1-38-01
FAP No.: N/A

Consultant Name: Tierra, Inc.
Consultant No.: 5511-26-001
Date: 4/8/2026
Estimator: JS

Staff Classification	Total Staff Hours From "SH Summary Firm"	Chief Scientist	MAT CADD/ Computer Technician	MAT Chief Engineer	MAT Engineer	MAT Engineer Intern	MAT Engineering Technician	MAT Principal Engineer	MAT Secretary/ Clerical	MAT Senior Engineer	MAT Senior Engineering Technician	-	-	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$67.31	$50.00	$80.45	$54.88	$44.71	$35.50	$92.79	$43.50	$78.85	$45.85	$0.00	$0.00			
3. Project Common and Project General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
35. Geotechnical	219	0	33	2	74	44	18	0	4	26	18	0	0	219	$11,527.66	$52.64
Total Staff Hours	219	0	33	2	74	44	18	0	4	26	18	0	0	219		
Total Staff Cost		$0.00	$1,650.00	$160.90	$4,061.12	$1,967.24	$639.00	$0.00	$174.00	$2,050.10	$825.30	$0.00	$0.00		**$11,527.66**	**$52.64**

Check = $11,527.66

SALARY RELATED COSTS:					$11,527.66
OVERHEAD:		170.72%			$19,680.02
OPERATING MARGIN:		33%			$3,804.13
FCCM (Facilities Capital Cost Money):		2.553%			$294.30
EXPENSES:		13.53%			$1,559.69
SUBTOTAL ESTIMATED FEE:					**$36,865.80**
Survey (Field)					$0.00
Geotechnical Field and Lab Testing					$39,792.40
SUBTOTAL ESTIMATED FEE:					**$76,658.20**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$76,658.20**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

35. Geotechnical

Estimator: Jeremy Sewell

CR 44 from US 441 to SR 19 Design Safety Project
453449-1-38-01

Representing	Print Name	Signature / Date
Lake County		
Tierra, Inc.	**Jeremy Sewell**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	4	4	USDA, USGS, Potentiometric, etc.
35.2	Develop Detailed Boring Location Plan	LS	1	4	4	**Geotechnical Scope As Requested and provided by Halff/Lake County** **ROADWAY** 164 HAs to 5' (820 LF) within CR 44 shoulder widening areas. 50 HAs to 8' (400 LF) within possible unsuitable soils (20 within Seg 1 and 30 within Seg 2). Perform 20 Pavement Cores at the location of auger borings within existing paved roadway. **NO PONDS** **TOTAL: 214 HAs (1,220 LF) and 20 Pavement Cores**
35.3	Stake Borings/Utility Clearance	Boring	214	0.15	32	
35.4	Muck Probing	Crew Day	0	0	0	N/A - Additional Hand Auger borings only.
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	1	2	2	Signs/cones only for augers. Flaggers and Highway Patrol for coring operations.
35.6	Drilling Access Permits	Location	0	0	0	N/A - Lake County authorization to drill within Right-of-Way to be obtained by Halff.
35.7	Property Clearances	EA	0	0	0	N/A - Lake County authorization to drill within Right-of-Way to be obtained by Halff.
35.8	Groundwater Monitoring	EA	0	0	0	N/A
35.9	LBR/Resilient Modulus Sampling	EA	0	0	0	N/A
35.10	Coordination of Field Work	100 lf of boring	12.20	0.75	9	
35.11	Soil and Rock Classification - Roadway	100 lf of boring	12.20	2	24	
35.12	Design LBR	LS	0	0	0	N/A
35.13	Laboratory Data	100 lf of boring	12.20	0.5	6	
35.14	Seasonal High Water Table	Boring	214	0.1	21	
35.15	Parameters for Water Retention Areas	EA	0	0	0	N/A
35.16	Delineate Limits of Unsuitable Material	Cross-section	10	1	10	

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.17	Electronic Files for Cross-Sections	100 lf of boring	12.20	1	12	
35.18	Embankment Settlement and Stability	Embankment Boring	0	0	0	N/A - No high embankments.
35.19	Monitor Existing Structures	LS	0	0	0	N/A
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	N/A - Drainage not part of scope.
35.21	Geotechnical Recommendations	LS	1	4	4	
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	1	8	8	
35.23	Preliminary Roadway Report	LS	1	12	12	
35.24	Final Report	EA	1	8	8	
35.25	Auger Boring Drafting	100 lf boring	12.20	3	37	
35.26	SPT Boring Drafting	100 lf boring	0	0	0	N/A
				Roadway Geotechnical Subtotal	**193**	
	Structures					
35.27	Develop Detailed Boring Location Plan	LS	0	0	0	N/A
35.28	Stake Borings/Utility Clearance	Boring	0	0	0	N/A
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA	0	0	0	N/A
35.30	Drilling Access Permits	Location	0	0	0	N/A
35.31	Property Clearances	EA	0	0	0	N/A
35.32	Collection of Corrosion Samples	EA	0	0	0	N/A
35.33	Coordination of Field Work	100 lf of boring	0	0	0	N/A
35.34	Soil and Rock Classification - Structures	100 lf of boring	0	0	0	N/A
35.35	Tabulation of Laboratory Data	100 lf of boring	0	0	0	N/A
35.36	Estimate Design Groundwater Level for Structures	EA	0	0	0	N/A
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring	0	0	0	N/A
35.38	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	0	0	0	N/A
35.39	Bridge Construction and Testing Recommendations	Bridge boring	0	0	0	N/A
35.40	Lateral Load Analysis (Optional)	Bridge boring	0	0	0	N/A
35.41	Walls	Wall Boring	0	0	0	N/A
35.42	Sheet Pile Wall Analysis (Optional)	Wall Boring	0	0	0	N/A

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	0	0	0	N/A
35.44	Box Culvert Analysis	EA	0	0	0	N/A
35.45	Preliminary Report - BDR	EA	0	0	0	N/A
35.46	Final Report - Bridge and Associated Walls	EA	0	0	0	N/A
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	0	0	0	N/A
35.48	SPT Boring Drafting	100 lf of boring	0	0	0	N/A
35.49	Other Geotechnical	LS	0	0	0	N/A
				Structural Geotechnical Subtotal	**0**	
				Geotechnical Technical Subtotal	**193**	
35.50	Technical Special Provisions and Modified Special Provisions	EA	0	0	0	N/A
35.51	Field Reviews	LS	1	0	0	N/A
35.52	Technical Meetings	LS	1	0	0	Meetings listed below
35.53	Quality Assurance/Quality Control	LS	%	5%	10	
35.54	Supervision	LS	%	5%	10	
				Geotechnical Nontechnical Subtotal	**20**	
35.55	Coordination	LS	%	3%	6	
				35. Geotechnical Total	**219**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff Meeting with County	EA	0	0	0			0
Boring Layout Approval	EA	0	0	0			0
Attend in BDR Review Meeting	EA	0	0	0			0
30/60/90% Submittal Review	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				**0**	**Subtotal Project Manager Meetings**		0
Progress Meetings (if required by County)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings				**0**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Carries to 35.52 Carries to Tab 3

ATTACHMENT C – CERTIFICATIONS

ADDENDUM NO. 1 **24-934**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Engineering and Design Services for CR-44 from US-441 to SR-19 Safety Improvement 07/02/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

1. Would the County please remove the "Warranty" and "Deficiencies in Work to be Corrected by the Contractor" provisions on page 7 of Exhibit C? We believe those sections are not applicable to the services provided by design professionals. Design professionals providing professional services, unlike contractors who provide materials and goods, cannot warrant or guarantee their services as part of a contract, other than to warrant that the services will be conducted per the professional standard of care.

   Response: No

2. The "Indemnification" section on page 10 and 11 of Exhibit C does not comply with Florida Statute 725.08. Will the County please consider rewording same to conform with the statute. Suggested language per FL Statutes 725.08: “The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.”

   Response: No

3. Would the County consider adding language stating that Consultant can rely on the accuracy of all information provided. Suggested language: The Consultant will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the County or by others for whom the Consultant is not legally responsible. The County acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant’s scope of services.

   Response: No

4. As currently worded, we believe that the indemnity provision, Section 5.8, in Exhibit E of the Sample Contract is not in compliance with FL Statute 725.08. Would the County please

ADDENDUM NO. 1 **24-934**

consider rewording same to conform with the statute? Suggested language per FL Statutes 725.08: “The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.”

Response: No

5. Would the County please remove the last sentence in 5.3 "Accuracy and Warranty" of Exhibit E "Sample Contract"? We believe this is not applicable to design professionals but rather only to contractors.

   Response: We assume you are referenced section 5.13- No.

6. Will the County please provide a copy of the LAP Agreement between FDOT and County? If a final copy has not been prepared, will the County please provide a draft copy if available?

   Response: The safety document has been provided. A draft LAP Agreement is not yet available.

7. 10.5.1. Attachment 2: Professional Services Commitment Form, resumes and professional licenses are requested here; there is not a standalone section for org chart or information regarding key personnel but there is 20 points allocated to this evaluation criteria. Where would the County like this information furnished?

   Response: Please include with Attachment 2 – Professional Services Commitment Form

8. 10.5.1. Attachment 3: Similar Projects Form, under the request there is a standalone bullet “right-of-way surveying and mapping experience in accordance with FDOT standards for right-of-way mapping”. What is the related to? Firm’s experience with these standards? This experience is not listed under the evaluation criteria.

   Response: If the project involves survey and determination of right of way, please include that information in the project descriptions.

9. We did not see a listing of the FDOT Work Groups required for this project within the RSQ. Can you please provide the work groups for this project to ensure our team meets all requirements and to fill out the requested FDOT Professional Services Commitment Form?

   Response: FDOT prequalification is not required for this solicitation.

10. The text of the RSQ states, “The last day for questions or requests for exceptions is 06/20/2024.” Is this referring to exceptions to the RSQ and/or contract redlines?

    Response: Yes, any questions or requests related to RSQ or contract.

11. Can we include covers and tabs with the five major sections?

ADDENDUM NO. 1 **24-934**

Response: Yes, but please remember the submittals are digital not hard copy.

12. Does the County request an organizational chart for this submittal? If so, in which section should it be included?

13. **Response:** Please include with Attachment 2 – Professional Services Commitment Form

14. In past Lake County submittals, the County has provided a Team Composition Form to list specific/key personnel for each firm (prime and sub). This submittal does not currently have that form but is instead asking for the Professional Services Commitment Form in lieu of that. The Professional Services Commitment Form does not allow for that information to be entered, only information regarding the names of firms and the % of work they'll handle for the contract. Could the County please clarify how to proceed in listing our key personnel information?

    Response: Please include the stated information in Attachment 2 – Professional Services Commitment Form

15. Are there any page limits for any of the sections?

    Response: There are no page limits. Brevity and details are desired more than pure marketing type materials.

ACKNOWLEDGEMENT

Firm Name: Halff Associates, Inc.

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: _____

Date: 7/10/2024

Print Name: Duane Booth, PE

Title: Operations Manager

Primary E-mail Address: dbooth@halff.com

Secondary E-mail Address: msantoro@halff.com

ATTACHMENT 1

SUBMITTAL FORM

RSQ# 24-934

The undersigned hereby declares that: Halff Associates, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **CR44 FROM US441 TO SR19 DESIGN SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 PAYMENT

Vendor accepts MasterCard for payment: YES

2.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

3.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

4.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. YES

5.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) N/A
and enter OSD Certification Number
and enter effective date to date

6.0 ANTITRUST VIOLATOR VENDOR LISTS

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 for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

ATTACHMENT 1

SUBMITTAL FORM

RSQ# 24-934

7.0 FEDERAL FUNDING REQUIREMENT – N/A

8.0 LOCAL VENDOR PREFERENCE – N/A

9.0 GENERAL VENDOR INFORMATION

Firm Name: Halff Associates, Inc.
Street Address: 902 N. Sinclair Avenue
City: Tavares State and ZIP Code: Florida 32778
Mailing Address (if different): N/A
Telephone: 352.343.8481
Purchase Order Email Address: receivables@halff.com
Federal Identification Number / TIN: 75-1308699

10.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have 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. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: Duane Booth, PE
Date: 7/10/24
Print Name: Duane Booth, PE
Title: Operations Manager
Primary E-mail Address: dbooth@halff.com
Secondary E-mail Address: msantoro@halff.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]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES COMMITMENT FORM

375-030-83
PROCUREMENT
08/25

Submit this form as required in the Request for Proposal or alternatively, at the time of Expanded Letter of Response is due:

Contract/Advertisement No.:		**Prime Consultant:**	HALFF Associates, Inc.
Project Description:	Eng. & Design Services for CR 44 from US 441 to SR 19 Design Safety Project		

Expected percentage of contract fees to be utilized by Small Businesses 0 %. (Combine Small Business Prime and Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors' work is as follows:

Prime	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	Small Business	Non Small Business
HALFF Associates, Inc.	3.1	54.99	☐	☒
	7.1	6.13		
	8.2	25.47		
	8.4	3.39		
	Choose an item.			
	Choose an item.			
	Choose an item.			
	Choose an item.			
	Choose an item.			
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	Choose an item.			
	Choose an item.			
	Choose an item.			

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	Small Business	Non Small Business
Tierra	9.1	4.82	☐	☒
Tierra	9.2	5.20	☐	☒
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES COMMITMENT FORM

375-030-83
PROCUREMENT
08/25

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	Small Business	Non Small Business
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES COMMITMENT FORM

375-030-83
PROCUREMENT
08/25

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	Small Business	Non Small Business
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐

Total percent for Prime and Subs committed:
(Note to Consultants: should be 100% when submitted to FDOT) 100

Total percent for Prime and Subs remaining to be committed:
(Note to Consultants: should be 0% when submitted to FDOT) 0

The percentage column must total 100% for Prime and all subs.

Small Business status for **Non-Professional Services firms** can be found here:
https://ssrs.fdot.gov/Reports/report/PDA Reports/Public Reports/SmallBusinessCertificationReport

Small Business status for **Professional Services firms** is located here:
https://www.fdot.gov/procurement/InternetReports.shtm#qual

By: Brett J. Tobias, P.E. Title: Operations Manager Date: 4/10/2026

ATTACHMENT 3

SIMILAR PROJECTS FORM

RSQ #24-934

Work by firm members which best illustrate current qualifications relevant to Project having been/is being accomplished by personnel assigned to Project. List no less than three (3) but no more than ten (10) projects.

<table>
<tr><td colspan="2">Project Name & Location

Villa City Road Safety Design
Groveland, FL

Project Manager: John Dee, PE</td><td rowspan="2">Project Owners Name & Address

Lake County
315 W. Main Street, Suite 416
Tavares, FL 32778</td></tr>
<tr><td colspan="2">Completion Date (Actual or Estimated)
Estimated - 2024</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, Email, & Telephone Number

George Gadiel
george.gadiel@lakecountyfl.gov
352.253.9092</td></tr>
<tr><td>Entire Project

$ 627</td><td>Work for which firm was/is responsible

$ 185</td></tr>
<tr><td colspan="3">Scope of Entire Project (Please give quantitative indications wherever possible)
Engineering Design, Survey, Permitting, Utility Coordination, & Construction Administration</td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)

Halff provided surveying and utility coordination services for a safety project for Villa City Road from the intersection with SR 50 to the intersection with SR 27. The project is currently a 4.58 mile, rural roadway with grass shoulders on either side. In addition, engineering services are being provided for the design and implementation of safety features along the project corridor.</td></tr>
<tr><td colspan="3">Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project

Brad Bublitz, EI - Utility Coordination
Joshua Llamas, EI - Utility Coordination
Suzanne Osbourne, PSM - Surveying</td></tr>
</table>

v2.24

ATTACHMENT 3

SIMILAR PROJECTS FORM

RSQ #24-934

Work by firm members which best illustrate current qualifications relevant to Project having been/is being accomplished by personnel assigned to Project. List no less than three (3) but no more than ten (10) projects.

Project Name & Location	**Project Owners Name & Address**
Max Hooks Road Groveland, FL Project Manager: Frank Bellomo, PLA (GAI)	Lake County 315 W. Main Street, Suite 416 Tavares, FL 32778
Completion Date (Actual or Estimated) 2022	

Estimated Cost (In Thousands)		Project Owner's Contact Person, Title, Email, & Telephone Number
Entire Project	Work for which firm was/is responsible	Seth Lynch seth.lynch@lakecountyfl.gov 352.253.9052
$ 256	$ 256	

Scope of Entire Project (Please give quantitative indications wherever possible)

Engineering Design, Survey, Permitting, Utility Coordination, & Construction Administration

Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)

Halff provided engineering design, surveying, permitting, utility coordination, project administration, and post-design services for the construction of Max Hooks Road from SR 50 to the northerly boundary of the Cypress Lakes Reserve Property. Design was for approximately 3,000 LF of a two-lane roadway. Approximately 1,100 LF of the roadway was designed with a two-lane closed drainage system and the remaining 1,900 LF is now a two-lane open drainage system.

Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project

Brad Bublitz, EI - Halff Project Manager
Duane Booth, PE - Lead Engineer

v2.24

ATTACHMENT 3

SIMILAR PROJECTS FORM

RSQ #24-934

Work by firm members which best illustrate current qualifications relevant to Project having been/is being accomplished by personnel assigned to Project. List no less than three (3) but no more than ten (10) projects.

Project Name & Location	**Project Owners Name & Address**
CR 455 Hartle Road Extension Lake County, FL Project Manager: Brad Bublitz, EI	Lake County 315 W. Main Street, Suite 416 Tavares, FL 32778
Completion Date (Actual or Estimated) 2019	

Estimated Cost (In Thousands)		Project Owner's Contact Person, Title, Email, & Telephone Number
Entire Project	Work for which firm was/is responsible	Seth Lynch seth.lynch@lakecountyfl.gov 352.253.6000
$ 2,535	$ 900	

Scope of Entire Project (Please give quantitative indications wherever possible)

Engineering Design, Survey, Permitting, Utility Coordination, & Construction Administration

Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)

Halff provided engineering design, permitting, utility coordination and post-design services for the construction for Hartle Road from the existing terminus at Lake County Fire Station to the southerly boundary of the Waterbrooke project. Halff designed 4,400 LF of four-lane divided, urban roadway with 4-foot bike lanes, 12.5-foot multipurpose trail, and 5-foot sidewalk within a 120-foot right of way. Plans were designed to meet all Lake County and FDOT design requirements for a 45 mph design speed facility.

Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project

Brad Bublitz, EI - Utility Coordination
Duane Booth, PE - Lead Engineer
Suzanne Osbourne, PSM - Surveying
Ryan Owens, EI - Engineer
Ray Jones, PE - Geotechnical

v2.24

ATTACHMENT 4

RSQ #24-934

375-030-50
PROCUREMENT
OGC – 1/20

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
24-934	Engineering & Design Services for CR 44 from US 441 to SR 19 Safety Improvement	453449-1-38-01

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Duane Booth, PE		7/10/24

ATTACHMENT 5

RSQ #24-934

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Halff Associates, Inc.
Name of Consultant

By: _____ 7/10/24
Date

ATTACHMENT 6

RSQ #24-934

PUBLIC ENTITY CRIMES STATEMENT FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Lake County
(print name of public entity)

By Duane Booth, PE | Operations Manager
(print individual's name and title)

for Halff Associates, Inc.
(print name of entity submitting sworn statement)

whose business address is 902 N. Sinclair Ave, Tavares, FL 32778

and (if applicable) its Federal Employer Identification Number (FEIN) is 75-1308699

(if the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and Involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

BY: _____
Signature of Affiant

Duane Booth, PE
Printed Name

STATE OF FLORIDA
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of July, 2024, by Duane.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

TRACY CARRASQUILLO
Notary Public - State of Florida
Commission # HH 086675
My Comm. Expires Jan 31, 2025
Bonded through National Notary Assn.

ATTACHMENT 7 **RSQ #24-934**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Halff Associates, Inc.

By: _____

Date: 7/10/24

Title: Operations Manager

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 8

RSQ #24-934

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
01/24

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Halff Associates, Inc.

By: Duane Booth, PE Date: 7/10/24

Authorized Signature: _____

Title: Operations Manager

ATTACHMENT C - RSQ #24-934

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/25

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: Halff Associates, Inc. 902 N. Sinclair Ave. Tavares, FL 32778 Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** Assistance Listing Number (ALN), *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Duane Booth, P.E. Title: Operations Manager Telephone No.: 352-557-9210 Date (mm/dd/yyyy): 06/23/2025	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT 10

RSQ #24-934

DRUGFREE WORKPLACE PROGRAM CERTIFICATON

In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ **YES**

☐ **NO**

NAME OF BUSINESS: Halff Associates, Inc.

©Halff - 2024

halff

ATTACHMENT 11

RSQ# 24-934

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES, ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN

Before me, a notary public, in and for the State of Florida – at large, personally appeared, Duane Booth, PE (*Write Name Here*), and having first made due oath or affirmation, states:

1. My name is Duane Booth, PE (*Write Name Here*).
2. I am the Operations Manager (*Insert Job Title*) of Halff Associates, Inc. (*Insert Company Name*).
3. The Company was formed in Texas, U.S.A (*Country and State*) and is a Inc. (*List the Type of Entity (ex.: LLC, Inc., etc.)*).
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
   a. Owned or controlled by the government of 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 (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
   b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this 2nd day of July, 2024.

BY: _____
Signature of Affiant

Duane Booth, PE
Printed Name

STATE OF FLORIDA
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 2nd day of July, 2024, by Duane Booth.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

TRACY CARRASQUILLO
Notary Public - State of Florida
Commission # HH 086675
My Comm. Expires Jan 31, 2025
Bonded through National Notary Assn.

Halff confirms that there are no exceptions to the RSQ.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
07/24

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	Halff Associates, Inc.
Address:	902 N. Sinclair Avenue, Tavares, FL 32778
Phone Number:	352-343-8481
Authorized Representative's Name:	Duane K. Booth, P.E.
Authorized Representative's Title:	Operations Manager, V.P.
Email Address:	dbooth@halff.com

AFFIDAVIT

I, *insert nongovernmental entity's authorized representative name*, as authorized representative attest that *insert nongovernmental entity's name* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

4/21/25

(Signature of authorized representative) Date

STATE FL
COUNTY OF Lake
Sworn to (or affirmed) and subscribed before me, by means of ☑ physical presence or ☐ online notarization, this 21st day of April 2025 (year), by Duane K. Booth

Amy S. Bowens
Notary Public

June 30, 2025
Commission Expires

Personally Known ☑ OR Produced Identification ☐
Type of Identification Produced

AMY S. BOWENS
Notary Public-State of Florida
Commission # HH 465172
My Commission Expires
June 30, 2025

ATTACHMENT D - RSQ #24-934

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

ATTACHMENT D - RSQ #24-934

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> “The subconsultant, 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 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.”

Pursuant to 49 CFR26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parities within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.

P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

ATTACHMENT D - RSQ #24-934

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

T. The Consultant shall 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 the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract 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

ATTACHMENT D - RSQ #24-934

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, 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. (b) 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 Federal 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 Consultant shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”. (2) 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 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. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Submission of this statement is a perquisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10, 000 and not more than $100,000 for each such failure.

X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

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

DATE: 06/09/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 43024
Jeffrey Earhart, Engineering & Operations Director - Central District
BY: Melanie Pompos, Procurement Agent II
SUBJECT: Project Development & Environment (PD&E) Study Services for Rolling Acres Road from South of CR466 to North of US27

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 25-726 with Metric Engineering LLC (Miami, FL) for Project Development and Environmental Study (PD&E) services for Rolling Acres Road from South of County Road 466 to North of US 27; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The fiscal impact is $899,999.34 (expenditure) — $449,999.67 (revenue/expenditure - grant funded) and $449,999.67 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

BACKGROUND SUMMARY:

On January 6, 2026, the Board of County Commissioners (Board) approved a Local Agency Program (LAP) agreement to obtain funding in the amount of $900,000 (expenditure) — $450,000 (revenue/expenditure – grant funded) and $450,000 (expenditure – county match).

Procurement Services, in coordination with the Public Works Department, issued Request for Statement of Qualifications (RSQ) 25-726 to provide PD&E services for Rolling Acres Road (from South of CR 466 to North of US27), a length of approximately 1.5 miles for project planning and environmental analysis services.

Three (3) responses were received as shown on the attached respondent list. The proposals were evaluated in accordance with the County's formal Selection Committee (SC) process for the Competitive Consultant's Negotiations Act (CCNA). The SC reviewed the responses as noted in the attached SC meeting notes and recommended entering into negotiations with Metric Engineering LLC, the highest-ranking response. Negotiations resulted in pricing considered fair and reasonable in comparison to rates

negotiated under similar contracts, resulting in a formal award recommendation to Metric Engineering LLC.

The Consultant (Metric Engineering LLC) shall perform the engineering services required for a Type 2 Categorical Exclusion (CE) in compliance with the National Environmental Policy Act (NEPA) for environmental effects, along with environmental documents, engineering reports and public hearings.

The fee for PD&E Scope of Services for Rolling Acres Road (from S. of CR 466 to N of US27) is $899,999.34 (expenditure).

Fiscal Impact: $899,999.34 (expenditure) — $449,999.67 (revenue/expenditure - grant funded) and $449,999.67 (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Federal/State Grants	1300	5056150	331430	50084	-$449,999.67
Federal/State Grants	1300	5056150	860671	50084	$449,999.67
Road Impact Fees - Central	1158	5056680	860671	50084	$449,999.67

Advertised Date: June 29, 2025 Paper: LEE Daily Commercial

Attachments:

1.	Agenda 40823
2.	EXECUTED 439665-1-28-01 (G3R28) - Rolling Acres Road -LAKE
3.	439665-1-28-01 (G3R28) - Rolling Acres Road - Lake - NTP
4.	Respondent List - 25-726
5.	25-726 SC Technical Scoring-Shortlist Tabulation
6.	25-726 - SC Presentations Meeting Notes
7.	25-726 - SC Presentation Scoring
8.	25-726 PD&E_439665-1-28-01- partial signed

STAFF APPROVALS AND DATES:

Melanie Pompos	Created/Initiated - 06/09/2026
Ron Falanga	Approved - 06/09/2026
Jeffrey Earhart	Approved - 06/09/2026
David Hill	Approved - 06/10/2026
Kerri Andrews	Approved - 06/10/2026
Roberto Bonilla	Approved - 06/10/2026
Rachel Bartolowits	Approved - 06/15/2026
Kandace Pourbaix	Approved - 06/16/2026

Miranda Lanoue	Approved - 06/16/2026
Jaime Stewart	Approved - 06/16/2026
Melanie Marsh	Approved - 06/17/2026
Jennifer Barker	Approved - 06/17/2026
Marisol Saldana	Final Approval - 06/17/2026

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: 11/24/2025
MEETING DATE: 1/6/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 40823
Jeffrey Earhart, Engineering Manager
BY: Sandy Beckett, Office Manager
SUBJECT: Rolling Acres Road Project Development and Environment (PD&E) Agreement with the Florida Department of Transportation

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RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval:
1. Of a Local Agency Program (LAP) agreement with the Florida Department of Transportation (FDOT);
2. To adopt a supporting Resolution with FDOT for Planning and Environmental Analysis Services (PD&E) for the Rolling Acres Road PD&E Study from south of CR 466 to north of US27/US441;
3. To adopt an Unanticipated Revenue Resolution (URR) adding $450,000 to the Federal/State Grants Fund for the Rolling Acres Road PD&E Project; and
4. Of a budget transfer in the amount of $450,000 from Easements/ROW to Infrastructure-Studies Rolling Acres Rd CR466 - US27/441.

The estimated fiscal impact is $900,000 — $450,000 (revenue/expenditure - grant funded) and $450,000 (expenditure - county match). Commission District 1 and 2.

BACKGROUND SUMMARY: The Rolling Acres Road PD&E Project extends from south of County Road 466 to north of US 27/US 441. The project is within Lake County. The project includes planning and environmental analysis services for Rolling Acres Road from south of County Road 466 to north of US 27/US 441, a length of approximately 1.5 miles.

The project is being jointly funded by Lake County and the Florida Department of Transportation (FDOT). FDOT is contributing $450,000 and Lake County is contributing an estimated $450,000.

Fiscal Impact: $900,000 — $450,000 (revenue/expenditure - grant funded) and $450,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount

Federal/State Grants	1300	5056150	331430	50084	-$450,000
Federal/State Grants	1300	5056150	860671	50084	$450,000
Road Impact Fees Central District	1158	5056680	860671	50084	$450,000

Advertised Date: Paper:

Attachments:

1.	439665-1-28-01 (FY26)LAP-Rolling Acres Road_LC Signature
2.	Rolling Acres LAP Resolution_12.4.2025
3.	Rolling Acres PDE location map
4.	Vicinity Map Rolling Acres Rd
5.	URR for Rolling Acres Road AI 40562
6.	BUA for Rolling Acres Road Central Imp Fee Grant Match

STAFF APPROVALS AND DATES:

Sandy Beckett	Created/Initiated - 11/24/2025
Jeffrey Earhart	Approved - 11/24/2025
David Hill	Approved - 12/05/2025
Kerri Andrews	Approved - 12/09/2025
Grace Burgos	Approved - 12/10/2025
Roberto Bonilla	Approved - 12/10/2025
Rachel Bartolowits	Approved - 12/18/2025
Ron Falanga	Approved - 12/18/2025
Melanie Pompos	Approved - 12/18/2025
Kandace Pourbaix	Approved - 12/18/2025
Miranda Lanoue	Approved - 12/18/2025
Melanie Marsh	Approved - 12/26/2025
Jennifer Barker	Approved - 12/29/2025
Marisol Saldana	Final Approval - 12/29/2025

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

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LOCAL AGENCY PROGRAM AGREEMENT

FPN: 439665-1-28-01	FPN:	FPN:
Federal No (FAIN): D526 004 B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date: 05/27/2026	Federal Award Date:	Federal Award Date:
Fund: ACSL, LF	Fund:	Fund:
Org Code: 55053010541	Org Code:	Org Code:
FLAIR Approp: 088849	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No: 11 Contract No: G3R28
Recipient Vendor No: F596000695073 Recipient Unique Entity ID (UEI) No: NNPSKT8GRCU1

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 06/08/2026 | 8:56 AM EDT (This date to be entered by DOT only), by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Lake County ("Recipient").

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Rolling Acres Road (from South of County Road 466 to North of US27/US441) project, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before January 31, 2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 900,000.00 (Nine Hundred Thousand Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $450,000.00 (Four Hundred Fifty Thousand Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

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

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

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

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provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

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

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

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

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

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not

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eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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

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

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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

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

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

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

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

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

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9. Termination or Suspension of Project:

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

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

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

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

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

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

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

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

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

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Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

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☒ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

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c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: N/A

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A

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

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

RECIPIENT LAKE COUNTY

By: See attached signature page.

Name:

Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Kellie Smith FA179EF3C91040C...

Name: Kellie Smith

Title: Director of Transportation Development

Legal Review:

DocuSigned by: Chris Indelicato 4EF2CB4593A64A7...

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Local Agency Program Agreement – Rolling Acres Road (from South of County Road 466 to North of US 27/US 441) Project; FPN 439665-1-28-01

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman

This 9 day of January, 2026.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Approved as to form and legality:

Melanie Marsh, County Attorney

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 439665-1-28-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Lake County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Rolling Acres Road from South of County Road 466 to North of US 27/US 441 project is with Lake County (Recipient). The project scope includes project planning and environmental analysis services for Rolling Acres Road from South of County Road 466 to North of US 27/US 441 a length of approximately 1.5 miles.

The Project development process and all tasks identified in this Scope of Services must follow the guidance provided in the DEPARTMENT's current version of the PD&E Manual and FDOT Design Manual (FDM). Project will prepare Type 2 Categorical Exclusion including necessary supporting documentation. The tasks performed for this study will also include project coordination, public outreach and involvement, corridor analysis, safety analysis, corridor recommendations and comprehensive reports.

All pedestrian facilities and amenities shall adhere to current Americas with Disabilities Act (ADA) standards. It is the County's responsibility to ensure the federal process is followed to be eligible for federal funding for future phases of this project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation no more often than monthly and no less than quarterly. The initial invoice and progress report will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to begin by March 16, 2026.

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b) Study to be completed (Final Submittal) by September 22, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that have not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Lake County 350 N Sinclair Ave Tavares, Fl 32778	439665-1-28-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Planning/Study - Phase 28)				
FY: 2025-2026 (LAP)	$ 900,000.00	$ 450,000.00	$ 0.00	$ 450,000.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 900,000.00	$ 450,000.00	$ 0.00	$ 450,000.00
TOTAL COST OF THE PROJECT	$ 900,000.00	$ 450,000.00	$ 0.00	$ 450,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Aleacia Spann
District Grant Manager Name

DocuSigned by:
Aleacia Spann
EAEE611329C6494...
Signature

06/04/2026 | 3:30 PM EDT
Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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RESOLUTION NO. 2026 - 3

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AUTHORIZING ITS CHAIRMAN TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION A LOCAL AGENCY PROGRAM AGREEMENT REGARDING THE ROLLING ACRES ROAD FROM SOUTH OF COUNTY ROAD 466 TO NORTH OF US 27/US 441 PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Lake County, Florida intends to undertake planning and environmental analysis services for the Rolling Acres Road from South of County Road 466 to North of US 27/US 441 project; and

WHEREAS, the Board of County Commissioners of Lake County, Florida ("County") and the State of Florida Department of Transportation ("FDOT") desire to enter into a Local Agency Program Agreement regarding the participation of FDOT in the planning and environmental analysis services for the Rolling Acres Road from South of County Road 466 to North of US 27/US 441 project, FPN 439665-1-28-01.

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

Section 1. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The County authorizes the Chairman of the Lake County Board of County Commissioners to make, execute and deliver to the State of Florida Department of Transportation a Local Agency Program Agreement regarding the participation of FDOT in the planning and environmental analysis services for the Rolling Acres Road from South of County Road 466 to North of US 27/US 441 project, FPN 439665-1-28-01. The Chairman is further authorized to sign any supplements to such Local Agency Program Agreement.

Section 3. This Resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 6th day of January, 2026.

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 9 day of January, 2026.

Approved as to form and legality:

Melanie Marsh, County Attorney

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$450,000.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

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EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

Docusign Envelope ID: 4E373483-7CD2-870B-826A-14FB65008B15

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

Docusign Envelope ID: 4E373483-7CD2-870B-826A-14FB65008B15

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

Docusign Envelope ID: 4E373483-7CD2-870B-826A-14FB65008B15

To: Wendy.Scorpio@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3R28

6/3/2026

CONTRACT INFORMATION

Contract:	G3R28
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	LAKE COUNTY BOCC
Vendor ID:	F596000695073
Beginning Date of This Agreement:	06/09/2026
Ending Date of This Agreement:	01/31/2028
Contract Total/Budgetary Ceiling:	ct = $450,000.00
Description:	Rolling Acres Road (from South of County Road 466 to North of US27/US441)

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 6/3/2026

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55053010541
Expansion Option:	AZ
Object Code:	780000
Amount:	$450,000.00
Financial Project:	43966512801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2026
Budget Entity:	55100100
Category/Category Year:	088849/26
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $450,000.00

Certificate Of Completion

Envelope Id: 4E373483-7CD2-870B-826A-14FB65008B15
Status: Completed
Subject: Complete with Docusign: 439665-1-28-01 (G3R28) - Rolling Acres Road -LAKE.pdf
Contract Number (ex. C9A12, optional): G3R28
Document Contains Confidential Information?: No
Fin Proj Num (ex.123456-1-32-01, Optional): 439665-1-28-01
Office (contact Procurement if add is needed):
Local Programs
HR Action?: No
Source Envelope:
Document Pages: 31
Signatures: 3
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Wendy Scorpio
605 Suwannee Street
MS 20
Tallahassee, FL 32399-0450
wendy.scorpio@dot.state.fl.us
IP Address: 156.75.252.6

Record Tracking

Status: Original
6/4/2026 2:43:46 PM
Holder: Wendy Scorpio
wendy.scorpio@dot.state.fl.us
Location: DocuSign

Signer Events	Signature	Timestamp
Aleacia Spann aleacia.spann@dot.state.fl.us Security Level: Email, Account Authentication (None), Login with SSO	DocuSigned by: Aleacia Spann EAEE611329C6494... Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6	Sent: 6/4/2026 2:57:53 PM Viewed: 6/4/2026 3:20:44 PM Signed: 6/4/2026 3:30:08 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Chris Indelicato Chris.Indelicato@dot.state.fl.us Senior Attorney Florida Department of Transportation Signing Group: D5 Legal Signing Group Security Level: Email, Account Authentication (None)	DocuSigned by: Chris Indelicato 4EF2CB4593A64A7... Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6	Sent: 6/4/2026 3:30:10 PM Viewed: 6/8/2026 8:34:24 AM Signed: 6/8/2026 8:35:28 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Kellie Smith Kellie.Smith@dot.state.fl.us Director of Transportation Development Florida Department of Transportation Security Level: Email, Account Authentication (None)	DocuSigned by: Kellie Smith FA179EF3C91646C... Signature Adoption: Pre-selected Style Using IP Address: 2a09:bac2:72e8:119::1c:348 Signed using mobile	Sent: 6/8/2026 8:35:30 AM Viewed: 6/8/2026 8:55:49 AM Signed: 6/8/2026 8:56:40 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kim Kipp Kim.Kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/4/2026 3:30:11 PM
Linda Lee Linda.Lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/4/2026 3:30:11 PM Viewed: 6/8/2026 3:00:10 PM
Brianna Battle Brianna.Battle@dot.state.fl.us Wendy Scorpio wendy.scorpio@dot.state.fl.us Jason Martine Jason.Martine@dot.state.fl.us Signing Group: D5 Local Programs Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/8/2026 8:56:42 AM Resent: 6/8/2026 8:56:47 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2026 2:57:53 PM
Certified Delivered	Security Checked	6/8/2026 8:55:49 AM
Signing Complete	Security Checked	6/8/2026 8:56:40 AM
Completed	Security Checked	6/8/2026 8:56:42 AM

Payment Events	Status	Timestamps

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 South Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

June 10, 2026

Sharon Lewis
Senior Transportation Engineer/Planner
Lake County
350 N Sinclair Ave
Tavares, Florida 32778

SUBJECT: **LOCAL AGENCY PROGRAM (LAP) NOTICE TO PROCEED (NTP)**
FPN: 439665-1-28-01
Contract No.: G3R28
Project: Rolling Acres Road (from South of County Road 466 to North of US27/US441)

Dear Ms. Lewis:

This letter will serve as the Department's Notice-to-Proceed (NTP) to Lake County (Local Agency) for the execution of the Consultant Contract with Metric Engineering, LLC for the subject referenced project.

This notice, effective June 10, 2026, is being issued subject to:

- The Consultant Contract being fully executed and uploaded into GAP.

- The GAP **Local Agency Contracts** screen being created and completed.
  - Reminder: The Local Agency Contract # should be the Local Agency's contract # with the Consultant, not the Contract # from the LAP Agreement.

The Local Agency may proceed with the consultant NTP for the above project upon contract execution.

Per Section 13.00 of the LAP Agreement, the Local Agency will be subject to a Performance Evaluation for the above referenced project. The current performance evaluation can be found at the bottom of the Forms tab on the LAP website at:
https://www.fdot.gov/programmanagement/LAP/Forms/LapForms.shtm

Per Chapter 5 of the Local Programs Manual, the District is required to develop a monitoring plan each time a Local Agency receives a federal award. The "LAP Risk Assessment Subrecipient Monitoring Details" plan for the subject project, which outlines how your Agency will be monitored for this project, is provided in the transmittal email. This project requires submission and review of the "Project Monitoring Status Report" on a monthly basis, and submission and review of invoices and supporting

documentation on a quarterly basis. The initial invoice will be submitted within **90** days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter.

The fully executed LAP Agreement is attached, and funds in the amount of $450,000.00 have been encumbered for this project. Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

If you have any questions, please call me at (386) 943-5452.

Sincerely,

Wendy Scorpio
Local Program Coordinator

Enclosures
Cc: Financial Services

Solicitation Number: **25-726**

Solicitation Title: **Project Development and Environment Study for Rolling Acres Rd from South of CR466 to North of US 27**

Open Date: **Jun 26, 2025, 12:00:00 AM**

Close Date: **Aug 21, 2025, 3:00:00 PM**

Firm Name	**Location**
GAI Consultants, Inc.	Orlando, FL
Kimley-Horn and Associates, Inc.	Orlando, FL
Metric Engineering	Lake Mary, FL

TECHNICAL SCORING TABULATION / SHORTLIST MEETING
September 11, 2025 @ 10:30 AM to 11:30 PM
Lake County Procurement Services Conference Room STE 417
Contracting Officer: Gretchen Bechtel, CPPB

PDE - ROLLING ACRES RD. FROM S OF CR466 TO N OF US 27
RSQ #25-726
FPN: 439665-1-28-01

	Tab 1: Professional Qualifications	Tab 2: Specialized Experience and Technical Competence	Tab 3: Past projects listed on contracts with government agencies and private industries	Tab 4: The capacity to accomplish the work within their proposed completion schedule	Tab 5: Understanding of the project.	Tab 6: Approach to the project	Totals
Max Points	**60**	**45**	**45**	**30**	**60**	**60**	**300**
GAI Consultants, Inc.							
SCM#1 - M. Olka	11	8	7	5	11	11	53
SCM#2 - L. Reagan	14	12	9	6	15	13	69
SCM#3 - G. Quigley	17	13	12	8	17	17	84
Totals	**42**	**33**	**28**	**19**	**43**	**41**	**206**
Kimley Horn and Associates, Inc.							
SCM#1 - M. Olka	16	12	12	6	14	14	74
SCM#2 - L. Reagan	17	12	13	6	16	16	80
SCM#3 - G. Quigley	18	13	13	9	18	18	89
Totals	**51**	**37**	**38**	**21**	**48**	**48**	**243**
Metric Engineering, Inc.							
SCM#1 - M. Olka	13	10	10	7	13	13	66
SCM#2 - L. Reagan	16	13	11	8	16	17	81
SCM#3 - G. Quigley	18	13	13	8	17	17	86
Totals	**47**	**36**	**34**	**23**	**46**	**47**	**233**

Final Rankings	
1. Kimley-Horn and Associates, Inc.	**243**
2. Metric Engineering, Inc.	**233**
3. GAI Consultants, Inc.	**206**

Lake County Office of Procurement Services
RSQ 25-726: Project Development & Engineering (PDE) for Rolling Acres Rd. from South of CR466 to North US27
RSQ Presentations Selection Committee Meeting Minutes
Contracting Officer: Gretchen Bechtel, Office of Procurement Services

October 17, 2025
Begin Time: 9:45 AM, Adjourn Time: 12:00 PM

Presentation Schedule:
- 9:45 – GAI Consultants, Inc.
- 10:30 – Kimley Horn & Associates, Inc.
- 11:15 – Metric Engineering, Inc.

- Gretchen Bechtel:
  - Identified the solicitation name
  - Took roll of the Selection Committee (SC) members:
    - Mike Olka, Office of Public Works Engineering Division
    - Leslie Regan, Office of Planning and Zoning
    - Gallus Quigley, Office of Parks and Trails

  - Noted that the firms to providing presentations were the three firms that submitted RSQ submittals prior to the solicitation's submission deadline of August 21, 2025
    - 9:45 – GAI Consultants, Inc.
    - 10:30 – Kimley Horn & Associates, Inc.
    - 11:15 – Metric Engineering, Inc.

  - Noted that the method of scoring is noted within the RSQ.
  - Noted that scoring sheets were disseminated to the SC prior to the meeting.
  - Noted that each presentation will be for a total of 30 minutes. That time was to be broken down as 20 minutes for the presentation, followed by 10 minutes for a question-and-answer segment.
  - Noted that the RSQ allows up to three presenters per firm.

- GAI Consultants, Inc.
  - Represented by:
    - Cancelled
  - Vendor withdrew their bid submittal for this project.

- Kimley-Horn and Associates, Inc. (Raleigh, NC)
  - Represented by:
    - Cris Scooley, PE, AICP
    - Sarah Johnson, SCE
    - Hau Chau, PE
  - A presentation was given by the firm.
- The consultant exhibits strong qualifications and relevant experience on Lake County and FDOT District 5 PDE projects, with high staff availability and expertise. They have committed to an accelerated 15-month schedule for this Type II Categorical Exclusion project, aligning environmental and species efforts to specified windows and initiating the ETDM process early. Their approach includes a single point of contact, three subconsultants, and a variety of design options for Traffic, Safety, and

Public Involvement. Notably, they have completed 14 LAP projects in District 5 and over 75 statewide, with staff availability ranging from 80% to 55%, indicating a robust capacity for timely and successful project delivery.

- Metric Engineering, Inc. (Miami, FL)
  - Represented by:
    - Nicole Mauntler, PE, AICP
    - Brian Fuller, PE
    - Rob Myers
  - A presentation was given by the firm.
    - The consultant demonstrated sufficient qualifications with extensive PDE experience across other FDOT districts, though none specifically in District 5. Staff availability was moderate at approximately 60%. The team showed a solid understanding of project history, prior studies, and corridor constraints, including right-of-way variation, topographical challenges, and safety considerations supported by crash data. The approach includes geofencing for public involvement, in-house quality control, and three subconsultants, with an anticipated 16-month schedule. The team's 30+ years of PDE experience and 15+ years in environmental and signal control reflect technical depth, and the interview was conducted in a direct and professional manner.
- Selection Committee Presentation Scoring & Final Ranking

Final Rankings	
1. Metric Engineering	**266**
2. Kimley-Horn & Associates	**265**
3. GAI Consultants, Inc.	**0**

- Meeting Adjourn

PRESENTATION SCORING TABULATION

October 17, 2025 @ 9:45 AM - 11:30 AM (EST)

Lake County Procurement Services Conference Room STE 417

Contracting Officer: Gretchen Bechtel, CPPB

PROJECT DEVELOPMENT AND ENVIRONMENT STUDY FOR ROLLING ACRES RD

RSQ# 25-726

FPN: 439665-1-28-01

	Tab 1: Professional Qualifications	Tab 2: Specialized Experience and Technical Competence	Tab 3: Past projects listed on contracts with government agencies and private industries	Tab 4: The capacity to accomplish the work within their proposed completion schedule	Tab 5: Understanding of the project.	Tab 6: Approach to the project	Totals
Max Points	**60**	**45**	**45**	**30**	**60**	**60**	**300**
GAI Consultants - Bid Withdrawn							
SCM#1 - M. Olka	0	0	0	0	0	0	0
SCM#2 - L. Reagan	0	0	0	0	0	0	0
SCM#3 - G. Quigley	0	0	0	0	0	0	0
Totals	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Kimley-Horn and Associates, Inc.							
SCM#1 - M. Olka	17	12	12	7	17	17	82
SCM#2 - L. Reagan	18	15	13	8	20	18	92
SCM#3 - G. Quigley	19	14	12	9	18	19	91
Totals	**54**	**41**	**37**	**24**	**55**	**54**	**265**
Metric Engineering, Inc.							
SCM#1 - M. Olka	17	11	11	8	18	17	82
SCM#2 - L. Reagan	18	15	15	10	18	18	94
SCM#3 - G. Quigley	19	14	12	9	17	19	90
Totals	**54**	**40**	**38**	**27**	**53**	**54**	**266**

Final Rankings	
1. Metric Engineering	**266**
2. Kimley-Horn & Associates	**265**
3. GAI Consultants, Inc.	**0**

* Tie Scores are listed in alphabetical order

RSQ #25-726

CONTRACT 25-726 FOR PROJECT DEVELOPMENT & ENVIRONMENT STUDY SERVICES FOR ROLLING ACRES RD

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND METRIC ENGINEERING LLC FOR PROJECT DEVELOPMENT & ENVIRONMENT STUDY SERVICES FOR ROLLING ACRES RD. RSQ #25-726

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida ("COUNTY"), and Metric Engineering, LLC, its successors and assigns ("CONSULTANT").

WITNESSETH:

WHEREAS, County publicly submitted a Request for Project Development & Environmental Study Services for Rolling Acres Rd. (RSQ #25-726); and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The above recitals are true and correct and incorporated in this Agreement.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide professional engineering services for Project Development & Environmental Study Services for Rolling Acres Rd. (the "Project"), in accordance with the Scope of Work attached as **Attachment A**. The Project will be funded through a Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") Agreement. All Federal Highway Administration regulation and guidelines for use of federal funds will apply to the Project.

2.2 CONSULTANT agrees and acknowledges that time is of the essence in completing the Scope of Work identified in this Agreement. All services must be completed no later than **January 31, 2028,** after the Notice to Proceed is issued, unless a written change order has been duly executed by both parties. Continuation of the performance period beyond the initial period is a COUNTY prerogative, and not a right of CONSULTANT. This prerogative may only be exercised when such continuation is clearly in the best interest of COUNTY.

2.3 This Agreement will commence upon the date of the purchase order or related Notice to Proceed from COUNTY and will remain in effect until the Project is completed and accepted by COUNTY's authorized representative and until completion of any express or implied warranty periods. CONSULTANT shall maintain, for the entirety of this Agreement, if any, the same prices, terms, and conditions included within this Agreement.

2.4 CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by COUNTY. CONSULTANT acknowledges that nothing in this Agreement 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 CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 3. Payment

3.1 The parties agree the total cost of the Project not to exceed the amount of **$899,999.34.** COUNTY shall pay CONSULTANT to complete the Scope of Work pursuant to the Pricing Schedule attached as **Attachment B**.

3.2 CONSULTANT shall submit invoices based on lump sum, specific rates of compensation to the County addressed to Lake County Board of County Commissioners, P.O. Box 7800, Tavares, Florida 32778, unless CONSULTANT is notified in writing by COUNTY of a different address and location of COUNTY's office. Each invoice must contain the Request for Statement of Qualifications (RSQ) number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. CONSULTANT shall keep a travel log indicating all dates of travel, mileage, and other pertinent information.

CONSULTANT may receive periodic payments on a thirty (30) day interval for Project tasks completed during that period by CONSULTANT and approved by COUNTY. Payment will be lump sum, specific rates of compensation based upon the Pricing Scheduled, attached as Attachment B, but not to exceed the amount listed in paragraph 3.1 above. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for COUNTY to provide payment, CONSULTANT shall submit a fully documented invoice that provides the basic information set forth above.

3.3 COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 CONSULTANT hereby agrees and acknowledges that this Agreement is funded through a State of Florida, Department of Transportation, Local Agency Program Agreement (LAP), FPN: 439665-1-28-01. CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies. CONSULTANT shall additionally comply with all requirements imposed by applicable federal, state or local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R., Part 29, when applicable. COUNTY will make a determination of allowable costs in accordance with Federal cost principles. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT upon request.

Article 4. COUNTY's Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one COUNTY staff member to act as COUNTY's Project Manager.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to CONSULTANT all necessary and available data, photos, and documents COUNTY possesses that would be useful to CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. CONSULTANT shall, during the entire duration including any renewals of this Agreement, be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida law to perform the services contained in this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with Florida law.

5.2 Key Personnel. CONSULTANT agrees that each person listed or referenced in the qualifications package will be available to perform the services described in this Agreement for COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of COUNTY. In the event the requested substitute is not satisfactory to COUNTY and the matter cannot be resolved to the satisfaction of COUNTY, COUNTY reserves the right to terminate this Agreement.

5.3 Termination.

A. Termination for Convenience: COUNTY, at its sole discretion, reserves the right to terminate this Agreement upon thirty (30) days written notice. Upon receipt of such notice, CONSULTANT shall not incur any additional costs under this Agreement. COUNTY will be liable only for reasonable costs incurred by the vendor prior to notice of termination. COUNTY will be the sole judge of "reasonable costs."

B. 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, this Agreement will be cancelled and CONSULTANT 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 this Agreement.

C. Termination for Default: COUNTY reserves the right to terminate this Agreement, in part or in whole, or effect other appropriate remedy in the event CONSULTANT fails to perform in accordance with the terms and conditions stated in this Agreement. COUNTY further reserves the right to suspend or debar CONSULTANT in accordance with COUNTY ordinances, resolutions and administrative orders. CONSULTANT will be notified by letter of COUNTY's intent to terminate. In the event of termination for default, COUNTY may procure the required goods or services from any source and use any method deemed in its best interest. All re-procurement cost will be borne by CONSULTANT.

5.4 Assignment of Agreement. This Agreement may not be assigned or sublet except with the written consent of Lake County's Procurement Services Director on behalf of COUNTY. No such consent will be construed as making COUNTY a party to the assignment or subcontract or subjecting COUNTY to liability of any kind to any assignee, subconsultant or subcontractor. No

assignment or subcontract will under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify COUNTY immediately. COUNTY may terminate this Agreement in the event the acquiring entity does not meet with COUNTY's approval.

5.5 Insurance. CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to COUNTY, policies of insurance**,** with a company or companies authorized to do business in the State of Florida, and which are acceptable to COUNTY, insuring CONSULTANT 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 obligations of CONSULTANT under the terms and provisions of this Agreement. CONSULTANT is responsible for timely provision of all certificates of insurance to COUNTY at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the Agreement. Such policies of insurance, and confirming certificates of insurance, must insure CONSULTANT 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
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

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 vendor must provide a notarized statement that if he or she is injured; he or she will not hold 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

Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, and the Florida Department of Transportation must be named as additional insured as their interest may appear on all applicable liability insurance policies.

All certificates of insurance must provide for a minimum of thirty (30) days prior written notice to COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

CONSULTANT shall provide a copy of all policy endorsements, reflecting the required coverage, with COUNTY and the Florida Department of Transportation listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. ***(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements)***.

All certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE BOARD OF COUNTY COMMISSIONERS, AND FLORIDA DEPARTMENT OF TRANSPORTATION.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance must evidence a waiver of subrogation in favor of COUNTY, that coverage will 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 COUNTY.

CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to CONSULTANT evidencing coverage and terms in accordance with CONSULTANT's requirements. Self-insured retentions are not acceptable.

COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of CONSULTANT or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by COUNTY of any insurance supplied by CONSULTANT or subconsultants, nor a failure to disapprove that insurance, will relieve CONSULTANT or subconsultants of full responsibility for liability, damages, and accidents as set forth in this Agreement.

5.6 Conflict of Interest. CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in CONSULTANT as a business entity, and that no such person will have any such interest at any time during the term of this Agreement unless approved in writing by COUNTY

upon consultation with its attorney. The certifications applicable to CONSULTANT, which have been executed by CONSULTANT, are attached as **Attachment C**. County will consider CONSULTANT in default of this Agreement in the event a conflict of interest on the Project is found to exist.

Neither CONSULTANT nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the CONSULTANT or COUNTY during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the CONSULTANT, the CONSULTANT , with prior approval of FDOT, may waive the prohibition contained in the paragraph provided that any such present member, officer or employee shall not participate in any action by the CONSULTANT or the COUNTY relating to such contract, subcontract or arrangement. CONSULTANT shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the CONSULTANT or of the COUNTY during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the CONSULTANT and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

5.7 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 consultant, supplier or sub-consultant 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

5.8 Indemnity. To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the COUNTY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

The foregoing indemnification shall not constitute a waiver of the Department's or COUNTY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify COUNTY for the negligent acts or omissions of COUNTY, its officers, agents, employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

5.9 Independent Contractor. CONSULTANT agrees that it will be acting as an independent contractor and will not be considered or deemed to be an agent, employee, joint venturer, or partner

of COUNTY. CONSULTANT will have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.10 Ownership of Deliverables. Upon completion of and payment for a task, CONSULTANT agrees that all tasks and deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT will be and remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all tasks and deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the Project described in this Agreement. COUNTY's alteration of CONSULTANT's work product or its use by COUNTY for any other purpose swill be at COUNTY's sole risk.

5.11 Return of Materials. Upon the request of COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to CONSULTANT by COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.12 Delays. 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 from any cause whatsoever, will relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from COUNTY. CONSULTANT expressly acknowledges and agrees that CONSULTANT will receive no damages for delay. CONSULTANT's sole remedy, if any, against COUNTY will be the right to seek an extension to the contract time. However, this provision will not preclude recovery of damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith, or active interference on the part of COUNTY. Otherwise, CONSULTANT 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.

The parties will exercise every reasonable effort to meet their respective obligations under this Agreement. Notwithstanding the above, the parties 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, natural disasters, wars, riots, transportation problems or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.13 Accuracy and Warranty. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections must be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by COUNTY. CONSULTANT agrees that the products and services provided

under this Agreement will be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.14 Truth in Negotiation Certificate. By signing this Agreement, CONSULTANT represents that it has executed FDOT's truth in negotiation certification.

5.15 Codes and Regulations. All work completed under this Agreement must conform to all applicable federal, state, and local laws.

5.16 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement 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 CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.17 Public Records/Copyrights.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by CONSULTANT for or on behalf of COUNTY will be the property of COUNTY and will be turned over to 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 County are public records available for inspection by any person even if the file or paper resides in CONSULTANT's office or facility. CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, and in accordance with any grant requirements, whichever is longer. Prior to the completion of the Project or termination of this Agreement, CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name, mailing address, and telephone number to COUNTY.

B. Any copyright derived from this Agreement will belong to the author. The author and CONSULTANT shall expressly assign to COUNTY nonexclusive, royalty free rights to use any and all information provided by CONSULTANT in any deliverable medium for COUNTY's use which may include publishing in COUNTY documents and distribution as COUNTY deems to be in COUNTY's best interests. If anything included in any deliverable limits the rights of COUNTY to use the information, the deliverable will be considered defective and not acceptable and CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by COUNTY to perform the services identified in this Agreement.
2. CONSULTANT shall retain all records pertaining to this Agreement for five (5) complete calendar years following expiration of the Agreement.
3. Upon request from COUNTY's custodian of public records, provide 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.
4. 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 CONSULTANT does not transfer the records to COUNTY.

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT P.O. BOX 7800, TAVARES, FL 32778, 352-343-9839, OR VIA EMAIL AT PURCHASING @LAKECOUNTYFL.GOV.

5.18 Right to Audit. County reserves the right to require CONSULTANT to submit to an audit, by any auditor of County's choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to County for five (5) complete calendar years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by County to ensure compliance with applicable accounting and financial standards.

If CONSULTANT provides technology services, CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control *(*SOC) reports upon request by County. The SOC reports must be full Type II reports that include CONSULTANT'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 CONSULTANT.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONSULTANT to 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 County's audit must be reimbursed to County by CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of CONSULTANT'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 County's audit findings to CONSULTANT.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by CONSULTANT in performance of any work under this Agreement.

5.19 FDOT Inspections. CONSULTANT shall provide all information and reports required by any regulations or directives issued pursuant to those regulations, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by FDOT, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to FDOT, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information. If FDOT unilaterally cancels the LAP Agreement between FDOT and COUNTY for refusal of CONSULTANT to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement, COUNTY will have the right to unilaterally terminate this Agreement for cause. COUNTY reserves all legal rights and remedies to recover from CONSULTANT any funds paid under this Agreement that are not reimbursed through the LAP Agreement if COUNTY exercises its termination rights under this Agreement.

5.20 Terms for Federal-Aid Contracts. CONSULTANT acknowledges that this Agreement will be furnished to COUNTY, FDOT, and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil. CONSULTANT shall comply with the Local Agency Program Federal-Aid Terms for Professional Services Contracts (375-040-84), a copy of which is attached hereto as **Attachment D** and incorporated herein, as a part of this Agreement.

5.21 Drug-Free Workplace. CONSULTANT certifies that it has and will provide a drug-free workplace program throughout the duration of providing services under this Agreement, as defined in Section 287.087, Florida Statutes.

5.22 Public Evaluation. At the end of the contract period, the parties agree that COUNTY will evaluate CONSULTANT's performance. This evaluation will consist of a meeting with CONSULTANT's authorized representative and the Lake County Public Works Department Director or designee and a review of the Project file done at the completion of the Project to determine whether the Project was completed by CONSULTANT, and any subconsultants, in accordance with this Agreement and the services completed to the satisfaction of COUNTY. This evaluation will become public record.

5.23 E-Verify. CONSULTANT 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 CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors or subconsultants performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors or subconsultants utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment

eligibility of all new employees hired by the subcontractors or subconsultants during the term of the contract.

5.24 LAP Agreement. CONSULTANT acknowledges this Project will be funded through a Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") and that a LAP Agreement will/has been entered between FDOT and COUNTY. CONSULTANT may request that a copy of LAP Agreement from COUNTY.

5.25 Certification Regarding Scrutinized Companies Lists. By executing this Agreement, CONSULTANT 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. CONSULTANT 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. CONSULTANT further understands that any contract with COUNTY for goods or services of $1 million or more may be terminated at the option of COUNTY if CONSULTANT 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.

Article 6. Miscellaneous Provisions

6.1 This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie in Lake County, Florida and trial will be non-jury.

6.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

6.4 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

6.6 The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

6.7 Any individual, corporation, or other entity that attempts to meet its contractual obligations with COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. COUNTY, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

6.8 CONSULTANT shall act as the prime CONSULTANT for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services under this Agreement. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subconsultants will be subject to advance review by COUNTY in terms of competency and security concerns. No change in subconsultants may be made without consent of COUNTY. CONSULTANT will be responsible for all insurance, permits, licenses and related matters for any and all subconsultants. COUNTY may require CONSULTANT to provide any of the subconsultant's insurance certificates required by the work to be performed.

6.9 The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

If to CONSULTANT
Metric Engineering LLC
Attn: Lili Rettig
13940 SW 136 Street, Suite 200
Miami, Florida 33186

If to COUNTY:
County Manager
315 West Main Street
Post Office Box 7800
Tavares, Florida 32778-7800

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

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

7.2 This Agreement contains the following Attachments, all of which are incorporated in this Agreement:

Attachment A	Scope of Work
Attachment B	Pricing Schedule
Attachment C	Certifications
Attachment D	Local Agency Program Federal-Aid Terms

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONSULTANT through its duly authorized representative.

RSQ #25-726

CONTRACT 25-726 FOR PROJECT DEVELOPMENT & ENVIRONMENT STUDY SERVICES FOR ROLLING ACRES RD

CONTRACTOR
Metric Engineering LLC

_____
Robert Linares
Executive Vice President / Authorized Signature
License: 63003
This 10th day of June 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

Project Development & Environment (PD&E) Study
ROLLING ACRES ROAD FROM SOUTH OF CR 466 TO NORTH OF US 27

1. BACKGROUND

A qualified Engineering Firm to provide project development and environment study services (PD&E) for Rolling Acres Road, in Lake County, Florida. The project is funded with Federal funds under the Florida Department of Transportation (FDOT), Local Agency Program (LAP) FPN: 439665-1-28-01.

The project consists of a PD&E study service from south of CR 466 to North of US 27 a length of approximately 1.62 miles. The Consultant shall perform the engineering services required for a Type 2 Categorical Exclusion (CE) in compliance with the National Environmental Policy Act (NEPA) for environmental effects, along with environmental documents, engineering reports and public hearings.

The Project development process and all tasks identified in this Scope of Services shall follow the guidance provided in the DEPARTMENT's current version of the **PD&E Manual** and **FDOT Design Manual (FDM)**. As discussed in **Part 1**, **Chapter 1**, of the **PD&E Manual**, the PD&E Manual satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, Project documents prepared by the CONSULTANT shall comply with all applicable state and federal laws, regulations, and Executive Orders.

The County will provide all previous Preliminary Engineering Study (PER) and Environmental Reports. The County will provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility.

Task 1 Administration

A. **Attend Notice to Proceed / Project Overview Meeting**

The Consultant will prepare for and attend a Notice to Proceed Meeting or internal Project Overview meeting with the Lake County Project Manager and staff. At this meeting, Lake County staff and key members of the consulting team will set the final parameters for the project and formally initiate the study.

B. **Project Status Meetings**

The appropriate members of the consulting team will attend up to five (5) periodic virtual meetings with the Lake County Project Manager and staff to discuss project progress and status and upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the project team. The Consultant will prepare and distribute meeting minutes following each of these meetings.

C. **Project Schedule**

The Consultant will submit a detailed project schedule identifying major tasks, their duration and task relationships.

Task 2 Public Involvement

Public Meeting and Hearing displays shall be approved for completeness by FDOT prior to public notification of meeting. The public involvement element of this project is a primary component distinguishing this project from a roadway design project. The purpose of the public involvement element is to involve the community in the project development and decision-making process so that the County can develop a project that not only meets the transportation needs of the area but is also supported by the community it is intended to serve. Therefore, the Consultant will conduct the following public involvement activities throughout the project:

A. Public Involvement Plan

The Consultant will prepare a Public Involvement Plan (PIP) and submit it to the County Project Manager for review and approval. Public meeting and hearing displays shall be approved for completeness by FDOT prior to public notification of meeting. The PIP will delineate the Consultant's efforts to inform and involve the citizens of the County, the appropriate state and local agencies, and the responsible appointed and elected public officials in the project development, review and approval process.

B. Public Information/Participation Meetings

The Consultant will prepare for and conduct one (1) public information/participation meetings as described below.

This meeting will have an open house format, in addition to a short formal presentation. The recommended improvements concept will be displayed on aerial photography for review by the public. The consulting team will be available to respond to questions and hold one-on-one conversations with members of the public.

The purpose of this meeting will be to present the project team's Draft Recommended Improvement Concept to the public for review and comment prior to presentation to the Board of County Commissioners (BCC). The Consultant will present the recommended improvement concept to the public and respond to their questions and comments.

The Consultant will conduct all meetings for the County and will ensure an adequate number of personnel are present in addition to the County staff. The Consultant will be responsible for all presentation and handout materials, as directed by the County, and will provide a summary of each meeting. The Consultant will prepare written responses to all questions not adequately addressed at the meetings and will provide follow-up information necessary to adequately respond to the public's comments and questions. The meeting will be in person with no virtual component.

C. Board of County Commissioners Public Hearing

The Consultant will provide all support necessary for the County to conduct a Final Public Hearing on the recommended improvement concept. The Consultant will provide an aerial photo of the corridor in digital format. The Consultant will prepare a Power Point presentation for the BCC Public Hearing.

D. Coordination Meetings

The Consultant will coordinate and conduct necessary discussions and meetings with

the following local and state organizations to inform them of the project and solicit their input:

- Florida Department of Transportation
- City of Fruitland Park
- Local Utilities
- Department of Environmental Protection
- Water Management District
- Others

E. Mailing List

The Consultant will prepare a mailing list of interested parties which includes any person or institution expressing an interest in the project, potential permitting or review agencies, elected and appointed officials in the area, community leaders, media representatives and all homeowners/property owners located within 300 feet of any improvement concept.

The Consultant will regularly update the mailing list during the course of the study.

F. Newsletters / Notices

The Consultant will coordinate the preparation and distribution of newsletters at the start of the Public Meeting and Public Hearing.

The newsletters will be double-sided and printed in color on 8 $^{1}/2$" x 11" sheets. The newsletters will be sent to each entry included in the data base mailing list. Those newsletters not mailed will be distributed as needed through small group meetings, and public meetings.

G. Notices

The Consultant will coordinate the preparation of a public notice. The newsletters will be sent to each entry included in the data base mailing list.

H. WEB Page Creation / Maintenance

The Consultant will prepare information regarding the study for Lake County to post on its web page. The Consultant will coordinate with the appropriate county offices to ensure compatibility.

I. Advertisements / News Releases

The Consultant will coordinate the preparation news releases to the appropriate agencies prior to each public meeting and the final BCC Public Hearing. The Lake County Communications/Public Information Office will distribute the news releases.

J. Quality Control

The Consultant shall be responsible for ensuring that all work products conform to Lake County standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the Consultant. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities

by objective and qualified individuals who were not directly responsible for performing the initial work.

The Quality Control Plan shall include the proposed method or process of providing Quality Control for all work products, and shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

In Summary, the consultant will prepare for and attend meetings with the staffs of involved agencies and jurisdictions. The consultant will prepare for and attend up to one (1) presentation/public hearing before the Lake County BCC and up to one (3) public workshop/meeting for the general public and affected residents and business owners.

Task 3 Data Collection

Immediately upon receipt of the Notice to Proceed, the consulting team will begin collecting the engineering, drainage, hydraulic, and environmental data necessary to develop and evaluate a reasonable range of alternative improvement concepts to meet the travel demand within the Rolling Acres Road Study Area. The Consultant will utilize information gathered in the previous studies for the widening of Rolling Acres Road and other sources.

A. Aerial Photography/Base Maps

The Consultant will prepare 1" =100' scale verified aerial based raster image maps. This photography will be used to present the master drainage basins, the alternative improvement concepts, the recommended improvement concept, right-of-way requirements and any other required information. Color aerial photography will also be prepared at a scale of 1" =100'. This will be used to present the overall project concept and the final preferred improvement alternative to the public at the various public meetings.

B. Existing Roadway Characteristics

The Consultant will conduct field investigations to collect all pertinent existing roadway information necessary to develop, evaluate and compare the alternative improvement concepts. The roadway data will be compiled, documented and mapped on the aerial photography base maps for public presentations.

C. Traffic Data

The Consultant will collect the traffic data and develop the traffic factors and design traffic projections listed below:

1. Traffic Counts

The Consultant will collect a combination of 72-hour, 24-hour and classification traffic counts (by 15-minute increments) at the locations listed below.

- 72-hour count locations at key locations
- 24-hour additional count locations, as needed, at key locations along the corridor.
- Turning movement count locations at major intersections along the Corridor

2. Traffic Factors

Using the data collected through the traffic count program described above, the Consultant will develop current and future year values for the following traffic factors:

- Peak to Daily Ratio (K) Factor
- Directional Split (D) Factor
- Truck Factor (T)

3. Design Traffic Projections

Using the Lake-Sumter Metropolitan Planning Organization (MPO) approved travel forecasting model (Central Florida Regional Planning Model (CFRPM)), the Consultant will prepare opening year, interim year, and design year travel forecasts for the Rolling Acres Road study segment for Build and No-Build conditions.

The traffic projections will be presented as average annual daily traffic (AADT) and directional design hour volumes (DDHV). For the purpose of this study, the following horizon years will be assumed:

Opening Year 2026

Design Year 2045

The Consultant will also prepare peak-hour turning movement forecasts for each major intersection.

The design traffic volumes will be used to establish the basic design requirements for the roadway typical section and each intersection. Using the design traffic volumes, the Consultant will perform an operational analysis of each major intersection (for both the Build and No-Build alternatives) to establish the minimum required lane geometry needed to adequately serve the projected turning movements.

4. Design Traffic Technical Memorandum

The Consultant will document the traffic data, travel forecasting and analysis activities in an interim *Design Traffic Technical Memorandum* that will be submitted to the County for review and approval. The final Design Traffic Technical Memorandum will be documented in the *Rolling Acres Road Conceptual Analysis Report.*

D. Crash Data

The Consultant will collect available crash data/information from local sources for the most recent three (3) years. The data collected will, at a minimum, include number and type, location, fatalities, and injuries.

E. Utilities

The Consultant will identify the following existing and proposed utilities that may influence location and design consideration:

- Overhead transmission lines, microwave towers, etc.
- Underground water, gas, sanitary sewer, force mains, power cables, etc.

The Consultant will document this information in the Utility Section of the *Rolling Acres Road Roadway Conceptual Analysis Report*, which will summarize how the existing utilities will influence location and design considerations.

F. Transportation Plans

The Consultant will review and document plans for all modes of transportation, including automobile, transit, and non-motorized vehicles. The information received from these plans will be used to reaffirm the project needs and to develop and evaluate the alternative improvement concepts.

G. Soil Survey and Geotechnical Data

The Consultant will review existing soil maps and available geotechnical information for the study area to verify pavement and slope design.

There is no further need to identify stormwater retention pond areas as these have been previously designed, permitted, and constructed.

The results of the geotechnical data collection activities will be documented in the Geotechnical Section of the *Rolling Acres Road Roadway Analysis Report*. This section will document existing data and boring results and will contain preliminary recommendations relevant to the project.

H. Right-of-Way Mapping

The Consultant will prepare right-of-way identification maps for that portion of the project from Rolling Acres Road at a 1" =100' scale suitable for use at the public meetings. The maps will include section line ties, existing right-of-way, subdivisions and property lines based on the last deed of record provided by the County. Lake County has previously Surveyed this alignment and acquired right of way along the corridor.

I. Survey Requirements

The Consultant shall provide sufficient Land Survey information to provide property line information for the PD&E study. Lake County has previously Surveyed this alignment and acquired right of way along the corridor.

J. Land Use Plans

The Consultant shall collect all land use information (existing and future) necessary to develop and evaluate a reasonable range of alternative roadway improvements and to identify locations where right-of-way could potentially be dedicated for the roadway improvement. Information to be collected will include future land use plans, proposed development plans, zoning regulations, Lake County's Comprehensive Policy Plan, and preliminary and final plats. This information will be updated regularly throughout the study period. The Consultant will map pertinent information on the aerial base maps.

K. Quality Control

The Consultant shall be responsible for ensuring that all work products conform to Lake County standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the Consultant. This QC process shall

insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The Quality Control Plan shall include the proposed method or process of providing Quality Control for all work products, and shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

Task 4 Environmental Analysis

A. Cultural Features

The Consultant shall coordinate with FWC or FWS, for environmental (NRE) and SHPO (CRAS) will collect information on cultural facilities such as parks, schools and recreation areas, as well as the neighborhoods they serve that are located within the vicinity of the Rolling Acres Road study corridor. This information will be mapped and documented.

B. Archaeological and Historic Features

The Consultant will review sources to identify recorded historical and archaeological sites within the study area. Utilizing this information, the Consultant will map all sites that may influence the location and evaluation of alternative improvement concepts. This information will be documented in the Cultural Resource section of the *Rolling Acres Road Roadway Analysis Report*.

C. Hydraulic and Natural Features

The Consultant will review existing information to identify significant hydraulic and natural features found within the study area. The Consultant will supplement documented information with field reviews of the study area. Information to be documented will, at a minimum, include the following:

- Wetlands
- Water Quality
- Floodplains and Floodways
- Drainage outfalls

The Consultant will document, in report and map format, all information that may influence the location and evaluation of alternative improvement concepts.

The Consultant will also collect permit-related information on sites that may require environmental resource permits, dredge and fill permits, water quality permits or stormwater discharge permits. This activity will include identifying all relative permitting agencies and all existing permits and their conditions.

D. Threatened and Endangered Species

The Consultant will review existing information to determine the potential presence of threatened or endangered plant and animal species within the study area. The Consultant will supplement documented information with field reviews of the study area. The Consultant will document in report and map format (in the *Rolling Acres Road*

Roadway Analysis Report) all information that may influence the location and evaluation of alternative improvement concepts.

E. Contamination/Hazardous Material Sites

The Consultant will review available records to identify sites with documented or possible undocumented contamination. To supplement this recorded information, the Consultant will perform a field review of the study area to identify non-reported sites that may potentially be contaminated with hazardous materials. The contamination data and analysis activities will be documented in the Contamination section of the *Rolling Acres Road Roadway Analysis Report*.

F. Noise Sensitive Site Impacts

The Consultant will estimate the number of noise sensitive sites impacted by each alternative.

G. Geotechnical Analysis

The Consultant will evaluate the suitability of the soil underlying each alternative for roadway construction.

H. Corridor Analysis/Project Need

Following completion of the data collection and evaluation activities, the Consultant will perform a corridor analysis for the study area. This analysis will determine if the existing Rolling Acres Road corridor is the most appropriate corridor within which alternative improvement concepts should be developed and evaluated.

The Corridor Analysis activities will, at a minimum, reconfirm the improvement need and address the existing and projected travel demand within the corridor, the current and projected development pattern within the corridor and the presence of any environmentally sensitive features within the corridor.

The Consultant will prepare a *Corridor Analysis Technical Memorandum* with typical sections that will document the Corridor Analysis activities. The technical memorandum will be submitted to the County for approval and will be finalized in the Corridor Analysis section of the *Rolling Acres Road Roadway Analysis Report*.

I. Quality Control/Quality Assurance

The Consultant shall be responsible for permitting necessary and coordination with agencies of interest such as Fish and Wildlife Conservation Commission (FWC), Florida Ecological Services Office (FWS), and the State Historic Preservation Office (SHPO). Consultant shall be responsible for ensuring that all work products conform to Lake County standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the Consultant. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The Quality Control Plan shall include the proposed method or process of providing Quality Control for all work products, and shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

In preparation of the CE document, the Consultant shall coordinate with the FDOT Environmental Project Manager to obtain the latest CE format. The Consultant shall prepare the CE document for FDOT signatures. The CE document at a minimum shall address the following:

- Identify the project with State/County/MPO's Long Range Plan
- Establish logical termini for the NEPA study
- Evaluate existing conditions and identify purpose & need
- Identify alternatives, if applicable
- Describe the proposed action
- Identify any relocations and summarize the relocation study results and commitments
- Identify property acquisition from any federal agencies or Tribes
- Summarize Cultural Resource Issues and commitments
- Section 4(f) evaluation per FDOT PD&E Manual to be completed in SWEPT by consultant with guidance and approval from FDOT.
- Identify noise impacts and summarize noise commitments if applicable
- Summarize T&E Species Analysis and commitments

The Planning Consistency Determination shall be provided prior to initial consultation with FDOT Environmental Management Office (EMO). The approved Planning Consistency Determination shall be provided prior to the initial consultation with FDOT Central Office – Office of Environmental Management.

The NEPA document at a minimum shall include the following and the supporting studies need to be arranged in the same order as the issues being discussed in the NEPA document.:

- The CE form/document
- Plan Notes
- The initial study footprint and construction plans with proposed right-of- way
- Any property owner notification letters
- FEMA Maps and NRCS Coordination
- Census Maps (for projects with Environmental Justice)
- The completed Specialist Studies and Agency Coordination and Public Involvement (if applicable)
- Approval Memo from FDOT Specialists for studies reviewed by the FDOT Specialists
- Public Meeting Notice, Meeting Minutes, Summary of Public Comments and Responses (if applicable)

- Efficient Transportation Decision Making (ETDM) Programming Summary Report shall be completed by the consultant with FDOT guidance and approval.
- Type 2CE Approval Process will utilize SWEPT. SWEPT Task shall be complete by the Consultant with FDOT guidance and approval.
- Requirements for post LDCA tasks including advertising approved environmental document.

The Consultant will prepare an evaluation matrix to document and compare the results of the evaluation tasks. This matrix will be used to clearly identify the most viable improvement concept. It will be prepared in a manner suitable for presentation to the public. A draft Alternatives Evaluation and Comparison Matrix will be provided by the Consultant. The two alternatives are No-build and 4 laning the current alignment.

The Consultant will prepare the draft *Rolling Acres Road Roadway Analysis Report* documenting all activities leading to and including selection of the preferred improvement concept. This draft will be prepared and available for public review prior to the final public hearing. The Consultant will finalize the document following the BCC Public Hearing by incorporating the final public input received and the BCC's final action on the recommendation.

Task 5 Deliverables

One primary document entitled the Rolling Acres Road Roadway Analysis Report which will record all public involvement activities, alternatives development and analysis efforts, and the final recommendation will be prepared. A report outline will be submitted to the County for review and approval prior to initiating documentation. It will contain summaries and recommendations pertaining to the preferred alternative and potential impacts associated with it. Following the Public Hearing and final action by the BCC, the Consultant will finalize the Rolling Acres Road Roadway Analysis Report by formally documenting BCC action and the public involvement process.

Brief technical memorandums will be prepared throughout the course of the study to document interim decision on the traffic forecasts and the initial corridor analysis process. These technical memorandums will be formally incorporated into the Rolling Acres Road Roadway Analysis Report prior to the final public meetings.

Interim and final right-of-way identification maps will also be prepared to the County's specifications.

All draft and interim reports are due a minimum of two (2) weeks prior to the Senior Staff Presentation. All submittals must be both in Hard Copy and Electronic (PDF).

Public Involvement Plan Technical Memorandum

- Corridor Analysis Technical
- Memorandum Design Traffic Technical Memorandum
- Draft Design Traffic Report

Rolling Acres Roadway Conceptual Analysis Report

- Draft Report submitted prior to the BCC Public
- Hearing Final Report submitted
- following the BCC Public Hearing Digital files

Right-of-way Identification Maps

- Hard Copy – paper, full size Digital Files

Engineering Tasks:

- Project Traffic Analysis Report (PTAR)
- Preliminary Engineering Report (PER)
- Drainage Analysis Technical Memorandum or Pond Siting Report (PSR)
- Location Hydraulics Report (LHR)
- Typical Section Package (TSP)

Environmental Tasks:

- Socio Cultural Effects Evaluation (SCE) if relocations are anticipated, otherwise document in Type 2 CE and PER
- Cultural Resource Assessment Survey (CRAS)
- Natural Resources Evaluation (NRE)
- Water Quality Impact Evaluation (WQIE) Checklist
- Farmlands Impacts if Applicable See PD&E Manual, Part 2 Chapter 6
- Noise Study Report (NSR)
- Contamination Screening Evaluation Report (CSER)
- Conceptual Stage Relocation Plan (CSRP) if relocations are anticipated.

Final:

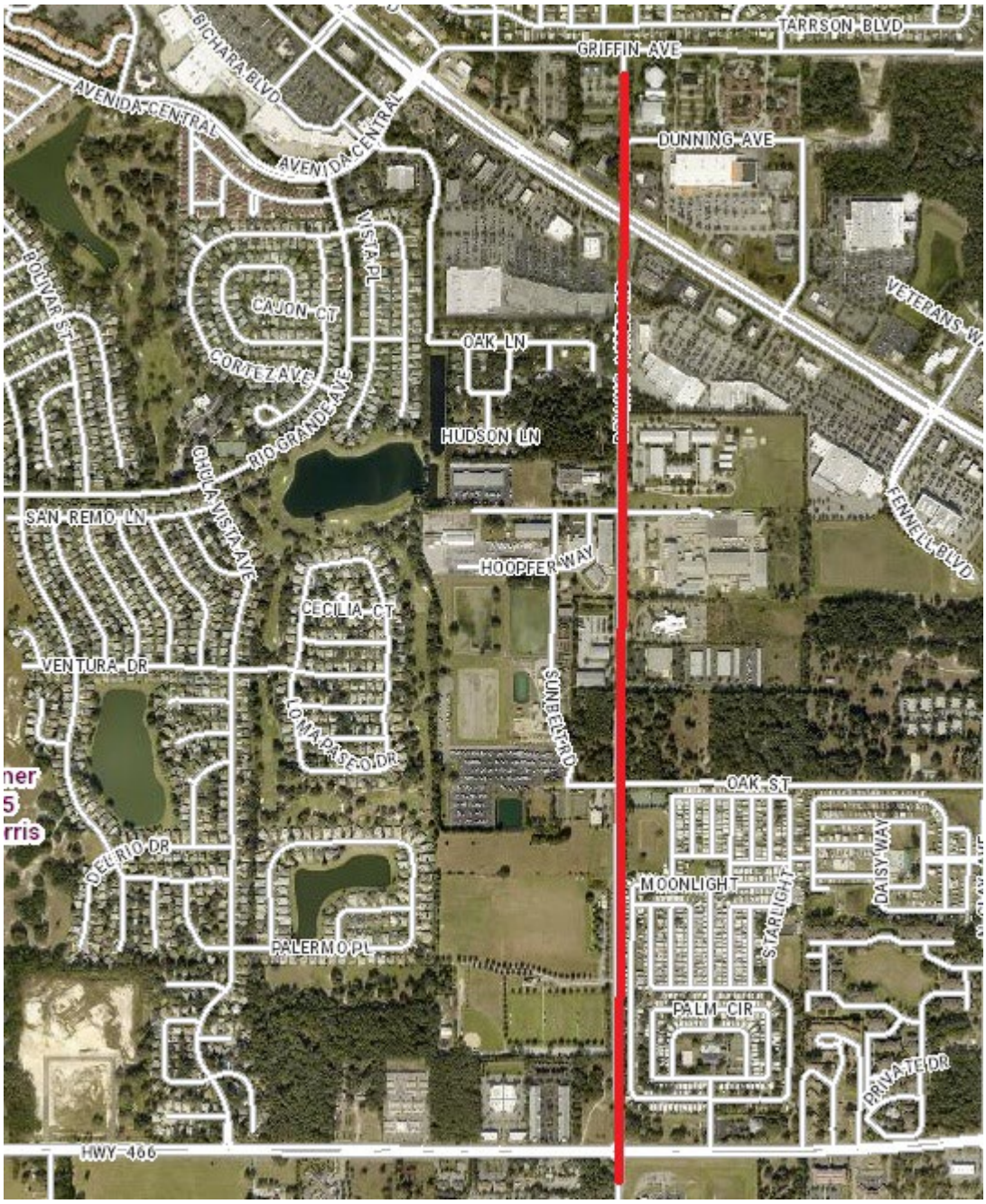
The FINAL Report and Appendix with all backup information including Public Involvement Meeting results will be provided with two hard copies and electronic format. All Federal, FDOT, and NEPA approval will be obtained by the consultant.

Task 6 Project Location

See Next Page

ATTACHMENT A – SCOPE OF WORK RSQ #25-726 ROLLING ACRES RD FROM SOUTH OF CR46 TO NORTH OF US27

Project Location Map



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ATTACHMENT B – PRICING SCHEDULE

April 8, 2026

Project:	Rolling Acres Road from South of CR 466 to North of US 27/441
County Contract:	25-726
RE:	**Scope of Services for Rolling Acres PD&E Study**
Prepared by:	Nicole Mauntler, PE, AICP

Summary

Lake County has requested this Scope of Services from Metric Engineering, Inc. (Metric) to provide project planning, and environmental analysis services (PD&E) for Rolling Acres Road, in Lake County, Florida. The project is funded with Federal funds under the Florida Department of Transportation (FDOT), Local Agency Program (LAP) FPN No. 439665-1-28-01.

SCOPE OF SERVICES

The Scope of Work outlines tasks and responsibilities of the Consultant and Lake County to perform the above mentioned PD&E Study in conjunction with the FDOT PD&E manual and incorporates the requirements of the National Environmental Poly Act (NEPA). Metric Engineering will perform all the below tasks with support from Southeastern Archaeological Research, LLC for historical and archeological analysis. Tasks include:

- Administration
- Public Involvement
- Data Collection
- Environmental Analysis
- Deliverables

The detailed Scope of Work can be found under **Exhibit A**, attached.

SERVICES TO BE PROVIDED

The work to be performed under this Contract includes the following task activities (1-5).

1. Administration (Performed by Metric Engineering)
    a. Attend Notice to Proceed/Project Overview Meeting
    b. Project Status Meetings
    c. Project Schedule
    d. Project Management/Supervision
2. Public Involvement (Performed by Metric Engineering)
    a. Public Involvement Plan
    b. Public Information/Participation Meetings
    c. Board of County Commissions Public Hearing
    d. Coordination Meetings
    e. Mailing List

f. Newsletters/Notices
g. Notices
h. Web Page Creation/Maintenance
i. Advertisements/News Releases

3. Data Collection
    a. Aerial Photography/Base Maps
    b. Existing Roadway Characteristics
    c. Traffic Data
        i. Traffic Counts
        ii. Traffic Factors
        iii. Design Traffic Projections
        iv. Traffic Analysis Methodology
    d. Crash Data
    e. Project Traffic Analysis Report
    f. Utilities
    g. Transportation Plans
    h. Soil Survey and Geotechnical Data
    i. Right-of-Way Mapping (to be performed by the County)
    j. Survey Requirements (to be performed by the County)
    k. Land Use Plans
4. Environmental Analysis (Performed by Metric Engineering with support by SEARCH for Item b)
    a. Cultural Features
    b. Archaeological and Historic Features (SEARCH)
    c. Hydraulic and Natural Features
    d. Threatened and Endangered Species
    e. Contamination/Hazardous Material Sites
    f. Noise Sensitive Site Impacts
    g. Geotechnical Analysis
    h. Corridor Analysis/Project Need
    i. Recommended Alignment Control Map (to be performed by the County)
5. Deliverables (Performed by Metric Engineering with support by SEARCH who will be developing the CRAS)
    a. Public Involvement
        i. Public Involvement Plan
        ii. Comments and Coordination Report
    b. Rolling Acres Roadway Conceptual Analysis Report
    c. Right-of-way Identification Maps (to be performed by the County)
        i. Hard Copy – paper, full size Digital Files
    d. Engineering Tasks:
        i. Traffic Analysis Methodology Report
        ii. Project Traffic Analysis Report (PTAR)
        iii. Preliminary Engineering Report (PER)

iv. Drainage Analysis Technical Memorandum or Pond Siting Report (PSR)
v. Location Hydraulics Report (LHR)
vi. Typical Section Package (TSP)

e. Environmental Tasks:
i. Socio Cultural Effects Evaluation (SCE) if relocations are anticipated, otherwise document in Type 2 CE and PER
ii. Cultural Resource Assessment Survey (CRAS)
iii. Natural Resources Evaluation (NRE)
iv. Water Quality Impact Evaluation (WQIE) Checklist
v. Farmlands Impacts if Applicable See PD&E Manual, Part 2 Chapter 6
vi. Noise Study Report (NSR)
vii. Contamination Screening Evaluation Report (CSER)
viii. Conceptual Stage Relocation Plan (CSRP) if relocations are anticipated.
ix. Type 2 CE

A. LIST OF PROPOSED SUBCONSULTANTS

- Southeastern Archaeological Research, LLC (SEARCH) – Archeological and Historical Resources Analysis

B. DURATION OF SERVICES

- Services will begin upon notice to proceed (NTP). The duration of services is expected to be 16 months, including Lake County review periods.

C. FEE SCHEDULE

Metric Engineering and subconsultants will perform the services in Tasks 1-5 on a lump sum basis in the amount shown below.

Metric Engineering, Inc ……..$882,055.97

Southeastern Archaeological Research, LLC (SEARCH) ……..$17,943.37

Total Lump Sum Amount ……..$899,999.34

(**See Appendix B**)

EXHIBIT A – SCOPE OF SERVICE/ WORK
Project Development & Environment (PD&E) Study
ROLLING ACRES ROAD FROM SOUTH OF CR 466 TO NORTH OF US 27/441
RSQ# 25-726 SECTION 1.0 – SCOPE OF WORKS

1.1 Scope of Work:

A qualified Engineering Firm to provide project planning, and environmental analysis services (PD&E) for Rolling Acres Road, in Lake County, Florida. The project is funded with Federal funds under the Florida Department of Transportation (FDOT), Local Agency Program (LAP) FM No. 439665-1-28-01.

The project consists of a PD&E Analysis, from south of CR 466 to North of US 27, a length of approximately 1.5 miles. The Consultant shall perform those engineering services required for a Type 2 Categorical Exclusion (CE) in compliance with the National Environmental Policy Act (NEPA) for environmental effects, along with environmental documents, engineering reports and a public hearing.

The Project development process and all tasks identified in this Scope of Services must follow the guidance provided in the FDOT's current version of the **PD&E Manual** and **FDOT Greenbook**. As discussed in **Part 1**, **Chapter 1**, of the **PD&E Manual**, the PD&E Manual satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, Project documents prepared by the CONSULTANT must comply with all applicable state and federal laws, regulations, and Executive Orders.

The County will provide all previous Preliminary Engineering Reports (PER) and Environmental Reports. The County will provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility. The consultant shall consider and apply a comprehensive interdisciplinary approach including Vision Zero guidance and principles and combining the strengths of the engineering and transportation planning disciplines. The Consultant shall identify and make recommendations to address Complete Streets, Roadway Functional and Context Classification.

Current Observations:

Information from the previously completed PER and Environmental Reports study will be used as a foundation for the current study. The existing report identifies one segment at the southern terminus of the project with less than 85' of ROW. This occurs on the southwest corner of Rolling Acres and HWY 446. It appears ROW may have previously been acquired from this parcel for intersection improvements.

Acquiring an additional 10-15-ft of ROW from this parcel would allow a minimum continuous 100-ft ROW. Updated stormwater analysis is needed, and additional ROW will most likely

be required to meet current SJRWMD stormwater criteria. A 35 MPH speed limit and a context classification of C3 Suburban should be considered.

In addition to the previously presented options (four lane divided with sidewalk and/or shared-use path) the consultant may consider but is not limited to the following alternatives:

One alternative includes a three-lane section that accommodates both an 8-foot sidewalk and a 10-foot shared-use path, along with two 10–12-foot through lanes with a raised grassed median and a applicable center turn lanes. Another alternative provides three lanes, two 10-12 foot through lanes with a two way left turn lane,with a 12-foot shared-use path (bike-efficient) and an 8–10-foot sidewalk.

There is significant residential development to the south, which is currently a two-lane roadway with roundabouts, and substantial commercial development to the north, creating a pass-through segment.

A third option is a three-lane "parkway" section with appropriate landscaping and strong access management—such as tight driveway radii to slow vehicles and landscaped median openings with bulb-outs to accommodate U-turns where needed.

There is a lack of residential within the corridor other than the Recreation RV Resort, which is a 55+ facility with considerable amenities and a mid-block crossing to access the City's recreation complex. Two residential developments are underway to the south (one is a 55+ community), both access the existing two-lane road with a roundabout.

Given the rising popularity of eBikes and the recreation, education, and social facilities along the segment, a Parkway would fit well and help control speeding.

The current Signal 4 report for the segment roughly doubles the previous crashes and includes fatality and incapacitating injuries. Traffic counts and projections from the developments to the south need to be considered. New traffic counts are required for the study segment and need to include both bike and pedestrian movements.

Stage 1 ICE/Spice analyses should be performed at active intersections and additional intersection improvements may be considered.

There are two mid-block crossings (flashing) that should be revisited. The consultant shall meet with The Villages Elementary of Lady Lake School. If the school plans any expansion or student increase, consider a walk audit in cooperation with the school, PTA, and Bike Walk Central Florida.

The location of the school crosswalk should be confirmed. Determine the feasibility of a hybrid beacon / raised crosswalk here given it is directly south of commercial plaza driveways/traffic. Evaluate the southern mid-block crossing that serves the trailer park and sports

complex. Assess sight lines, especially approaching the commercial centers (potentially overgrown).

A raised, high visibility crosswalk in the US 441 slip lane should be evaluated – the existing facility is in disrepair. Appropriate approach signage needs to be included. Several crosswalks are in disrepair or are missing. High visibility zebra crosswalks including stop controls should be considered where indicated and at all regularly used publicly accessible driveways.

There is no pedestrian or street lighting. Roadway and pedestrian lighting shall be proposed. Special attention needs to be exercised near the mid-block crossings.

Task 1 Administration

A. Attend Notice to Proceed / Project Overview Meeting

The Consultant will prepare for and attend a Notice to Proceed Meeting or internal Project Overview meeting with the Lake County Project Manager and staff. At this meeting, Lake County staff and key members of the consulting team will set the final parameters for the project and formally initiate the study. Attendance shall be limited to those members of the consulting team required for project set up. Attendance of general sub consultants and subordinate staff is discouraged.

B. Project Status Meetings

The appropriate members of the consulting team will attend up to five (5) periodic virtual meetings with the Lake County Project Manager and staff to discuss project progress and status and upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the project team. The Consultant will prepare and distribute meeting minutes following each of these meetings. Attendance shall be limited to those members of the consulting team required for on-going project direction. Attendance of principals, sub consultants not required for the decision process, and subordinate staff is discouraged.

C. Project Schedule

The Consultant will submit a detailed project schedule identifying major tasks, their duration and task relationships.

D. Project Management/Supervision

Work effort for the Management/Supervision for each Section shall be included in the various Pay Items for each Task (per Task fee, not per contract total fee) and shall not exceed 5 percent (5%) of the total Prime Consultant's fee for that Task. Project Management and Supervision shall not be paid to subcontractors.

1.1 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Notice to Proceed Meeting Materials and Minutes

- Project Status Meeting Minutes
- RCA Project Schedule (Initial and updates as needed)

Task 2 Public Involvement

The public involvement element of this project is a primary component distinguishing this project from a roadway design project. The purpose of the public involvement element is to involve the community in the project development and decision-making process so that the County can develop a project that not only meets the transportation needs of the area but is also supported by the community it is intended to serve. Therefore, the Consultant will conduct the following public involvement activities throughout the project:

A. Public Involvement Plan

The Consultant will prepare a Public Involvement Plan (PIP) and submit it to the County Project Manager for review and approval. The PIP will delineate the Consultant's efforts to inform and involve the citizens of the County, the appropriate state and local agencies, and the responsible appointed and elected public officials in the project planning, review and approval process. At a minimum, The PIP should identify a) stakeholders, b) public outreach methods with particular attention to low income, elderly, minority and disabled persons, c) estimated schedule of public information meetings, work sessions, and hearing, d) limited English Proficiency (LEP) strategies and e) other opportunities for the public to provide input.

B. Public Information/Participation Meetings

The Consultant will prepare for and conduct two (2) public information/participation meetings as described below.

The meetings will have an open-house format, in addition to a short formal presentation. The initial meeting will present one display including ribbon plots of the alternatives considered and shall present a second display showing the required details proposed for the preferred improvement concept.

The purpose of this meeting will be to present the alternatives considered by the project team and the resulting Draft Preferred Improvement Concept to the public for review and comment prior to completion of the Recommended Improvement Concept. The Consultant will present the preferred improvement concept to the public and respond to their questions and comments.

The second meeting shall present the recommended improvements concept and shall include a table displaying the considered alternatives evaluation matrices including the extent and projected cost of property impacts, ROW impacts, environmental and cultural impacts, utility impacts, and similar as approved by the county shall be included in the presented information. The evaluation matrix shall project total project cost including ROW, environmental mitigation, design, construction, and CEI. The preferred and recommended

improvement concepts will be displayed on aerial photography for review by the public. The consulting team will be available to respond to questions and hold one-on-one conversations with members of the public.

The purpose of this meeting will be to present the project team's Draft Recommended Improvement Concept to the public for review and comment prior to presentation to the Board of County Commissioners (BCC). The Consultant will present the recommended improvement concept to the public and respond to their questions and comments.

Presentation/Materials: The Consultant shall obtain direction from the County Project Manager prior to beginning work on meeting presentation and materials and shall have the PowerPoint presentation and all meeting materials (including script and displays) in final format ready for review and approval by County staff no later than four (4) weeks prior to each public information meeting. Displays will be distributed to FDOT District 5 for review and approval prior to public notification of the meetings. Displays shall be exhibits mounted on foam board unless otherwise directed by the County. Exhibits shall be plotted in color or black and white as appropriate and as directed by the County. Exhibits shall include maps on an aerial photography base and shall include a typical section, detailed sketches and other study information as described elsewhere herein or as directed by the County. A table displaying the alternatives evaluation matrices including the extent and projected cost of property impacts, ROW impacts, environmental and cultural impacts, utility impacts, and similar as approved by the county shall be included in the presented information.

The Consultant shall prepare and distribute English language comment forms to meeting participants and other interested parties. Comment forms in each LEP Public Involvement Plan compliant language will also be required. The comment form shall be designed to elicit information from the public relevant to the road improvement being considered.

The Consultant will conduct all meetings for the County and will ensure an adequate number of personnel are present in addition to the County staff. The Consultant will be responsible for all presentation and handout materials, as directed by the County, and will provide a summary of each meeting.

The Consultant will prepare written responses to all questions not adequately addressed at the meetings and will provide follow-up information necessary to adequately respond to the public's comments and questions. The meeting will be in person with no virtual component.

C. Board of County Commissioners Public Hearing

The Consultant will provide all support necessary for the County to conduct a Final Public Hearing on the recommended improvement concept. The Consultant shall prepare for, participate in and provide all support necessary (including a PowerPoint presentation, script and handout materials) for the County Project Manager to conduct a Public Hearing with the BCC. The Final Public Hearing presentation shall reflect the Recommended Improvement Concept. Back up materials and supporting reports shall be provided in hard copy and on digital media as directed by the County project manager in a format acceptable to the County three (3) weeks prior to the scheduled BCC Public Hearing. All presentation

materials shall be compliant with the BCC Guidelines. The Consultant shall set up displays and other exhibits including the Recommended Improvement Concept on aerial photographs at least one (1) hour prior to the scheduled Public Hearing for public inspection. The Consultant shall provide the final digital presentation at least two (2) business days prior to the scheduled BCC meeting time.

Prior to the Public Hearing with the County, the Consultant shall present a similar presentation at the Town of Lady Lake. This will be an informational presentation and not an official public hearing.

D. Coordination Meetings

The Consultant will coordinate and conduct necessary discussions and meetings with the following local and state organizations to inform them of the project and solicit their input:

- Florida Department of Transportation
- City of Fruitland Park including Police and Fire Recue Divisions
- Town of Lady Lake including Police and Fire Recue Divisions
- Local Utilities
- Department of Environmental Protection
- Water Management District
- Lake County Parks and Water Resources
- Lake County Public Schools (LCPS)
- Lakexpress Transit
- Others

The Consultant shall coordinate with Lakexpress and LCPS to determine if the project will result in adverse impacts to their regional and local bus schedules, routes, and bus stops. The Consultant shall coordinate with LCPS to determine if the proposed improvements impact the movement of students from schools in the area and shall recommend improvements to student pedestrian and bicycle movements to enhance safety along the proposed roadway corridor. The Consultant shall evaluate the existing school area crosswalk location and functionality and/or need for relocation and signal upgrade. The Consultant shall reflect the results in the model and present the proposed solution(s) on the concept plans and typical sections.

E. Mailing List

The Consultant will prepare a mailing list of interested parties which includes any person or institution expressing an interest in the project, potential permitting or review agencies, elected and appointed officials in the area, community leaders, media representatives and all homeowners/property owners located within 300 feet of any improvement concept. Other than those listed, Lake County employees not owning property or having an established business interest in the corridor shall not receive mailings.

The Consultant will regularly update the mailing list during the course of the study.

F. Newsletters / Notices

The Consultant will coordinate the preparation and distribution of newsletters at the start of the Public Meetings and Public Hearing.

The newsletters will be double-sided and printed in color on 8 1/2" x 11" sheets. The newsletters will be sent to each entry included in the database mailing list. Those newsletters not mailed will be distributed as needed through small group meetings, and public meetings.

G. Notices

The Consultant will coordinate the preparation of a public notice. The newsletters will be sent to each entry included in the database mailing list.

H. WEB Page Creation / Maintenance

The Consultant will prepare information regarding the study for Lake County to post on its web page. The Consultant will coordinate with the appropriate county offices to ensure compatibility.

I. Advertisements / News Releases

The Consultant will coordinate the preparation of news releases to the appropriate agencies prior to each public meeting and the final BCC Public Hearing. The Lake County Communications/Public Information Office will distribute the news releases.

2.12 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Public Involvement Plan
- Updated Mailing List
- Newsletters (English and LEP versions)
- Small Group Meeting Material and Minutes (if applicable)
- Agency Meetings Material and Minutes
- Webpage Format/Operational Webpage/Webpage CD (Final Web site with Design page)
- On-line survey
- Advertisements & News Releases
- Public Information Meeting and Public Hearing Materials

  -Agency, Elected and Property Owner Letters

  -Newspaper Ads

  -Exhibits

  -PowerPoint Presentations

  -Comment Forms

  -Handouts

-Response/Comment Tabulations

-Draft Reports and Appendices

- Board of County Commissioners Public Hearing Presentation and Summary

Quality Control

The Consultant shall be responsible for insuring that all work products conform to Lake County standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the Consultant. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. These reviews shall be performed for public involvement materials, reports, maps and other work products prior to them being submitted to the County for review or use. Work effort for QA/QC reviews shall be included as part of the work effort for the various Pay Items in each section as identified elsewhere herein and shall not exceed 5 percent (5%) of both the sum of the total Prime Consultant's Section fee and the Prime Consultant's project management fee for that Task. Quality Assurance and Quality Control shall not be paid to subcontractors.

The Quality Control Plan shall include the proposed method or process of providing Quality Control for all work products, and shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

In Summary, the consultant will prepare for and attend meetings with the staffs of involved agencies and jurisdictions. The consultant will prepare for and attend up to one (1) presentation/public hearing before the Lake County BCC and up to two (2) public workshop/meeting for the general public and affected residents and business owners.

Task 3 Data Collection

Immediately upon receipt of the Notice to Proceed, the consulting team will begin collecting the engineering, drainage, hydraulic, and environmental data necessary to develop and evaluate a reasonable range of alternative improvement concepts to meet the travel demand within the Rolling Acres Road Study Area. The Consultant will utilize information gathered in the previous studies for the widening of Rolling Acres Road and other sources.

The Consultant shall conduct a field review with County project staff to identify features proposed in the Preferred Concept six (6) weeks before the Alternative Information Public Meeting.

A. Aerial Photography/Base Maps

The Consultant will prepare 1"=100' scale verified aerial based raster image maps. This photography will be used to present the master drainage basins, the alternative improvement concepts, the recommended improvement concept, right-of-way requirements and any other required information. Color aerial photography will also be prepared at a scale of 1"=100'. This will be used to present the overall project concept and the final preferred improvement alternative to the public at the various public meetings.

B. Existing Roadway Characteristics

The Consultant will conduct field investigations to collect all pertinent existing roadway information (including structures where applicable) necessary to develop, evaluate and compare the alternative improvement concepts. The roadway data will be compiled, documented and mapped on the aerial photography base maps for public presentations.

All pedestrian infrastructure (i.e., sidewalks, curb ramps, street crossings, etc.) located within the project limits and public rights-of-way shall be evaluated to determine compliance with current ADA standards. If the subject areas appear to be non-compliant with the current ADA standards, the Consultant shall notify the County Project Manager in writing advising them of the existing non-compliant features for further review and assessment.

In conjunction with the ADA compliance assessment, and as indicated by the results of crash data analysis the Consultant shall evaluate driveways and shall note and report sight distance triangle or other impediment to target user access and safe passage,

The Consultant shall review documents and information collected by the county in the last five years, including Roads and Drainage maintenance records to assess existing facility characteristics (including structures where applicable) and identify persistent maintenance events, such as seasonal flooding of structures. The Consultant shall identify conditions that may adversely impact target user safety and comfort; and shall develop improvement recommendations to address noted deficiencies and events.

C. Traffic Data

The Consultant will collect the traffic data and develop the traffic factors and design traffic projections listed below:

1) Traffic Counts

The Consultant will collect and analyze a combination of 72-hour, 24-hour and classification/volume traffic counts and eight (8) hour turning movement counts (by 15-minute increments) at the locations listed below.

i. 72-hour count locations at key locations
ii. 24-hour additional count locations, as needed, at key locations along the corridor.
iii. 8-Hour Turning movement count locations at major intersections along the Corridor

The Consultant shall also observe, document and map weekday and weekend pedestrian and bicycle activity and travel patterns within the study area.

2) Traffic Factors

Using the data collected through the traffic count program described above, the Consultant will develop current and future year values for the following traffic factors:

i. Peak to Daily Ratio (K) Factor
ii. Directional Split (D) Factor
iii. Truck Factor (T) (Daily)
iv. Truck Factor (T) (Peak)

3) Design Traffic Projections

Using the Lake-Sumter Metropolitan Planning Organization (MPO) approved travel forecasting model (Central Florida Regional Planning Model (CFRPM 7 or the latest edition), the Consultant will prepare opening year, and design year travel forecasts for the Rolling Acres Road study segment for Build and No-Build conditions. The Consultant shall be responsible for the review of the sub-area model and shall make adjustments as necessary or as directed by the County.

The traffic projections will be presented as average annual daily traffic (AADT) and directional design hour volumes (DDHV). For the purpose of this study, the following horizon years will be assumed:
Opening Year 2035
Design Year 2055

The Consultant will also prepare peak-hour turning movement forecasts for each major intersection using the latest FDOT TMTOOL spreadsheet. The Consultant shall perform an intersection control evaluation (ICE) using the CAP-X tool to determine LOS, as well as other performance indicators, and provide a recommendation for the preferred method of traffic control.

The design traffic volumes will be used to establish the basic design requirements for the roadway typical section and each intersection. Using the design traffic volumes, the Consultant will perform an operational analysis of each major intersection (for both the Build and No-Build alternatives) to establish the minimum required lane geometry needed to adequately serve the projected turning movements.

D. Crash Data

The Consultant will collect available crash data/information from local sources for the most recent five (5) years. The data collected will, at a minimum, include number and type, location, fatalities, and injuries. The Consultant shall collect and analyze Signal 4 Analytics for all modes including vehicle, pedestrian, micro-mobility, and bicycle data. Crash diagram summaries shall be provided for each identified high crash area. The Consultant shall develop an existing conditions map containing geocoded crash diagram summaries. The crash data collected shall include, at a minimum, the total number of crashes within the Study area and a summary of the crashes by type including crashes involving pedestrians and bicycles which shall be acquired both separately and concurrently with vehicular crash data, location, fatalities, injuries, cause and conditions. The existing conditions map shall be included in the *Design Traffic Technical Memorandum*.

E. Project Traffic Analysis Report

The Consultant shall prepare a detailed *Project Traffic Analysis Report* describing the traffic data collection effort, modeling and analysis. The report shall contain tabulations of all data collected, warrant analyses where appropriate, and recommendations as to traffic control methods and turn lane geometry for specific intersections. The draft *Project Traffic Analysis Report* shall be submitted for review two weeks prior to scheduling the Recommended Concept Public Meeting. The final *Project Traffic Analysis Report* shall be summarized in and appended to the ***Preliminary Engineering Report***.

F. Utilities

The Consultant will identify the following existing and proposed utilities that may influence location and design consideration:

- Overhead: transmission lines, microwave towers, etc.
- Land Surface: potable or irrigation water supply wells, etc.
- Underground: stormwater water, potable water, reclaimed water, gas, sanitary sewer, force mains, power cables, etc.

The Consultant will document this information in the Utility Section of the *Rolling Acres Road Roadway Preliminary Engineering Report*, which will summarize how the existing utilities will influence location and design considerations.

The consultant shall perform a preliminary assessment of the preferred alignment in coordination with the roadway lighting utility provider to identify areas that may require new lighting or lighting upgrade. The Consultant preliminary lighting assessment shall be limited to verification that the existing lighting is sufficient or insufficient to meet the FDOT Design Manual Section 231 specifications and shall include recommendations for lighting in the ***Preliminary Engineering Report***.

G. Transportation Plans

The Consultant will review and document plans for all modes of transportation, including automobile, transit, truck/freight, CV/AV, bicycle/pedestrian and other non-motorized vehicles. The information received from these plans will be used to reaffirm the project needs and to develop and evaluate the alternative improvement concepts.

The Consultant shall research, evaluate and document the locations and conditions of existing and planned pedestrian, bicycle, trail, and public transportation accommodations and services within the vicinity of the Study area including, but not limited to, sidewalks, pedestrian crossings, paved shoulder widths, signed bike routes, park-and-ride lots and transit bus routes and stops. This information, along with a review of the adopted Trails Master Plans, will be used to identify potential multimodal improvements and connections to existing and planned multimodal infrastructure, if applicable.

H. Soil Survey and Geotechnical Data

The Consultant will review existing soil maps and available geotechnical information for the study area to verify pavement and slope design.

The results of the geotechnical data collection activities will be documented in the Geotechnical Section of the *Rolling Acres Road Preliminary Engineering Report*. This section will document existing data and boring results and will contain preliminary recommendations relevant to the project.

I. Right-of-Way Mapping

The Consultant shall coordinate with the County Surveyor. The County will provide right-of-way identification maps for that portion of the project from Rolling Acres Road at a 1" =100' scale. The maps will include section line ties, existing right-of-way, subdivisions and property lines based on the last deed of record provided by the County.

J. Survey Requirements

The Consultant shall coordinate with the County Surveyor. The County will provide sufficient Land Survey information to provide property line information for the PD&E study.

K. Land Use Plans

The Consultant shall collect all land use information (existing and future) necessary to develop and evaluate a reasonable range of alternative roadway improvements and to identify locations where right-of-way could potentially be dedicated for the roadway improvement. Information to be collected will include future land use plans, proposed development plans, zoning regulations, Lake County's Comprehensive Policy Plan, and preliminary and final plats. This information will be updated regularly throughout the study period. The Consultant will map pertinent information on the aerial base maps.

Quality Control

The Consultant shall be responsible for insuring that all work products conform to Lake County standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the Consultant. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The Quality Control Plan shall include the proposed method or process of providing Quality Control for all work products, and shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

Task 4 Environmental Analysis

A. Cultural Features

The Consultant will collect information on cultural facilities such as parks, schools and recreation areas, as well as the neighborhoods they serve that are located within the vicinity of the Rolling Acres Road study corridor. This information will be mapped and documented in the CRAS.

B. Archaeological and Historic Features

The Consultant will review sources and conduct archaeological and architectural history fieldwork to identify recorded historical and archaeological sites within the Area of Potential Effects (APE). Utilizing this information, the Consultant will map all sites that may influence the location and evaluation of alternative improvement concepts. Consultant will evaluate each recorded resource for eligibility on the National Register of Historic Places and provide recommendations in a Phase I Cultural Resource Assessment Survey (CRAS) which meets the guidelines of the FDOT PD&E Manual and Chapter 1A-46 of the Florida Administrative Code. The field methods will follow the recommendations presented in Section 2 (Cultural Resource Assessment Surveys) of the FDHR's Cultural Resource Management Standards & Operations Manual.

This information will be documented in the Cultural Resource section of the *Rolling Acres Road Preliminary Engineering Report*.

C. Hydraulic and Natural Features

The Consultant will review existing information to identify significant hydraulic and natural features found within the study area. The Consultant will supplement documented information with field reviews of the study area. Information to be documented will, at a minimum, include the following:

- Wetlands
- Water Quality
- Floodplains and Floodways
- Drainage outfalls

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The Consultant will document, in report and map format, all information that may influence the location and evaluation of alternative improvement concepts.

The Consultant shall supplement existing literature/resource documents with field reviews of the study area. If the field review identifies the potential presence of a listed feature within the study area, the Consultant shall document and map the location(s) and extent relative to the occurrence within the study area. Information to be documented shall, at a minimum, include the following:

- Wetlands, Uplands or both according to quality and conservation value
- Wildlife Corridors
- Wildlife Crossing Recommendation(s)
- Critical and Strategic Habitat
- Conservation, Refuge and Management Areas
- Mitigation Sites / Conservation Easements
- Water Quality Design Standards, OFW's, Impairments, TMDL's)
- Floodplains and Floodways
- Drainage Outfalls
- Recommendations for the Maintenance of Watershed Water Flows and Volumes
- Existing drainage calculations and plans along the project limits.

The Consultant shall conduct and identify wetlands in accordance with all applicable State and Federal Regulations. The Consultant shall conduct and coordinate field investigations as necessary with the County Project Manager and County staff as identified by the County Project manager, and with the appropriate regulatory agencies. The consultant shall provide meeting minutes and field notes to the Public Works Environmental Project Manager. The consultant shall identify any existing or required cross culvert necessary for conveyance. This shall include evaluating drainage patterns and flows to determine culvert size.

Wildlife Corridor shall be defined as a route that permits the direct travel or spread of animals or plants from one area or region to another, either by the gradual spread of a population of a species along the route or by actual movement of animals, seeds, pollen, spores or microbes, as defined in Florida's State Wildlife Action Plan (formerly Comprehensive Wildlife Conservation Strategy). Critical and Strategic Habitat shall be defined as areas designated or proposed in accordance with the US Fish and Wildlife Endangered Species Act or FWC modeled areas of habitat that have been identified as essential to sustain a minimum viable population for focal terrestrial vertebrate species that were not adequately protected on existing conservation lands, respectively. All applicable agencies shall be consulted such as Florida Department of Environmental Protection, St. Johns River Water Management District, and Florida Fish and Wildlife.

The Consultant will also collect permit-related information on sites that may require environmental resource permits, dredge and fill permits, water quality permits or stormwater

discharge permits. This activity will include identifying all relative permitting agencies and all existing permits and their conditions.

D. Threatened and Endangered Species

The Consultant will review existing information to determine the potential presence of threatened or endangered plant and animal species within the study area. The Consultant will supplement documented information with field reviews of the study area. The Consultant will document in report and map format (in the *Rolling Acres Road Natural Resources Evaluation Report*) all information that may influence the location and evaluation of alternative improvement concepts.

E. Contamination/Hazardous Material Sites

The CONSULTANT shall conduct a Level 1 Assessment in accordance with **Part 2, Chapter 20** of the **PD&E Manual**. The CONSULTANT shall investigate the contamination issues within and adjacent to the project's right of way considering the potential for each alternative to encounter contamination during excavation and acquiring new right of way. The CONSULTANT shall develop measures in coordination with the COUNTY to address identified contamination issues in accordance with **Part 2, Chapter 20** of the **PD&E Manual**.

The CONSULTANT will document data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions in accordance with **Part 2, Chapter 20** of the **PD&E Manual** in a technical memorandum or the Contamination Screening Evaluation Report (CSER), depending on the level of contamination risk. The CONSULTANT will summarize the technical memorandum or CSER in the Environmental Document.

F. Noise Sensitive Site Impacts

The Consultant will estimate the number of noise sensitive sites impacted by each alternative and will be documented in the Noise Study Report.

G. Geotechnical Analysis

The Consultant will evaluate the suitability of the soil underlying each alternative for roadway construction and a documented in the Preliminary Engineering Report.

H. Corridor Analysis/Project Need

Following completion of the data collection and evaluation activities, the Consultant will perform a corridor analysis for the study area. This analysis will determine if the existing Rolling Acres Road corridor is the most appropriate corridor within which alternative improvement concepts should be developed and evaluated.

The Corridor Analysis activities will, at a minimum, reconfirm the improvement need and address the existing and projected travel demand within the corridor, the current and projected

development pattern within the corridor and the presence of any environmentally sensitive features within the corridor.

The Consultant will prepare a *Corridor Analysis Technical Memorandum* with typical sections that will document the Corridor Analysis activities. The technical memorandum will be submitted to the County for approval and will be finalized in the Corridor Analysis section of the *Rolling Acres Road Preliminary Engineering Report*.

I. Recommended Alignment Control Map (Performed by the County)

The purpose of this map is to document the mathematical relationship between the Recommended Alignment approved during the study, and the survey data based on the field survey performed for the study.

The stationing and centerline of construction depicted on the Recommended Alignment Control Map is based on the recommended alignment provided by the Engineer of Record for the study. The Recommended Alignment is based on a calculated position and is not monumented in the field.

The Recommended Alignment Control Map depicts the Recommended Alignment with geometry and stationing; the primary and secondary control points; calculated ties to reference points; coordinates, scale factors and convergence angles; ties to section and quarter section corners within ½ mile of the corridor. The Recommended Alignment Control Map will not show the survey baseline.

Sufficient control data shall be shown on the Recommended Alignment Control Map to allow the establishment and/or retracement of the Recommended Alignment in the field.

Quality Control/Quality Assurance

The Consultant shall be responsible for insuring that all work products conform to Lake County standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the Consultant. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The Quality Control Plan shall include the proposed method or process of providing Quality Control for all work products, and shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

In preparation of the Type 2 CE document, the Consultant shall coordinate with the FDOT Environmental Project Manager to obtain the latest Type 2 CE format. The Consultant shall prepare the Type 2 CE document for FDOT signatures. The Type 2 CE document at a minimum shall address the following:

- Identify the project with State/County/MPO's Long Range Plan
- Establish logical termini for the NEPA study

- Evaluate existing conditions and identify purpose & need
- Identify alternatives, if applicable
- Describe the proposed action
- Identify any relocations and summarize the relocation study results and commitments
- Identify property acquisition from any federal agencies or Tribes
- Summarize Cultural Resource Issues and commitments
- Identify any Section 4(f) and 6(f) Resources and summarize Section 4(f) and 6(f) coordination and commitments
- Identify noise impacts and summarize noise commitments if applicable
- Summarize T&E Species Analysis and commitments

The Planning Consistency Determination and documentation will be provided prior to initial consultation with FDOT Environmental Management Office (EMO) and approved prior to initial consultation with FDOT Central Office- Office of Environmental Management.

The NEPA document at a minimum shall include the following and the supporting studies need to be arranged in the same order as the issues being discussed in the NEPA document.:

- The Type 2 CE form/document
- Plan Notes
- The initial study footprint and construction plans with proposed right-of- way
- Any property owner notification letters
- FEMA Maps and NRCS Coordination
- Census Maps (for projects with Environmental Justice)
- The completed Specialist Studies and Agency Coordination and Public Involvement (if applicable)
- Approval Memo from FDOT Specialists for studies reviewed by the FDOT Specialists
- Public Meeting Notice, Meeting Minutes, Summary of Public Comments and Responses (if applicable)
- Efficient Transportation Decision Making (ETDM) Programming Summary Report – ETDM tasks are to be completed by the Consultant with FDOT providing guidance and approval.
- Type 2 CE Approval Process will utilize SWEPT
- Requirements for post LDCA tasks including advertising approved environmental document.

SWEPT tasks are to be completed by the Consultant with FDOT providing guidance and approval.

The Consultant will prepare an evaluation matrix to document and compare the results of the evaluation tasks. This matrix will be used to clearly identify the most viable improvement concept. It will be prepared in a manner suitable for presentation to the public. A draft

Alternatives Evaluation and Comparison Matrix will be provided by the Consultant. The alternatives may include No-build, 4-laning the current alignment, 3-laning the current alignment, access control, and other that maybe identified during the study.

The Consultant will prepare the draft *Rolling Acres Road Preliminary Engineering Report* documenting all activities leading to and including selection of the preferred improvement concept. This draft will be prepared and available for public review prior to the final public hearing. The Consultant will finalize the document following the BCC Public Hearing by incorporating the final public input received and the BCC's final action on the recommendation.

Task 5 Deliverables

One primary documents entitled the Rolling Acres Road Preliminary Engineering Report and Type 2 CE which will record all public involvement activities, alternatives development and analysis efforts, and the final recommendation will be prepared. A report outline will be submitted to the County for review and approval prior to initiating documentation. It will contain summaries and recommendations pertaining to the preferred alternative and potential impacts associated with it. Following the Public Hearing and final action by the BCC, the Consultant will finalize the Rolling Acres Road Preliminary Engineering Report and Type 2 CE by formally documenting BCC action and the public involvement process.

Brief technical memorandums will be prepared throughout the course of the study to document interim decisions on the traffic forecasts and the initial corridor analysis process. These technical memorandums will be formally incorporated into the Rolling Acres Road Preliminary Engineering Report prior to the final public meetings.

Interim and final right-of-way identification maps will also be prepared to the County's specifications.

All draft and interim reports are due a minimum of two (2) weeks prior to the Senior Staff Presentation. All submittals must be both in Hard Copy and Electronic (PDF).

Public Involvement

- Public Involvement Plan
- Comments and Coordination Report

Rolling Acres Roadway Conceptual Analysis Report

- Draft Report submitted prior to the BCC Public
- Hearing Final Report submitted
- following the BCC Public Hearing Digital files

Right-of-way Identification Maps

- Hard Copy – paper, full size Digital Files

Engineering Tasks:

- Traffic Analysis Methodology Report

- Project Traffic Analysis Report (PTAR)
- Preliminary Engineering Report (PER)
- Pond Sizing Report
- Location Hydraulics Report (LHR)
- Typical Section Package (TSP)

Environmental Tasks:

- Socio Cultural Effects Evaluation (SCE) if relocations are anticipated, otherwise document in Type 2 CE and PER
- Cultural Resource Assessment Survey (CRAS)
- Natural Resources Evaluation (NRE)
- Water Quality Impact Evaluation (WQIE) Checklist
- Farmlands Impacts if Applicable See PD&E Manual, Part 2 Chapter 6
- Noise Study Report (NSR)
- Contamination Screening Evaluation Report (CSER)
- Conceptual Stage Relocation Plan (CSRP) if relocations are anticipated
- Type 2 CE

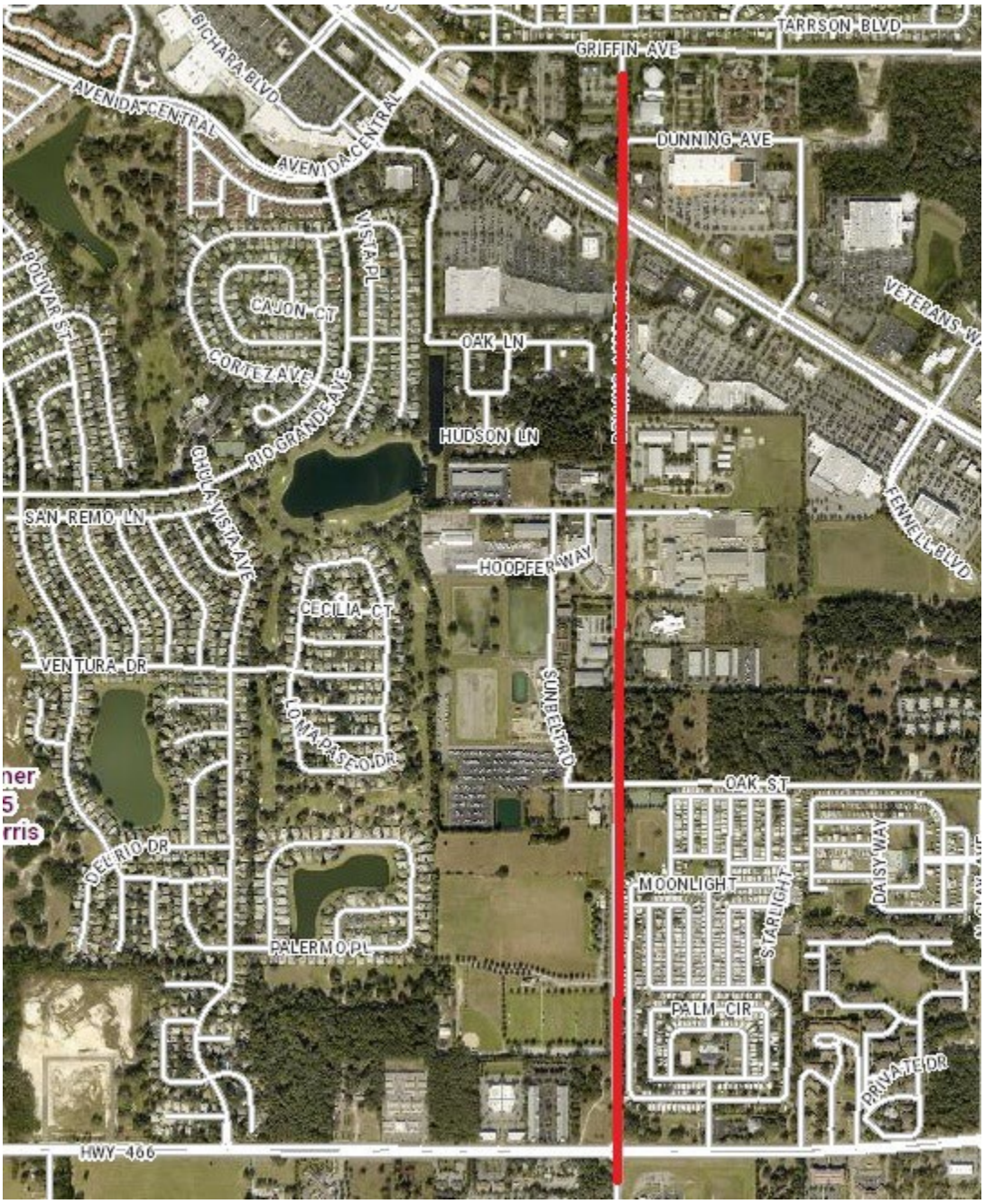
FINAL: The FINAL Report and Appendix with all backup information including Public Involvement Meeting results will be provided with two hard copies and electronic format. All Federal, FDOT, and NEPA approval will be obtained by the consultant.

EXHIBIT A – SCOPE OF SERVICE/ WORK

RSQ# 25-726

Project Development & Environment (PD&E) Study
ROLLING ACRES ROAD FROM SOUTH OF CR 466 TO NORTH OF US 27/441

Project Location Map


TARRSON BLVD
GRIFFIN AVE
BICHARA BLVD
AVENIDA CENTRAL
AVENIDA CENTRAL
DUNNING AVE
VISTA PL
BOLIVAR ST
CAJON CT
CORTEZ AVE
OAK LN
VETERANS W
RIO GRANDE AVE
HUDSON LN
CHULA VISTA AVE
SAN REMO LN
FENNELL BLVD
HOOPFER WAY
CECILIA CT
VENTURA DR
SUNBEAM RD
LOMA VISTA DR
OAK ST
DEL RIO DR
DAISY WAY
MOONLIGHT
STARLIGHT
PALERMO PL
PALM CIR
PRIVATE DR
HWY 466

Financial Project Identification Number: 439665-1-28-01

Federal Aid Project Identification Number: D526-004-B

Project Description: Rolling Acres Road from South of CR 466 to North of US 27/US 441

County: Lake

Begin Milepost: **End Milepost:** **Project Length:** 1.5 **Miles**

FDOT Project Manager:

Prepared By: **FDOT** X **Consultant** **Final**

Consultant Name: Metric Engineering

SUMMARY

2.0 PROJECT DESCRIPTION AND OBJECTIVES	193
3.0 PUBLIC INVOLVEMENT	918
4.0 ENGINEERING ANALYSIS AND CONSIDERATIONS	2322
5.0 ENVIRONMENTAL ANALYSIS AND REPORTS	850
6.0 ENVIRONMENTAL DOCUMENT	180
PROJECT TOTAL HOURS	**4463**

Name of Consultant: **Metric Engineering**

Rolling Acres Road from South of CR 466 to North of US 27/US 441
439665-1-28-01

Project Staff Hours

Activity No.	Activity	Metric Engineering	SEARCH	Sub 2	Sub 3	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
2	Project Description and Objectives	193													193
3	Public Involvement	918													918
4	Engineering Analyses and Considerations	2335													2335
5	Environmental Analysis and Reports	713	148												861
6	Environmental Document	180													180
roject Total		**4,339**	**148**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4,487**

Notes: 1. Staff hours for consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 439665-1-28-01 Project Name Rolling Acres Road from South of CR 466 to North of US 27/US 441

FAP Number: D526-004-B Date: 4/13/2026 Name of Consultant: Metric Engineering

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS		ON CADD
	Firm Total	Project Manager 2	Chief Engineer 1	Chief Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Engineering Tech	Transportation Data Analyst	Landscape Architect	Chief Scientist	Sr. Env Specialist	RANGE		
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			PERCENT
Project Description and Objectives	193	77	29	29	29	29	0	0	0	0	0	0	0	193	212	
Public Involvement	918	94	18	46	18	92	92	145	91	138	43	92	49	918	1010	
Engineering Analyses and Considerations	2335	234	47	89	201	234	281	362	365	471	51	0	0	2335	2569	
Environmental Analysis and Reports	713	53	14	35	14	36	49	71	72	75	0	136	158	713	784	
Environmental Document	180	18	4	4	18	18	18	0	9	19	0	36	36	180	198	
TOTALS	4,339	476	112	203	280	409	440	578	537	703	94	264	243	**4,339**	**4,773**	
									Field Survey Estimate:							
									4-man crew days			FIRM TOTAL		**4,339**	**4,773**	

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 439665-1-28-01 Project Name Rolling Acres Road from South of CR 466 to North of US 27/US 441

FAP Number: D526-004-B Date: 4/13/2026

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager 2	Chief Engineer 1	Chief Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Engineering Tech	Transportation Data Analyst	Landscape Architect	Chief Scientist	Sr. Env Specialist	Total
Project Description and Objectives	193	40.0%	15.0%	15.0%	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Public Involvement	918	10.2%	2.0%	5.0%	2.0%	10.1%	10.0%	15.8%	10.0%	15.0%	4.7%	10.1%	5.3%	100.00%
Engineering Analyses and Considerations	2335	10.0%	2.0%	3.8%	8.6%	10.0%	12.1%	15.5%	15.7%	20.2%	2.2%	0.0%	0.0%	100.00%
Environmental Analysis and Reports	713	7.5%	2.0%	4.9%	2.0%	5.0%	6.8%	10.0%	10.1%	10.5%	0.0%	19.1%	22.2%	100.00%
Environmental Document	180	10.0%	2.1%	2.2%	10.0%	10.0%	10.0%	0.0%	5.2%	10.5%	0.0%	20.0%	20.0%	100.00%

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 439665-1-28-01 Project Name Rolling Acres Road from South of CR 466 to North of US 27/US 441

FAP Number: D526-004-B Date: 4/13/2026 Name of Consultant: Search

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS		ON CADD
	Firm Total	Project Manager 3	Chief Archaeologist	Sr. Scientist	Scientist	Sr. Archaeologist	Archaeologist	GIS Specialist	Secretary/Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	RANGE		
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			PERCENT
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Engineering Analyses and Considerations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Environmental Analysis and Reports	148	0	3	8	43	11	39	22	22	0	0	0	0	148	163	
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	148	0	3	8	43	11	39	22	22	0	0	0	0	**148**	**163**	
									Field Survey Estimate: 4-man crew days			FIRM TOTAL		**148**	**163**	

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 439665-1-28-01 Project Name Rolling Acres Road from South of CR 466 to North of US 27/US 441

FAP Number: D526-004-B Date: 4/13/2026 Name of Consultant: Search

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager 3	Chief Archaeologist	Sr. Scientist	Scientist	Sr. Archaeologist	Archaeologist	GIS Specialist	Secretary/Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total
Project Description and Objectives	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Public Involvement	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Engineering Analyses and Considerations	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Environmental Analysis and Reports	148	0.0%	2.0%	5.4%	29.0%	7.3%	26.4%	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Environmental Document	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Rolling Acres Road from South of CR 466 to North of US 27/US 441
County: Lake
FPN: 439665-1-28-01
FAP No.: D526-004-B

Consult. Name Metric Engineering
Consult. No. enter consultants proj. number
Date: 4/13/2026
Estimator: Nicole Mauntler

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager 2	Chief Engineer 1	Chief Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Engineering Tech	Transportation Data Analyst	Landscape Architect	Chief Scientist	Sr. Env Specialist	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$80.00	$115.00	$88.00	$90.77	$90.77	$61.05	$54.75	$34.00	$40.25	$52.89	$70.00	$53.75			
Project Description and Objectives	193	77	29	29	29	29	0	0	0	0	0	0	0	193	$17,312	$89.70
Public Involvement	918	94	18	46	18	92	92	145	91	138	43	92	49	918	$57,175	$62.28
Engineering Analyses and Considerations	2,335	234	47	89	201	234	281	362	365	471	51	0	0	2,335	$142,482	$61.02
Environmental Analysis and Reports	713	53	14	35	14	36	49	71	72	75	0	136	158	713	$43,826	$61.47
Environmental Document	180	18	4	4	18	18	18	0	9	19	0	36	36	180	$12,144	$67.47
Total Staff Hours	4,339	476	112	203	280	409	440	578	537	703	94	264	243	4,339		
Total Staff Cost		$38,080.00	$12,880.00	$17,864.00	$25,415.60	$37,124.93	$26,862.00	$31,645.50	$18,258.00	$28,295.75	$4,971.66	$18,480.00	$13,061.25		**$272,938.69**	**$62.90**

Check = $272,938.69

Survey Field Days by Subconsultant

4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
3. Enter the rate for each classification in Row 9.

SALARY RELATED COSTS:			$272,938.69
OVERHEAD:	183.45%		$500,706.03
OPERATING MARGIN:	35.00%		$95,528.54
FCCM (Facilities Capital Cost Money):	0.35%		$955.29
EXPENSES:	4.37%		$11,927.42
SALARY RELATED SUBTOTAL:			**$882,055.97**
Survey (Field - if by Prime)	0.00	4-man crew day $ - / day	$0.00
SUBTOTAL - PRIME			**$882,055.97**
Subconsultant: SEARCH			$17,943.37
Subconsultant: Sub 2			$0.00
Subconsultant: Sub 3			$0.00
Subconsultant: Sub 4			$0.00
Subconsultant: Sub 5			$0.00
Subconsultant: Sub 6			$0.00
Subconsultant: Sub 7			$0.00
Subconsultant: Sub 8			$0.00
Subconsultant: Sub 9			$0.00
Subconsultant: Sub 10			$0.00
Subconsultant: Sub 11			$0.00
Subconsultant: Sub 12			$0.00
SUBTOTAL ESTIMATED FEE:			**$899,999.34**
Optional Services			$0.00
GRAND TOTAL ESTIMATED FEE:			**$899,999.34**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Rolling Acres Road from South of CR 466 to North of US 27/US 441
County: Lake
FPN: 439665-1-28-01
FAP No.: D526-004-B

Consult. Name: Search
Consult. No. enter consultants proj. number
Date: 4/13/2026
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager 3	Chief Archaeologist	Sr. Scientist	Scientist	Sr. Archaeologist	Archaeologist	GIS Specialist	Secretary/Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$0.00	$57.13	$43.97	$35.85	$45.05	$34.08	$37.63	$31.49	$0.00	$0.00	$0.00	$0.00			
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Engineering Analyses and Considerations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Environmental Analysis and Reports	148	0	3	8	43	11	39	22	22	0	0	0	0	148	$5,410	$36.55
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	148	0	3	8	43	11	39	22	22	0	0	0	0	148		
Total Staff Cost		$0.00	$171.39	$351.76	$1,541.55	$495.55	$1,329.12	$827.86	$692.78	$0.00	$0.00	$0.00	$0.00		**$5,410.01**	**$36.55**

Check = $5,410.01

Note:
1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:			$5,410.01
OVERHEAD:	174.73%		$9,452.91
OPERATING MARGIN:	0.24%		$12.98
FCCM (Facilities Capital Cost Money):	28.00%		$1,514.80
EXPENSES:	28.70%		$1,552.67
SALARY RELATED SUBTOTAL:			**$17,943.37**
Survey (Field - if by Sub)	0.00	4-man crew day $ - / day	$0.00
SUBTOTAL - SUBCONSULTANT			**$17,943.37**
Optional Services			$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:			**$17,943.37**

Estimator:

Rolling Acres Road from South of CR 466 to North of US 27/US 441
439665-1-28-01

Representing		Print Name				Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
2.0	**PROJECT DESCRIPTION AND OBJECTIVES**					
2.2	**Project Requirements and Provisions for Work**					
	2.2.6 Meetings and Presentations	*LS*			*45*	*see table below*
	2.2.7 Communication	*LS*	*1*	*0*	*0*	
	*2.2.9 Schedule**	*LS*	*1*	*28*	*28*	*(12 hrs initial schedule) + (1 hr/mo update X 16 mo)*
	2.2.10 Submittals	*LS*	*1*	*15*	*15*	*Uploading documents into SWEPT*
	2.2 Project Requirements and Provisions Work Total				**88**	
2.3	**Coordination with Other Consultants and Entities**	*LS*	*1*	*24*	*24*	Assume (1.5 hrs per month x 16 months)
2.4	**Contract Management**	*LS*	*1*	*80*	*80*	(16 hr initial setup) + (4 hrs/mo maintenance X 16 mo)
2.5	**Additional Services**					
	*2.5.1 Alternative Corridor Evaluation**	*LS*	*1*	*0*	*0*	
	2.5.2 Advance Notification					
	*Advance Notification**	*LS*	*1*	*0*	*0*	
	*Preliminary Environmental Discussion**	*LS*	*1*	*0*	*0*	
	2.5.3 Scoping (EIS Only)					
	*Set up/Scoping Package**	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	*2.5.4 Notice of Intent (EIS Only)**	*LS*	*1*	*0*	*0*	
	*2.5.5 Miscellaneous Services**	*LS*	*1*	*0*	*0*	
	2.5 Additional Services Total				**0**	
2.7	**Optional Services**	LS	*1*	*0*	*0*	
				Project Description and Objectives Subtotal	**192**	
				Hours Subject to QC	**28**	
	Quality Assurance / Quality Control	LS	%	5%	1	
				PROJECT DESCRIPTION AND OBJECTIVES TOTAL HOURS	**193**	

Use the following table to assist with task 2.2.6 Meetings and Presentations

	Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway	Typical Section	EA	1	4	4	Teleconference (3 Typical Sections, prep + meeting time + notes)

	Access Management	EA	1	3	3	Teleconference: 1hr+AMP Table 1hr & Note Time 1 hr
	Concepts	EA	3	4	12	In-Person: sPM, PE, Rdwy
Drainage	WATERSS/Pond Siting	EA	2	4	8	Kickoff Meeting = 2 hrs Screening Meeting = 2 hrs Summarize Impact & Analysis = 2 hrs Final Recommendations = 2 hrs
	FDOT Drainage	EA	1	0	0	
	Agency (Drainage)	EA	1	0	0	
Structures	FDOT Structures	EA	1	0	0	
Environmental	WMD	EA	1	0	0	
	NMFS	EA	1	0	0	
	USACE	EA	1	0	0	
	USCG	EA	1	0	0	
	USFWS	EA	1	0	0	
	NPS	EA	1	0	0	
	SHPO	EA	1	2	2	(0.5 hr prep + 1 hr meeting + 0.5 hr notes)
	USFS	EA	1	0	0	
	FFWCC	EA	1	0	0	
	USDA & NRCS	EA	1	0	0	
	USDOI	EA	1	0	0	
	Noise Coordination	EA	1	2	2	(0.5 hr prep + 1 hr meeting + 0.5 hr notes)
	Cultural Resources Coordination	EA	1	0	0	
	FDEP	EA	1	0	0	
	FDOT Environmental	EA	1	0	0	
Traffic	Traffic Methodology	EA	1	2	2	(0.5 hr prep + 1 hr meeting + 0.5 hr notes)
	Traffic Design	EA	1	0	0	
	Traffic Analysis	EA	1	0	0	
Utilities and Railroad	UAO & DUO	EA	1	2	2	(0.5 hr prep + 1 hr meeting + 0.5 hr notes)
	Railroad Office	EA	1	0	0	
Tolls	Tolls	EA	1	0	0	
PM / EMO	Local Governments (cities, counties, MPO)	EA	1	0	0	
	Subtotal Technical Meetings				**35**	
	Notice to Proceed	EA	1	0	0	
	Progress Meetings (if required by FDOT)	EA	5	2	10	(0.5 hr prep + 1 hr meeting + 0.5 hr notes)
	Phase Review Meetings	EA	1	0	0	
	Misc. Review Meetings	EA	1	0	0	
	Total Meetings				**45**	**Carry to task 2.2.6**

Estimator:

Rolling Acres Road from South of CR 466 to North of US 27/US 441
439665-1-28-01

Representing	Print Name				Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
3.0	**PUBLIC INVOLVEMENT**					
3.1	**Public Involvement Plan Elements**					
	*3.1.1 Public Involvement Plan **	*LS*	*1*	*40*	*40*	Mid-Range due to number of stakeholders/communities and length of project.
	*3.1.2 Project Website and Social Media **	*LS*			*20*	
	*Development **	*LS*	*1*	*20*	*20*	Content
	*Maintenance **	*LS*	*1*	*0*	*0*	
	3.1.3 Public Involvement Data Collection (incl. site selection)	*LS*	*1*	*30*	*30*	1.5 miles with communities/businesses and numerous stakeholders along the project. Elected Officials list. Meeting sites. Updated throughout project.
	*3.1.4 Public Involvement Comment Tracking **	*LS*	*1*	*15*	*15*	Tallying comments
	3.1 Public Involvement Plan Elements Total				**105**	
3.2	**Scheduled Public Meetings**					
	Scoping Meeting with Key Agencies (EIS only)					
	Development of Meeting Materials *	*LS*			*0*	
	*Agenda **	*LS*	*1*	*0*	*0*	
	*Presentation (scripts/pre-recorded/graphics) **	*LS*	*1*	*0*	*0*	
	*Project Handouts **	*LS*	*1*	*0*	*0*	
	*Exhibits **	*LS*	*1*	*0*	*0*	
	Participation and Notes	*LS*			*0*	
	Participation	*LS*	*1*	*0*	*0*	
	Notes	*LS*	*1*	*0*	*0*	
	Response to Comments *	*LS*	*1*	*0*	*0*	
	Project Kickoff Meeting					
	Virtual / Hybrid Component	*LS*	*1*	*0*	*0*	
	Development of Meeting Materials *	*LS*			*219*	
	*Agenda **	*LS*	*1*	*0*	*0*	
	*Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) **	*LS*	*1*	*40*	*40*	*Draft, Updates, Recording*
	*Project Handouts **	*LS*	*1*	*0*	*0*	
	*Exhibits **	*LS*	*1*	*80*	*80*	*Typical Sections, Boards, Title VI, Locations, Etc and Printing*
	*Notification Letters/Emails **	*LS*	*1*	*60*	*60*	*Elected Officials Email, Property Owner Handout*

*Display Advertisements **	*LS*	*1*	*24*	*24*	*Press Release, FAR Ad, Newspaper Ad*
*News Release/Fact Sheets **	*LS*	*1*	*5*	*5*	
*Staff Briefing **	*LS*	*1*	*10*	*10*	
*Meeting Summaries **	*LS*	*1*	*0*	*0*	
Participation and Notes	*LS*			*24*	
Participation	*LS*	*1*	*20*	*20*	*4 people x 5 hours to set up, meeting, tear down for in person*
Notes	*LS*	*1*	*4*	*4*	
Response to Comments *	*LS*	*1*	*0*	*0*	
Presentation to Local MPOs/TPOs/TPAs (incl. Associated Technical and Citizen Committees) and Affected Local Governments					
Development of Meeting Materials *	*LS*			*0*	
*Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) **	*LS*	*1*	*0*	*0*	
*Project Handouts **	*LS*	*1*	*0*	*0*	
*Exhibits **	*LS*	*1*	*0*	*0*	
Participation and Notes	*LS*			*0*	
Participation	*LS*	*1*	*0*	*0*	
Notes	*LS*	*1*	*0*	*0*	
Response to Comments *	*LS*	*1*	*0*	*0*	
Coordination Meetings with Key Agencies					
Development of Meeting Materials *	*LS*			*0*	
*Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) **	*LS*	*1*	*0*	*0*	
*Project Handouts **	*LS*	*1*	*0*	*0*	
*Exhibits **	*LS*	*1*	*0*	*0*	
Participation and Notes	*LS*			*0*	
Participation	*LS*	*1*	*0*	*0*	
Notes	*LS*	*1*	*0*	*0*	
Response to Comments *	*LS*	*1*	*0*	*0*	
Corridor Workshop(s) or Public Informational Meeting(s)					
Virtual / Hybrid Component	*LS*	*1*	*0*	*0*	
Development of Meeting Materials*	*LS*			*0*	
*Agenda **	*LS*	*1*	*0*	*0*	
*Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) **	*LS*	*1*	*0*	*0*	
*Project Handouts **	*LS*	*1*	*0*	*0*	
*Exhibits **	*LS*	*1*	*0*	*0*	
*Notification Letters/Emails **	*LS*	*1*	*0*	*0*	
*Display Advertisements **	*LS*	*1*	*0*	*0*	
*News Release/Fact Sheets **	*LS*	*1*	*0*	*0*	
*Meeting Summaries **	*LS*	*1*	*0*	*0*	
*Staff Briefing **	*LS*	*1*	*0*	*0*	
Participation and Notes	*LS*			*0*	
Participation	*LS*	*1*	*0*	*0*	
Notes	*LS*	*1*	*0*	*0*	
Response to Comments *	*LS*	*1*	*0*	*0*	
Alternatives Public Information Meeting(s)					
Virtual / Hybrid Component	*LS*	*1*	*0*	*0*	
Development of Meeting Materials *	*LS*			*285*	
*Agenda**	*LS*	*1*	*0*	*0*	
*Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) **	*LS*	*1*	*50*	*50*	*Draft, Updates, Recording*
*Project Handouts **	*LS*	*1*	*0*	*0*	

*Exhibits **	*LS*	*1*	*120*	*120*	*Typical Sections, Boards, Title VI, Locations, Etc and Printing*
*Notification Letters/Emails **	*LS*	*1*	*70*	*70*	*Elected Officials Email, Property Owner Handout*
*Display Advertisements **	*LS*	*1*	*30*	*30*	*Press Release, FAR Ad, Newspaper Ad*
*News Release/Fact Sheets **	*LS*	*1*	*5*	*5*	
*Meeting Summaries **	*LS*	*1*	*10*	*10*	
*Staff Briefing **	*LS*	*1*	*0*	*0*	
Participation and Notes	*LS*			*34*	
Participation	*LS*	*1*	*30*	*30*	*5 people x 6 hours to set up, meeting, tear down for in person*
Notes	*LS*	*1*	*4*	*4*	
Response to Comments *	*LS*	*1*	*0*	*0*	
Additional Coordination and Consensus Building Meeting(s)					
Virtual / Hybrid Component	*LS*	*1*	*0*	*0*	
Development of Meeting Materials *	*LS*			*0*	
*Meeting preparation **	*LS*	*1*	*0*	*0*	
*Create or Update Presentation **	*LS*	*1*	*0*	*0*	
Participation and Notes	*LS*			*0*	
Participation	*LS*	*1*	*0*	*0*	
Notes	*LS*	*1*	*0*	*0*	
Response to Comments *	*LS*	*1*	*0*	*0*	
Community / Stakeholder Forum(s)					
Virtual / Hybrid Component	*LS*	*1*	*0*	*0*	
Development of Meeting Materials*	*LS*			*0*	
*Agenda **	*LS*	*1*	*0*	*0*	
*Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) **	*LS*	*1*	*0*	*0*	
*Project Handouts **	*LS*	*1*	*0*	*0*	
*Exhibits **	*LS*	*1*	*0*	*0*	
*Notification Letters/Emails **	*LS*	*1*	*0*	*0*	
*Display Advertisements **	*LS*	*1*	*0*	*0*	
*News Release/Fact Sheets **	*LS*	*1*	*0*	*0*	
*Meeting Summaries **	*LS*	*1*	*0*	*0*	
*Staff Briefing **	*LS*	*1*	*0*	*0*	
Participation and Notes	*LS*			*0*	
Participation	*LS*	*1*	*0*	*0*	
Notes	*LS*	*1*	*0*	*0*	
Response to Comments *	*LS*	*1*	*0*	*0*	
Environmental Forum(s)					
Virtual / Hybrid Component	*LS*	*1*	*0*	*0*	
Development of Meeting Materials*	*LS*			*0*	
*Agenda **	*LS*	*1*	*0*	*0*	
*Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) **	*LS*	*1*	*0*	*0*	
*Project Handouts **	*LS*	*1*	*0*	*0*	
*Exhibits **	*LS*	*1*	*0*	*0*	
*Notification Letters/Emails **	*LS*	*1*	*0*	*0*	
*Display Advertisements **	*LS*	*1*	*0*	*0*	
*News Release/Fact Sheets **	*LS*	*1*	*0*	*0*	
*Meeting Summaries **	*LS*	*1*	*0*	*0*	

	*Staff Briefing **	*LS*	*1*	*0*	*0*	
	Participation and Notes	*LS*			*0*	
	Participation	*LS*	*1*	*0*	*0*	
	Notes	*LS*	*1*	*0*	*0*	
	Response to Comments *	*LS*	*1*	*0*	*0*	
	Other Public and Agency Meetings (Specify) or Informal Meetings					
	Development of Meeting Materials *	*LS*			*0*	
	*Presentation (scripts/pre-recorded/graphics) **	*LS*	*1*	*0*	*0*	
	*Project Handouts **	*LS*	*1*	*0*	*0*	
	*Exhibits **	*LS*	*1*	*0*	*0*	
	Participation and Notes	*LS*			*0*	
	Participation	*LS*	*1*	*0*	*0*	
	Notes	*LS*	*1*	*0*	*0*	
	Response to Comments *	*LS*	*1*	*0*	*0*	
	Local Advisory Group Meetings					
	Virtual / Hybrid Component	*LS*	*1*	*0*	*0*	
	Development of Meeting Materials *	*LS*			*0*	
	*Presentation (scripts/pre-recorded/graphics) **	*LS*	*1*	*0*	*0*	
	*Project Handouts **	*LS*	*1*	*0*	*0*	
	*Exhibits **	*LS*	*1*	*0*	*0*	
	Participation and Notes	*LS*			*0*	
	Participation	*LS*	*1*	*0*	*0*	
	Notes	*LS*	*1*	*0*	*0*	
	Response to Comments *	*LS*	*1*	*0*	*0*	
	3.2 Scheduled Public Meetings Total				**562**	
3.3	**Public Hearing**					
	Virtual / Hybrid Component	*LS*	*1*	*0*	*0*	
	Public Hearing Materials	*LS*			*131*	
	*Public Officials and Regulatory Agency Letters/Emails **	*LS*	*1*	*6*	*6*	*Draft, Edit, Final*
	*Property Owner Letters **	*LS*	*1*	*16*	*16*	*Update per previous information meeting*
	*Public Hearing Notices and publication in the FAR **	*LS*	*1*	*6*	*6*	*Draft, Edit, Final and Publish*
	*Notification on the Department's Public Notice webpages through the District PIO **	*LS*	*1*	*6*	*6*	*Draft, Edit, Final*
	*Identify website(s) and/or locations for document public availability **	*LS*	*1*	*0*	*0*	
	*Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) **	*LS*	*1*	*20*	*20*	*Draft, Updates, Recording*
	*Display boards and exhibits **	*LS*	*1*	*0*	*0*	*Utilize same exhibit as previous meeting*
	Hard copies of technical reports and Environmental Documents	*LS*	*1*	*6*	*6*	*Printing*
	*Meeting Location Signs **	*LS*	*1*	*10*	*10*	
	*Brochures or handouts **	*LS*	*1*	*0*	*0*	*(Under Property Owner Letter)*
	*Title VI compliance signs **	*LS*	*1*	*0*	*0*	
	*NEPA Assignment compliance signs **	*LS*	*1*	*0*	*0*	
	Security	*LS*	*1*	*0*	*0*	
	*Newspaper Advertisements/ press releases **	*LS*	*1*	*20*	*20*	*Draft, Edit, Final, Publish*
	*Transcript, errata sheet and certification **	*LS*	*1*	*25*	*25*	*Prep, Review, Final*
	Court Reporter	*LS*	*1*	*8*	*8*	
	*Staff Briefing **	*LS*	*1*	*8*	*8*	
	Participation and Notes	*LS*			*22*	

	Participation	*LS*	*1*	*18*	*18*	*3 people x 3 hours to set up, meeting, tear down for in person x 2 meetings (Lake Co and Lady Lake)*
	Notes	*LS*	*1*	*4*	*4*	
	Response to Comments *	*LS*	*1*	*16*	*16*	
	3.3 Public Hearing Total				**169**	
3.4	**Comments and Coordination Report ***	LS	*1*	*40*	*40*	Mid range
3.5	**Notification of Approved Environmental Document ***	LS	*1*	*4*	*4*	
3.6	**Additional Public Involvement Requirements**					
	*General Public Correspondence **	*LS*	*1*	*0*	*0*	
	*Newsletters/Fact Sheets **	*LS*	*1*	*0*	*0*	
	*Frequently Asked Questions (FAQs) **	*LS*	*1*	*0*	*0*	
	*FDOT's Project Website **	*LS*	*1*	*0*	*0*	
	*Surveys or Questionnaires **	*LS*	*1*	*0*	*0*	
	*Videos, Renderings, Fly-Throughs, 3-Dimensional (3D) Visualization **	*LS*	*1*	*0*	*0*	
	*Microsimulation **	*LS*	*1*	*0*	*0*	
	*Speakers Bureau **	*LS*	*1*	*0*	*0*	
	*Design Charettes **	*LS*	*1*	*0*	*0*	
	*Other **	*LS*	*1*	*0*	*0*	
	3.6 Additional Public Involvement Requirements Total				**0**	
				Public Involvement Subtotal	**880**	
				Hours Subject to QC	**756**	
	Quality Assurance / Quality Control	LS	%	5%	38	
				PUBLIC INVOLVEMENT TOTAL HOURS	**918**	

Estimator:

Rolling Acres Road from South of CR 466 to North of US 27/US 441
439665-1-28-01

epresenting		Print Name							Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Metric	Nadic	Total	Comments
4.0	**ENGINEERING ANALYSES AND CONSIDERATIONS**								
4.1	**Review of Previous Studies**	LS	*1*	*16*	*16*	*16*		*16*	Mid range
4.2	**Existing Conditions Analysis**								
	Data Collection	*LS*	*1*	*30*	*30*	*30*		*30*	*2-lane, urban roadway - mid-range*
	Field Review	*LS*	*1*	*48*	*48*	*48*		*48*	*2 people x 6 hr review x 2 hr travel x 2 trips*
	*Analysis **	*LS*	*1*	*20*	*20*	*20*		*20*	
	4.2 Existing Conditions Analysis Total				**98**	**98**	**0**	**98**	
4.3	**Survey**								
	*4.3.1 Survey Design **	*LS*	*1*	*0*	*0*			*0*	
	Survey Coordination	*LS*	*1*	*0*	*0*			*0*	
	*4.3.2 Photogrammetry (Optional) **	*LS*	*1*	*0*	*0*			*0*	
	Aerial Photography	*LS*	*1*	*0*	*0*			*0*	
	4.3 Survey Total				**0**	**0**	**0**	**0**	
4.4	**Geotechnical Investigation**								
	*Geotechnical Design Services **	*LS*	*1*	*16*	*16*	*16*		*16*	*Pulling soil survey*
	Geotechnical Review	*LS*	*1*	*8*	*8*	*8*		*8*	*Reviewing soil survey and prior permitting*
	Geotechnical Coordination	*LS*	*1*	*3*	*3*	*3*		*3*	*Summarizing effort*
	4.4 Geotechnical Investigation Total				**27**	**27**	**0**	**27**	
4.5	**Traffic Analysis**								
	Traffic Analysis Review	*LS*	*1*	*4*	*4*	*4*		*4*	*Review of prior studies and documents*
	*4.5.1 Traffic Analysis Methodology **	*LS*	*1*	*0*	*0*	*0*		*0*	
	*4.5.2 Traffic Counts **	*LS*	*10*	*14*	*140*	*140*		*140*	*10 Weekday & Weekend 8-hour TMCs*
	*4.5.3 Vehicle Class. Counts on Roadway Segments and Ramps **	*LS*	*8*	*12*	*96*	*96*		*96*	*4 Class Count & 4 Volume Count (6-day counts)*
	*4.5.4 Pedestrian, Bicycle, and Other Multimodal Data **	*LS*	*1*	*8*	*8*	*8*		*8*	*Summary of ped/bike counts from TMC*
	*4.5.5 Calibration and Validation Data for Microsimulation (Optional) **	*LS*	*1*	*0*	*0*	*0*		*0*	
	*4.5.6 Existing Traffic Operational Analysis **	*LS*	*10*	*2.5*	*25*	*25*		*25*	*Existing AM & PM Peak Hour Analysis 10 intersctions (CR 466, midblock at park, Oak St, Duck Lake Rd, midblock at school/entrance, back entrance to shopping, directional at shopping, US 441, Old Vineyard Rd, Griffin Ave.) at 2.5hrs/intersection (includes existing volume balance, traffic factors, etc.)*

	*4.5.7 Future Demand Forecasting **	*LS*	*1*	*204*	*204*	*204*		*204*	*Base Year Model Validation 56 hrs (network review 12 hrs + SE TAZ Data Review vs Census & BEBR 24hrs + volume-count review 6-hrs + initial model performance summary 8hrs + model validation performance summary 6 hrs)* *No Build Model 36 hrs (Opening & Design Year Network vs LRTP 8hrs, SE TAZ data growth/diff review 6 hrs, Development TIS review 6hrs, TAZ updates for approved developments 4hrs, initial model run 6hrs, 6 hrs final no build run)* *Build Models 32 hrs (Assumes 2 Alt x 16hrs/alt)* *Historical Trends Analysis 4hrs* *Summary of growth rates & selection of growth rate 6 hrs* *Development of opening & design year AADTs (2hrs)* *TMTool 20hrs (10 int x 2hrs/int)* *Volume Balance 3 scenarios x 2 analysis periods x 2 analysis years x 2hrs/scenario = 24 hrs* *Forecasting Memo 24hrs*
	*4.5.8 No-Build Analysis **	*LS*	*1*	*32*	*32*	*32*		*32*	*8hrs/model x 2 analysis years x 2 analysis periods*
	*4.5.9 Development and Screening of Build Alternatives **	*LS*	*1*	*8*	*8*	*8*		*8*	*Typical Section & Access Mgmt Alt consideration*
	*4.5.10 Intersection Control Evaluation (ICE) **	*LS*	*1*	*16*	*16*	*16*		*16*	
	*4.5.11 Operational Evaluation of Build Alternatives **	*LS*	*1*	*64*	*64*	*64*		*64*	*8hrs/model x 2 analysis years x 2 analysis periods x 2 Builds*
	*4.5.12 Project Traffic Analysis Report **	*LS*	*1*	*112*	*112*	*112*		*112*	*80 hrs Draft + 32 hrs final*
	*4.5.13 Interchange Access Request **	*LS*	*1*	*0*	*0*	*0*		*0*	*N/A*
	*4.5.14 Traffic Data for Noise Study **	*EA*	*4*	*2*	*8*	*8*		*8*	*4 primary segments x 2hrs/segment*
	*4.5.15 Traffic Data for Air Quality Analysis **	*EA*	*0*	*0*	*0*	*0*		*0*	*N/A*
	*4.5.16 Signalization Analysis (Optional) **	*LS*	*1*	*0*	*0*	*0*		*0*	*Summary of signalization phasing/timing for Preferred Build*
	4.5 Traffic Analysis Total				**717**	**717**	**0**	**717**	
4.6	**Signage (Optional) ***	LS	*1*	*0*	*0*			*0*	
4.7	**Tolling Concepts (Optional) ***	LS	*1*	*0*	*0*			*0*	
4.8	**Safety**								
	*4.8.1 Existing Conditions Analysis **	*LS*	*1*	*30*	*30*	*30*		*30*	*Historical Crash Analysis*
	*4.8.2 Future Conditions Analysis **	*LS*	*1*	*20*	*20*	*20*		*20*	*Summary of Build CMFs*
	*4.8.3 Documentation of Safety Analysis **	*LS*	*1*	*15*	*15*	*15*		*15*	*Documentation of Safety analysis in PTAR*
	4.8 Safety Total				**65**	**65**	**0**	**65**	
4.9	**Utilities and Railroads**								
	*4.9.1 Utilities **	*EA*	*1*	*46*	*46*	*46*		*46*	*24 hrs report + 11 utility owners x 2 hrs per utility = 46 hrs*
	*4.9.2 Railroads **	*EA*	*1*	*0*	*0*			*0*	
	4.9 Utilities and Railroads Total				**46**	**46**	**0**	**46**	
4.10	**Roadway Analysis**								
	*4.10.1 Design Controls and Criteria **	*LS*	*1*	*10*	*10*	*10*		*10*	*Mid range - coordinate with FDOT and County*
	*4.10.2 Typical Section Analysis **	*EA*	*3*	*8*	*24*	*24*		*24*	*Assuming 3 typicals - mid range - 8 hrs x 3 = 24 hrs*
	*4.10.3 Geometric Design **	*LS*	*1*	*24*	*24*	*24*		*24*	*Number of alternatives x (the length of the horizontal alignments in miles + length of vertical alignments) x number of hours depending on complexity* *2 alternatives x 2 (1.5 miles) x 4 (mid-range complexity) = 24 hrs*

	*4.10.4 Intersections and Interchange Evaluation **	*EA*	*2*	*30*	*60*	*60*		*60*	*Prepare Intersection Control Evaluation at 2 Intersections (30 hrs / location x 2 locations)*
	*4.10.5 Access Management **	*LS*	*1*	*20*	*20*	*20*		*20*	*Divided roadway corridor*
	*4.10.6 Multimodal Accommodations **	*LS*	*1*	*20*	*20*	*20*		*20*	*Need to coordinate sidewalk and shared use path with with Modal Development Office and Traffic Engineering and Operations Office*
	*4.10.7 Lighting **	*LS*	*1*	*0*	*0*			*0*	
	*4.10.7.1 Lighting Justification Report **	*LS*	*1*	*32*	*32*	*32*		*32*	*to be added into the PER*
	4.10 Roadway Total				**190**	**190**	**0**	**190**	
4.11	**Identify Construction Segments ***	LS	*1*	*12*	12	12		*12*	Analysis of reasonable construction segmentation to be included in the PER, including cost breakdown
4.12	**Transportation Systems Management and Operations ***	LS	*1*	*20*	20	20		*20*	Analysis of TSM&O alternative which is required per FDOT PD&E Manual
4.13	**Structures**								
	*4.13.1 Existing Structures**	*EA*	*0*	*0*	*0*			*0*	
	*4.13.2 Structure Typical Sections **	*EA*	*0*	*0*	*0*			*0*	
	*4.13.3 Proposed Structure **	*EA*	*0*	*0*	*0*			*0*	
	*4.13.4 Structures over Navigable Waters **	*EA*	*0*	*0*	*0*			*0*	
	4.13 Structures Total				**0**	**0**	**0**	**0**	
4.14	**Drainage**								
	*4.14.1 Floodplain and Drainage Data Collection **	*LS*	*1*	*16*	*16*	*16*		*16*	*Existing ERPs for adjacent areas / ponds. FEMA map floodplain data for pond siting (no floodplains along corridor)*
	*4.14.2 Drainage Analysis **	*Per Basin*	*5*	*20*	*100*	*100*		*100*	*Delineating basins, checking existing drainage adequecy, reviewing PER, and determining preliminary drainage design process. The five basins: 1. North of US 441 - stormwater pond located on the east side of Rolling Acres just north of US 441 was originally meant to contain the runoff. 2. US 441 intersection - stormwater pond located south of Rolling acres was originally meant to contain the runoff. 3. Elementary School Area - The existing stormwater pond is located behind the Rolling Acres Elementary School. 4. Rolling Acres Sports Complex - The existing stormwater pond is located on the west side of Rolling Acres Road within the sports complex property. 5. CR 466 Intersection - The existing stormwater pond is located on the southeast corner of CR 466 and Rolling Acres Road*
	*4.14.3 Floodplain Compensation Analysis **	*Per Encroach.*	*0*	*0*	*0*			*0*	*No impacts anticipated*
	*4.14.4 Sea Level Rise Analysis **	*LS*	*1*	*0*	*0*			*0*	*N/A*
	4.14.5 Stormwater Management Analysis								
	*Watershed Approach to Evaluating Regional Stormwater Solutions (WATERSS) **	*LS*	*1*	*22*	*22*	*22*		*22*	*Meeting with Lake County, SJRWMD, and DEP to discuss alternatives. (3 meetings x 2 staff attending x 1 hr each x 3hr travel time) + 4 hrs for notes preparation and documentation*
	*Stormwater Management **	*Per Basin*	*5*	*30*	*150*	*150*		*150*	Calculating water quality and quantity requirements, pond sizing, and preparing report. Widening in urban area, providing pond siting where existing facilities won't meet current WMD standards
	*4.14.6 Drainage Design (Optional) **	*LS*	*1*	*0*	*0*	*0*		*0*	*N/A*
	*4.14.7 Location Hydraulics Report **	*LS*	*1*	*16*	*16*	*16*		*16*	*No existing cross drains or floodplains anticipated to be impacted. LHR documentation will be in memo format to document any related findings.*
	*4.14.8 Bridge Hydraulics Report (Optional) **	*EA*	*0*	*0*	*0*	*0*	*0*	*0*	*N/A*
	4.14 Drainage Total				**304**	**304**	**0**	**304**	
4.15	**Landscaping Analysis (Optional) ***	LS	*1*	*40*	*40*	*40*		*40*	*Analyze each suggested alternative and provide suggesting planting treatment and appropriate planting palette for each. Include planting layout and materials for traffic calming. Provide specific species list for preferred alternative.*
4.16	**Project Cost Estimates**								

	*4.16.1 Construction Cost Estimates **	*LS*	*1*	*20*	*20*	*20*		*20*	*12 hrs initial + 4 hrs update x 2 updates*
	4.16.2 Right of Way Cost Estimates								
	*Right of Way Cost Estimate Support **	*LS*	*1*	*20*	*20*	*20*		*20*	*20 initial*
	Right of Way Cost Estimate Coordination	*LS*	*1*	*0*	*0*			*0*	
	*Right of Way Cost Estimate Preparation **	*LS*	*1*	*0*	*0*			*0*	
	*4.16.3 Other Cost Estimates **	*LS*	*1*	*0*	*0*			*0*	
	4.16 Construction and Right of Way Cost Estimates Total				**40**	**40**	**0**	**40**	
4.17	**Alternatives Evaluation**								
	*4.17.1 Comparative Alternatives Evaluation **	*LS*	*1*	*36*	*36*	*36*		*36*	*Preliminary evaluation, typical section matrix, alternative matrix, sensitivity analysis*
	*4.17.2 Selection of Preferred Alternative **	*LS*	*1*	*2*	*2*	*2*		*2*	
	*4.17.3 Value Engineering (Optional) **	*LS*	*1*	*0*	*0*			*0*	
	4.17 Alternatives Evaluation Total				**38**	**38**	**0**	**38**	
4.18	**Concept Plans**								
	*4.18.1 Base Map **	*Sheet*	*8*	*6*	*48*	*48*		*48*	*Assuming 8 sheets @ 100 scale x 6 hrs (suburban corridor) = 48*
	*4.18.2 Alternatives Concept Plans **	*Sheet*	*8*	*16*	*128*	*128*		*128*	*Assuming 8 sheets @ 100 scale + typical section (1 sheet) x 8 hrs (suburban corridor) x 2 alternatives =*
	*4.18.3 Preferred Alternative **	*Sheet*	*8*	*6*	*48*	*48*		*48*	*Assuming 8 sheets @ 100 scale x 6 hrs (suburban corridor) = 48*
	*4.18.4 Typical Section Package **	*LS*	*1*	*36*	*36*	*36*		*36*	*Assuming 3 typicals - mid range- 20 +(8 x 2 typicals) = 36*
	*4.18.5 Design Exceptions and Design Variations **	*EA*	*0*	*0*	*0*			*0*	
	4.18 Concept Plans Total				**260**	**260**	**0**	**260**	
4.19	**Transportation Management Plan ***	LS	*1*	*12*	*12*	*12*		*12*	
4.20	**Risk Management (Optional)**								
	*Meeting Materials **	*LS*	*1*	*0*	*0*			*0*	
	Meeting Participation	*LS*	*1*	*0*	*0*			*0*	
	4.20 Risk Management Total				**0**	**0**	**0**	**0**	
4.21	**Engineering Analysis Documentation**								
	*Draft Preliminary Engineering Report **	*LS*	*1*	*200*	*200*	*200*		*200*	
	*Final Preliminary Engineering Report **	*LS*	*1*	*120*	*120*	*120*		*120*	
	*4.21.1 Constructability Review **	*LS*	*1*	*12*	*12*	*12*		*12*	
	4.21 Engineering Analysis Documentation Total				**332**	**332**	**0**	**332**	
Engineering Analysis and Report Subtotal					**2217**	**2217**	**0**	**2217**	
	Hours Subject to QC				**2108**	**2108**	**0**	**2108**	
	Quality Assurance / Quality Control	LS	%	*5%*	105	118	0	118	
ENGINEERING ANALYSIS AND REPORT TOTAL HOURS					**2322**	**2335**	**0**	**2335**	

Estimator:

Rolling Acres Road from South of CR 466 to North of US 27/US 441
439665-1-28-01

epresenting	Print Name								Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Metric	SEARCH	Total	Comments
5.0	**ENVIRONMENTAL ANALYSIS AND REPORTS**								
5.1	**Sociocultural Effects**								
	*5.1 Sociocultural Effects Evaluation **	*LS*	*1*	*0*	*0*	*0*		*0*	*No Stand Alone SCE, assumes Sociocultural Data Report obtainable through FDOT system; if there are relocations they will be documented in a CSRP*
	*5.1.1 Social **	*LS*	*1*	*16*	*16*	*16*		*16*	*Medium Level as per guidelines; includes mapping and document cultural features as per scope*
	*5.1.2 Economic **	*LS*	*1*	*6*	*6*	*6*		*6*	*Low level as per guidelines, few community services and low level of anticipated impact*
	*5.1.3 Land Use Changes **	*LS*	*1*	*12*	*12*	*12*		*12*	*Lowest end of medium level from Staff Level Guidelines b/c of medium potential for growth, hours to accommodate future land use in scope*
	*5.1.4 Mobility **	*LS*	*1*	*12*	*12*	*12*		*12*	*Lowest end of Medium level , appropriate for Suburban corridor as per Staff Level Guidelines*
	*5.1.5 Aesthetic Effects **	*LS*	*1*	*6*	*6*	*6*		*6*	*Low Level as per guidelines b/c park present but still low potential for aesthetic or scenic impacts*
	5.1.6 Relocation Potential								
	*Review and Impact Determination **	*LS*	*1*	*18*	*18*	*18*		*18*	*Low Level as per guidelines for "no expected or low number of relocations";*
	*Conceptual Stage Relocation Plan (CSRP) **	*LS*	*1*	*18*	*18*	*18*		*18*	*Low level as per guidelines for No or Low Number of relocations*
	*5.1.7 Farmland **	*LS*	*1*	*4*	*4*	*4*		*4*	*Farmland soils of unique importance present but no form required b/c project is in designated Urban Area; 4 hrs as per guidelines*
	5.1 Sociocultural Effects Total				**92**	**92**	**0**	**92**	
5.2	**Cultural Resources**								
	5.2.1 Archaeological and Historical Resources								
	*Research Design and Survey Methodology **	*LS*	*1*	*0*	*0*			*0*	

*Cultural Resources Assessment Survey (CRAS) **	*LS*	*1*	*139*	*139*		*139*	*139*	*Deliverable: Cultural Resource Assessment Survey (CRAS) for 439665-1 Archaeological survey of 1.6 mile of Rolling Acres Road existing right-of-way at low and moderate probability (up to 40 shovel tests). Architectural History survey of historic aged parcels with photo documentation to be conducted concurrently with archaeological testing. Three days for two cultural resource professionals including travel (48 hours) Includes preparation of health and safety plan (1 hour), background research (14 hours), preparation of other report text (40 hours), field and report graphics (16 hours), technical editing (8 hours), clerical/logistics support (6 hours). Electronic draft and revised final pdf with submittal via SWEPT including electronic SHPO package (4 hours). Hardcopy SHPO package produced and mailed to the FMSF after concurrence (2 hours). Assumptions: All fieldwork will be completed in one mobilization. No artifacts, features, or sites. No curation fee is included. This scope of work is based on FDHR Module 3 (2003) standards. Any updates to Module 3 may require a contract modification. Project scope will not differ from what was provided during the proposal development; changes or additional improvements may require additional cultural resources survey with additional hours not included here.*
*Pond Sites Desktop Assessment **	*LS*	*1*	*0*	*0*			*0*	*Removed*
Determinations of Eligibility (DOE) (As Required)	*LS*	*1*	*0*	*0*			*0*	
*Section 106 Case Report **	*LS*	*1*	*0*	*0*			*0*	
*Memorandum of Agreement (MOA) **	*LS*	*1*	*0*	*0*			*0*	
Section 106 Consultation Meetings	*LS*	*1*	*0*	*0*			*0*	
Native American Coordination Meeting	*LS*	*1*	*0*	*0*			*0*	
Section 106 Public Involvement	*LS*	*1*	*0*	*0*			*0*	
*Florida Master Site File Form**	*LS*	*1*	*2*	*2*		*2*	*2*	*One Florida Master Site File resource form for 1 survey log per deliverable (1 for corridor + 1 for ponds) = 2 forms.*
5.2.2 Recreational Areas and Protected Lands								
Data Collection and Analysis	*LS*	*1*	*22*	*22*	*22*		*22*	*Low range as per guidelines; park present but info readily available with low use by project*
Coordination	*LS*	*1*	*4*	*4*	*4*		*4*	
Documentation								
*Section 4(f) Evaluation **	*LS*	*1*	*0*	*0*	*0*		*0*	*Not Anticipated*
*Recreational Areas Not Subject to Section 4(f) **	*LS*	*1*	*0*	*0*	*0*		*0*	*Not Anticipated*
*State Owned Lands **	*LS*	*1*	*0*	*0*	*0*		*0*	*Not Anticipated*
5.2.3 Section 4(f) and Concurrent Requirements (Optional)								
*Section 4(f) Determination of Applicability **	*EA*	*1*	*20*	*20*	*20*		*20*	*Sports complex is a 4(f) resource*
*Section 4(f) "de minimis" Documentation **	*EA*	*1*	*22*	*22*	*22*		*22*	*Low Level, as per guidelines, must document in Cat Ex for no use or deminimis*
*Individual Section 4(f) Evaluation **	*EA*	*0*	*0*	*0*	*0*		*0*	*Not Anticipated*
5.2 Cultural Resources Total				**209**	**68**	**141**	**209**	

5.3	**Natural Resources**								
	5.3.1 Wetlands and Other Surface Waters								
	Data Collection	*LS*	*1*	*16*	*16*	*16*		*16*	*field inspection concurrent with wildlife field inspection and background research, two people one day plus ten hours research as per staff hour guideliens*
	*Analysis **	*LS*	*1*	*64*	*64*	*64*		*64*	*Low end of Low as per guidelines; includes mapping and identifying wetlands in accordance with PDnE manual but does not involve a wetland delineation*
	*Conceptual Mitigation **	*LS*	*1*	*2*	*2*	*2*		*2*	*low level, as needed*
	5.3.2 Essential Fish Habitat								Not Anticipated
	Data Collection	*LS*	*1*	*0*	*0*	*0*		*0*	Not Anticipated
	*Analysis **	*LS*	*1*	*0*	*0*	*0*		*0*	Not Anticipated
	5.3.3 Protected Species and Habitat								
	Data Collection and Agency Coordination	*LS*	*1*	*16*	*16*	*16*		*16*	*Field inspection hours covered in wetland field inspection; 10 hrs research- (USFWS consultation area for multiple plants, sand skink, scrub jay, snail kite, undeveloped areas adjacent) + 6 hrs coordinate with USFWS regarding sand skink (anticipate letter that no surveys needed)*
	Specific Survey	*LS*	*1*	*0*	*0*	*0*		*0*	Not Anticipated; surveys for specific species would require USFWS coordination and supplemental funds based on survey design if required
	*Analysis **	*LS*	*1*	*65*	*65*	*65*		*65*	*Low level but undeveloped lots present with vegetation and multiple USFWS consultation areas including multiple plants*
	*Conservation Measures and Mitigation Plan **	*LS*	*1*	*0*	*0*	*0*		*0*	*Not Anticipated*
	5.3.4 Natural Resource Documentation								
	*Wetlands or Other Surface Waters Documentation **	*LS*	*1*	*0*	*0*	*0*		*0*	No wetland impacts anticipated, ID of OSW impacts, jurisdiction, and permitting requirements covered in Protected Species hours
	*Essential Fish Habitat (EFH) Assessment **	*LS*	*1*	*0*	*0*	*0*		*0*	Not Anticipated
	*Protected Species and Habitat Documentation and Biological Assessment **	*LS*	*1*	*50*	*50*	*50*		*50*	Document all in Natural Resources Evaluation Report, includes wetlands
	5.3.5 Water Resources								
	Analysis	*LS*	*1*	*1*	*1*	*1*		*1*	*no natural water bodies present, no OFW, Aquatic Preserves or SSA present*
	*Documentation **	*LS*	*1*	*8*	*8*	*8*		*8*	*as per guidelines*
	5.3.6 Wild and Scenic Rivers								
	Analysis	*LS*	*1*	*0*	*0*	*0*		*0*	*Not Anticipated, no WS Rivers present*
	*Documentation **	*LS*	*1*	*8*	*8*	*8*		*8*	*Provide documentation as per staff hour guidelines, includes map*
	5.3.7 Floodplains	*LS*	*1*	*4*	*4*	*4*		*4*	as per guidelines
	5.3.8 Coastal Zone Consistency	*LS*	*1*	*0*	*0*	*0*		*0*	
	5.3.9 Coastal Barrier Resources	*LS*	*1*	*1*	*1*	*1*		*1*	Use USFWS tool to demonstrate no involvement
	5.3 Natural Resources Total				**235**	**235**	**0**	**235**	
5.4	**Physical Effects**								
	5.4.1 Highway Traffic Noise								
	*Methodology Meeting **	*LS*	*1*	*12*	*12*	*12*		*12*	*8hrs Draft methodology + 2 staff x 1 hr meeting + 2hr notes/methodology update*
	Data Collection	*LS*	*1*	*12*	*12*	*12*		*12*	*Low/Mid-Range (suburban, low density)*
	Traffic Data Review and Formatting	*LS*	*1*	*6*	*6*	*6*		*6*	*Low Range*

	*Field Measurement and Noise Model Validation **	*LS*	*1*	*14*	*14*	*14*		*14*	*2 x Hr Measurement /Validation* 2 Staff * 3 Sites + Travel Time 2 staff x 1hr*
	*Construction Noise and Vibration Assessment **	*LS*	*1*	*2*	*2*	*2*		*2*	*Low Range*
	Noise Analysis	*LS*	*1*	*60*	*60*	*60*		*60*	*Low/Mid-Range 20hrs x 3 NSA*
	*Noise Abatement Evaluation **	*EA*	*3*	*8*	*24*	*24*		*24*	*3 CNE + Special Land Use Methodology*
	*Noise Study Report (NSR) **	*LS*	*1*	*60*	*60*	*70*		*70*	*Draft 50hrs + 10hrs Final*
	Public Meetings Support	*LS*	*1*	*10*	*10*	*10*		*10*	*Exhibit/Presentation 10 hrs*
	*5.4.2 Transit Noise and Vibration Impact Analysis **	*LS*	*1*	*0*	*0*	*0*		*0*	N/A
	5.4.3 Air Quality								All of FL in attainment of NAAQS
	Data Collection	*LS*	*1*	*2*	*2*	*2*		*2*	*Demonstrate area in attainment and no further modeling is required*
	*Screening Analysis **	*LS*	*1*	*0*	*0*	*0*		*0*	*Not Anticipated*
	*Air Quality Modeling **	*LS*	*1*	*0*	*0*	*0*		*0*	*Not Anticipated*
	*Air Quality Technical Memorandum (AQTM) **	*LS*	*1*	*0*	*0*	*0*		*0*	*Not Anticipated*
	*5.4.4 Construction **	*LS*	*1*	*2*	*2*	*2*		*2*	as per guidelines
	5.4.5 Contamination								
	Data Collection	*LS*	*1*	*22*	*22*	*22*		*22*	*6 hour prep equipment and site research + 2 people for one 8 hour day = 22 hours; photograph medium and high risk sites*
	*Analysis and Report **	*LS*	*1*	*50*	*50*	*50*		*50*	*40 hrs reporting as per staff hour guidelines plus 1 hours per site X 10 sites=50*
	5.4 Physical Effects Total				**276**	**286**	**0**	**286**	
5.5	**Cumulative Effects Evaluation (When Applicable)***	EA	0	0	0	0		0	Not Applicable
5.6	**Project Commitments ***	LS	1	6	6	6		6	Middle as per guidelines
	Environmental Analysis and Report Subtotal				**818**	**687**	**141**	**828**	
	Hours Subject to QC				**642**	**511**	**141**	**652**	
	Quality Assurance / Quality Control	LS	%	5%	32	26	7	33	
	ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS				**850**	**713**	**148**	**861**	

Estimator:

Rolling Acres Road from South of CR 466 to North of US 27/US 441
439665-1-28-01

epresenting	Print Name					Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
6.0	**ENVIRONMENTAL DOCUMENT**					
	*Type 2 Categorical Exclusion (CE) **	*LS*	*1*	*160*	*160*	*Completed in SWEPT; Middle of range from Staff Hour Guidelines*
	*Environmental Assessment (EA) **	*LS*	*1*	*0*	*0*	
	*Finding of No Significant Impact (FONSI) **	*LS*	*1*	*0*	*0*	
	*Draft Environmental Impact Statement (DEIS) **	*LS*	*1*	*0*	*0*	
	*Final Environmental Impact Statement (FEIS) **	*LS*	*1*	*0*	*0*	
	*Record of Decision (ROD) **	*LS*	*1*	*0*	*0*	
	*Combined FEIS/ROD **	*LS*	*1*	*0*	*0*	
	*State Environmental Impact Report **	*LS*	*1*	*0*	*0*	
	6.0 Environmental Document Total				**160**	
6.1	**Planning Consistency**					
	6.1.1 Transportation Plans	*LS*	*1*	*4*	*4*	*as per guidelines*
	*6.1.2 Planning Consistency Form **	*LS*	*1*	*8*	*8*	*as per guidelines*
	6.1 Planning Consistency Total				**12**	
				Hours Subject to QC	**168**	
	Quality Assurance / Quality Control	LS	%	5%	8	
				ENVIRONMENTAL DOCUMENT TOTAL HOURS	**180**	

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 17, 2026

Veronica Benitez, President
METRIC ENGINEERING INC.
13940 SW 136th Street
Suite 200
Miami, FL 33186
veronica.benitez@metriceng.com

Dear Benitez:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

2.0 - Project Development & Environmental (PD&E) Studies

3.1 - Minor Highway Design
3.2 - Major Highway Design
3.3 - Controlled Access Highway Design

4.1.1 - Miscellaneous Structures

6.1 - Traffic Engineering Studies
6.2 - Traffic Signal Timing
6.3.1 - Intelligent Transportation Systems Analysis and Design
6.3.2 - Intelligent Transportation Systems Implementation
6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
6.3.4 - Intelligent Transportation Systems Software Development

7.1 - Signing, Pavement Marking and Channelization
7.2 - Lighting
7.3 - Signalization

9.1 - Soil Exploration
9.4.1 - Standard Foundation Studies

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete

10.5.2 - Major Bridge CEI - Steel

13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.6 - Land Planning/Engineering
13.7 - Transportation Statistics

15.0 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
177.35%	130.37%	0.350%	Excluded	4.37%	21.46%	No

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

*For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Employee Retention Credit (ERC). For information on the adjusted overhead rates, contact the district Procurement Office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at FDOT.PSPrequalification@dot.state.fl.us.

Sincerely,

Philip Pitts
Professional Services Qualification Administrator
PP/NE

Title	Metric Engineering, Inc.
Audit Expiration	6/30/2026
Home OH: 0-12 months	177.35%
Home OH: 13-24 months	183.45%
Home OH: 25-36 months	185.48%
Home OH: 37-48 months	186.49%
Home OH: 49-60 months	187.10%
Field OH: 0-12 months	130.37%
Field OH: 13-24 months	136.47%
Field OH: 25-36 months	138.50%
Field OH: 37-48 months	139.51%
Field OH: 49-60 months	140.12%
Current FCCM	0.350%
Current Home DE	4.37%
Current Field DE	21.46%

Metric Engineering, Inc.

Home Rates

Labor	100.00%
Overhead Rate	183.45%
FCCM	0.350%
Operating Margin	35.000%
Direct Expense	4.37%
Total Multiplier	323.170%

CLASSIFICATION	AVG RAW RATE	LOADED BILLABLE RATE
Project Manager 2	80.00	258.54
Chief Engineer 1	115.00	371.65
Chief Engineer 2	88.00	284.39
Senior Engineer 1	90.77	293.33
Engineer 2	90.77	293.31
Engineer 1	61.05	197.30
Engineering Intern	54.75	176.92
Engineering Tech	34.00	109.88
Transportation Data Analyst	40.25	130.08
Landscape Architect	52.89	170.92
Chief Scientist	70.00	226.22
Sr. Environmental Specialist	53.75	173.70

BASIS OF HOURLY RATES

Job Classification	Personnel	Current Salary	Percent Employee Used	Salary Rate
Project Manager 2	Work Activities:			
	Nicole Mauntler	80.00	100%	80.00
			AVERAGE HOURLY RATE = $	80.00
Chief Engineer 1	Work Activities:			
	Robert Linares, PE	115.00	100%	115.00
			AVERAGE HOURLY RATE REDUCED = $	115.00
Chief Engineer 2	Work Activities:			
	Brian Fuller, PE	88.00	100%	88.00
			AVERAGE HOURLY RATE = $	88.00
Senior Engineer 1	Work Activities:			
	Jessica Bloomfield, PE	91.35	50%	45.68
	Joshua Reichert, PE	90.18	50%	45.09
			AVERAGE HOURLY RATE = $	90.77
Engineer 2	Work Activities:			
	Stefan Escanes, PE PTOE	91.35	50%	45.68
	Chris Dew, PE	90.18	50%	45.09
			AVERAGE HOURLY RATE = $	90.77
Engineer 1	Work Activities:			
	Jonathan Katz, PE	60.00	33%	19.80
	Lailee Delay, PE	55.62	33%	18.35
	William Davis, PE	67.31	34%	22.89
			AVERAGE HOURLY RATE = $	61.05
Engineering Intern	Work Activities:			
	Kaitlin Chokshi, EI	54.75	100%	54.75
			AVERAGE HOURLY RATE = $	54.75
Engineering Tech	Work Activities:			
	Diego Tamayo De Zayas	34.00	100%	34.00
			AVERAGE HOURLY RATE = $	34.00
Transportation Data Analyst	Work Activities:			
	Danielle Riley	40.25	100%	40.25
			AVERAGE HOURLY RATE = $	40.25
Landscape Architect	Work Activities:			
	Laura Duplain	52.89	100%	52.89
			AVERAGE HOURLY RATE = $	52.89
Chief Scientist	Work Activities:			
	Rob Myers	70.00	100%	70.00
			AVERAGE HOURLY RATE = $	70.00
Sr. Environmental Specialist	Work Activities:			
	Caitlin Hill	53.75	100%	53.75
			AVERAGE HOURLY RATE = $	53.75

Metric Engineering, Inc. hereby confirms that the above rates are true, accurate, and effective as of the date of submission.

Signature

21-Apr-26

Date

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

This Office has completed a review of the audit report information submitted by Southeastern Archaeological Research, LLC for the period ending December 31, 2024. The rates we have accepted are listed below. This approval allows the Consultant to pursue contracts in excess of the $500,000 threshold. ***This Firm is not a Professional Services Firm as defined by Rule Chapter 14-75.***

REVIEW OF AUDIT REPORT

CONSULTANT NAME	Southeastern Archaeological Research, LLC	*F/Y Ended*	12/31/24	*Rate Expiration Date*	7/1/26
CPA'S NAME	Thomas W Maxwell, CPA	*DATE of RECEIPT*	10/22/25	*AUDIT DATE*	9/3/25

REPORT STATUS

ACCEPTED	*REJECTED*	*OT PREMIUM*	*Reimb. Actual Expenses*
X		Reimbursed (Excl or Reimb)	NO

COST BASED RATES

OVERHEAD		DIRECT EXPENSE			
Home	*Field*	*Home*	** Field*	*FCCM*	*Published Fee Schedule*
174.73%		28.70%		0.240%	NO

* Includes No Rent or Utilities

***** This firm can only be used to perform <u>non-professional services</u>. If your services fall into one of FDOT's standard work types for professional services as defined in Rule 14-75, F.A.C., you must be pre-qualified as a professional services firm. Please reach out to the State Professional Services Engineer or State Procurement Manager for additional questions.***

Lake County - 25-726

Southeastern Archaeological Research, LLC (SEARCH)

Home Rates

Labor	100.00%
Overhead Rate	174.73%
FCCM	0.240%
Operating Margin	28.000%
Direct Expense	28.70%
Total Multiplier	331.670%

CLASSIFICATION	AVG RAW RATE	LOADED BILLABLE RATE
Archaeologist	34.08	113.03
Chief Archaeologist	57.13	189.48
GIS Specialist	37.63	124.81
Scientist	35.85	118.90
Secretary/Clerical	31.49	104.44
Senior Archaeologist	45.05	149.42
Senior Scientist	43.97	145.84

BASIS OF HOURLY RATES

Southeastern Archaeological Research, LLC (SEARCH)

Job Classification	Personnel	Current Salary	Percent Employee Used	Salary Rate
Archaeologist	Name and Work Description/Duties: Archaeological fieldwork, laboratory analysis, report preparation Education/Experience: Bachelors degree in related field and/or relevant experience			
	Kinchen, Drew	$36.41	20%	$7.28
	Martin, Erin	$33.68	30%	$10.10
	Nowak, Matthew	$40.57	20%	$8.11
	Olivera, Ariel	$28.64	30%	$8.59
			AVERAGE HOURLY RATE = $	$34.08
Chief Archaeologist	Name and Work Description/Duties: Technical direction, resource evaluation, report preparation Education/Experience: Masters or PhD in related field with 20+ years of experience			
	Boyd, Varna	$80.87	8.00%	$6.47
	Chambless, Elizabeth	$84.21	8.00%	$6.74
	Matusik, Angela M.	$44.37	32.00%	$14.20
	Parsons, Timothy	$74.29	20.00%	$14.86
	RabbySmith, Steven L.	$46.44	32.00%	$14.86
			AVERAGE HOURLY RATE = $	$57.13
GIS Specialist	Name and Work Description/Duties: Field maps, report graphics, GIS/GPS data processing Education/Experience: Degree in related field; or combination of education and experience			
	Costa, Angelica	$32.19	10%	$3.22
	Heller, Andrew	$40.00	60%	$24.00
	Shears, Ryan	$34.71	30%	$10.41
			AVERAGE HOURLY RATE = $	$37.63
Scientist	Name and Work Description/Duties: Historic research, architectural history fieldwork and documentation Education/Experience: Relevant degree, entry level			
	Bonatakis, Mary	$26.80	15%	$4.02
	London, Brittaney	$27.27	15%	$4.09
	Suphanniam, Anna	$39.63	70%	$27.74
			AVERAGE HOURLY RATE = $	$35.85
Secretary/Clerical	Name and Work Description/Duties: Report proofreading, technical editing, document production, project administration; also includes our health and safety specialist Education/Experience: Relevant degree, 2+ years of experience			
	Allison-Kern, Sarah	$33.66	40%	$13.46
	Nolan, Sheena	$27.70	20%	$5.54
	Sterchi, Charles	$31.23	40%	$12.49
			AVERAGE HOURLY RATE = $	31.49
Senior Archaeologist	Name and Work Description/Duties: Report preparation, archaeological fieldwork, field supervision, lab supervision Education/Experience: Masters or PhD in related field and 10+ years of experience			
	Altes, Kristina	$41.99	35%	$14.70
	Gallagher, Robin	$36.93	35%	$12.93
	Muse, Jessica P.	$58.06	30%	$17.42
			AVERAGE HOURLY RATE = $	45.05
Senior Scientist	Name and Work Description/Duties: Architectural History fieldwork, resource evaluations, and agency consultation; category also includes Health & Safety personnel for preparation of H&S plans and oversight Education/Experience: Masters or PhD and/or 10+ years of experience			
	Costas, Alyssa	$35.75	30%	$10.73
	Kent, Kenneth (Allen)	$39.80	10%	$3.98
	Thomas, Alexis	$46.56	40%	$18.62
	Willis, Kate	$53.21	20%	$10.64
			AVERAGE HOURLY RATE = $	43.97

Signature

Julissa Melendez

Date

2/20/2026

ATTACHMENT C – CERTIFICATIONS

ADDENDUM NO. #1 **RSQ #25-726**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: PROJECT DEVELOPMENT AND ENVIRONMENT STUDY FOR ROLLING ACRES RD FROM SOUTH OF CR 466 TO NORTH OF US 27 07/11/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Would the County please remove the "Warranty" and "Deficiencies in Work to be Corrected by the Contractor" provisions on page 7 of Exhibit C? We believe those sections are not applicable to the services provided by design professionals, as Florida case law is clear that design professionals providing professional services, unlike contractors who provide materials and goods, cannot warrant or guarantee their services as part of a contract, other than to warrant that the services will be conducted per the professional standard of care.

A. No. This is a standard contract provision and does not impose obligations beyond those required by applicable professional standards.

Q2. We request the County to address problematic language in RSQ 25-726. The "Indemnification" section on page 11 of Exhibit C does not comply with Florida Statute 725.08 by requiring a defense. Will the County please consider rewording same to conform with the statute and deleting the requirement to “defend"?

A. No. This language is in accordance with the LAP agreement and cannot be removed or reworded.

Q3. As currently worded, we believe that the indemnity provision, Section 5.8, in Exhibit E of the Sample Contract is not in compliance with FL Statute 725.08 and is unenforceable. Would the County please consider rewording same to conform with the statute? Suggested language per FL Statutes 725.08: “The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.”

A. No. This language is in accordance with the LAP agreement and cannot be removed or reworded.

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

ADDENDUM NO. #1 **RSQ #25-726**

Firm Name: Metric Engineering Inc.

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: *Robert Linares, PE*

Date: 8/21/2025

Print Name: Robert Linares, PE

Title: Executive Vice President of Transportation

Primary E-mail Address: Robert.linares@metriceng.com

Secondary E-mail Address: Nicole.mauntler@metriceng.com

ADDENDUM NO. #2 **RSQ #25-726**

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: PROJECT DEVELOPMENT AND ENVIRONMENT STUDY FOR ROLLING ACRES RD FROM SOUTH OF CR 466 TO NORTH OF US 27 07/24/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM CHANGES THE DATE FOR RECEIPT OF PROPOSALS FROM JULY 24, 2025 AT 3:00 PM TO **AUGUST 21, 2025 AT 3:00 PM.**

QUESTIONS/RESPONSES

N/A

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: Metric Engineering Inc.

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: *Robert Linares, PE*

Date: 8/21/2025

Print Name: Robert Linares, PE

Title: Executive Vice President of Transportation

Primary E-mail Address: Robert.linares@metriceng.com

Secondary E-mail Address: Nicole.mauntler@metriceng.com

ATTACHMENT 1 – SUBMITTAL FORM **RSQ #25-726**

The undersigned hereby declares: Metric Engineering Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to provide **PROJECT DEVELOPMENT AND ENVIRONMENT STUDY FOR ROLLING ACRES RD FROM SOUTH OF CR 466 TO NORTH OF US 27** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will commence upon the first day of the next calendar month after approval by the authorized authority, or related Notice to Proceed. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed

by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number N/A
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

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 for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

A contract award 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.

Registration or search can be conducted here: SAM Directory and Registration website

REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID SAM.gov | Home: N4Q2KMLSAM94

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: Metric Engineering Inc.
Street Address: 525 Technology Park, Suite 153
City: Lake Mary State and ZIP Code: FL 32746

Mailing Address (if different): 13940 SW 136th St, Miami, FL 33186
Telephone: (305) 235-5098
Purchase Order Email Address: Robert.linares@metriceng.com
Federal Identification Number / TIN: 59-1685550

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have 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. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Robert Linares, PE*
Date: 8/21/2025
Print Name: Robert Linares, PE
Title: Executive Vice President of Transportation
Primary E-mail Address: Robert.linares@metriceng.com
Secondary E-mail Address: Nicole.mauntler@metriceng.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]

ATTACHMENT 2 – SIMILAR PROJECTS FORM **RSQ #25-726**

Work by firm members which best illustrate current qualifications relevant to Project having been/is being accomplished by personnel assigned to Project. List a minimum of three (3) but no more than ten (10) projects.

<table>
<tr><td colspan="2">Project Name & Location
SR 500 (US 441) Widening & Reconstruction

Project Manager: Sarah Van Gundy</td><td rowspan="2">Project Owners Name & Address
FDOT District 5
719 S Woodland Blvd
Deland, FL 32720</td></tr>
<tr><td colspan="2">Completion Date (Actual or Estimated)
03/2020 (Design)</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, Email, & Telephone Number
Sarah Van Gundy
Consultant Project Manager
sarah.vangundy@dot.state.fl.us
(386) 943-5551</td></tr>
<tr><td>Entire Project

$42,000,000 (Construction)</td><td>Work for which firm was/is responsible

$2,218,000</td></tr>
<tr><td colspan="3">Scope of Entire Project (Please give quantitative indications wherever possible)
The scope of this project involved the comprehensive redesign and reconstruction of 4.1 miles of State Road 500, transforming it from a four-lane rural roadway into a six-lane divided urban arterial.
 </td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)
Metric was responsible for the design plans for the reconstructed 4.1 miles of SR 500 from a four-lane rural roadway to a six-lane divided urban arterial from Lake Ella Drive to Avenida Central in Lake County. Final plans were prepared for the construction of a curb and gutter roadway with bicycle lanes and a raised median within an existing 100’-200’ right-of-way corridor. Work efforts included roadway plans, drainage design and permitting for four retention ponds, the removal of the existing bridge over CR 25, design survey and right-of-way mapping, signing & pavement marking plans, traffic control plans, utility coordination and the preparation of adjustments, and the design of five signalized intersections. This project was shelved in 2014, and in May of 2018, our team was asked to moved forward with the re-design. Additional work includes drainage improvements, signing, lighting upgrades and median access changes.</td></tr>
<tr><td colspan="3">Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project

Jessica Bloomfield - EOR for Utility Adjustment Plans</td></tr>
</table>

ATTACHMENT 2 – SIMILAR PROJECTS FORM **RSQ #25-726**

Work by firm members which best illustrate current qualifications relevant to Project having been/is being accomplished by personnel assigned to Project. List a minimum of three (3) but no more than ten (10) projects.

<table>
<tr><td colspan="2">Project Name & Location
SR 535/Vineland Road PD&E Study from US 192 to North of World Center Drive

Project Manager: Lorena Cucek, FCCM, CPM, PMI</td><td rowspan="2">Project Owners Name & Address
FDOT District 5
719 S Woodland Blvd
Deland, FL 32720</td></tr>
<tr><td colspan="2">Completion Date (Actual or Estimated)
07/2023</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, Email, & Telephone Number
Lorena Cucek, FCCM, CPM, PMI
Planning & PD&E Project Manager
Lorena.Cucek@dot.state.fl.us
(386) 943-5392</td></tr>
<tr><td>Entire Project

$2,208,948</td><td>Work for which firm was/is responsible

$2,051,530</td></tr>
<tr><td colspan="3">Scope of Entire Project (Please give quantitative indications wherever possible)
The purpose of this PD&E Study is to accommodate future projected traffic demand and improve safety involved with widening of SR 535 from US 192 to World Center Drive, a project length of approximately 2.2 miles. In the existing condition, SR 535 is an urban minor arterial, access class 3 facility with posted speeds ranging from 45 miles per hour (MPH) to 50 MPH. The roadway has four travel lanes (two in each direction) from US 192 to SR 536/World Center Drive.</td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)
Metric assessed the Project's impacts on the social, economic, cultural, natural, and physical environments to support the development of the Location and Design Concept in compliance with FDOT policies. Our firm reviewed all relevant pre-PD&E documentation, including the ETDM Programming Screen Summary Report and comments from ETAT, the Lead Agency, and the District. Prior planning documents, such as typical sections and alignments, were also evaluated. Resource agency input was used to determine the necessary level of effort to address potential environmental concerns.</td></tr>
<tr><td colspan="3">Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project
Nicole Mauntler, PE, AICP – PD&E; Paul Carballo, PE – PD&E; Raul Driggs – QA/QC; Stefan Escanes, PE, PTOE - Traffic; Gabriela Garcia, PE – Project Manager / Sr. Project Engineer; Caitlin Hill, MS ENV SP - Environmental; Eduardo Monteagudo - Data; Danielle Riley - PI, Sergio Rios, EI - Traffic; Nicolas Yep, EI - Traffic, Matthew Paek - Environmental; Erin Smith, MS - Environmental;

Subconsultant SEARCH was a part of this project.</td></tr>
</table>

ATTACHMENT 2 – SIMILAR PROJECTS FORM **RSQ #25-726**

Work by firm members which best illustrate current qualifications relevant to Project having been/is being accomplished by personnel assigned to Project. List a minimum of three (3) but no more than ten (10) projects.

Project Name & Location	**Project Owners Name & Address**
SR 389 / East Avenue Feasibility/PD&E Study from SR 30 (US 98B) to Sherman Avenue (CR 2337) SR 389 (East Avenue) from Port Entrance to S.R. 30 (US 98B) (Group 22-A) in Bay County Project Manager: Tori White	FDOT District 3 1074 Highway 90 Chipley, Florida 32428
Completion Date (Actual or Estimated) 01/2023	

Estimated Cost (In Thousands)		Project Owner's Contact Person, Title, Email, & Telephone Number
Entire Project	Work for which firm was/is responsible	Tori White Project Manager tori.white@dot.state.fl.us (850) 330-1455
$1,535,128	$1,405,414	

Scope of Entire Project (Please give quantitative indications wherever possible)

The purpose of this PD&E Study to review and evaluate SR 389/East Avenue was designated SIS facility that connects the Port Panama City East Terminal to US 231. Phase I will complete a Feasibility Study to provide documented information necessary to determine fatal flaws, logical termini, purpose and need, and corridors or alternatives that meet performance metrics identified in the purpose and need. If warranted, a PD&E study will consist of Phase II, III and IV. The PD&E staff hours and fees will be negotiated at the same time as Phase I (Feasibility) services. At the conclusion of Phase I, when the feasibility phase has concluded and project alternatives have been developed that will be carried through into the PD&E Study (Phase II, III and IV), the staff hours and fees for PD&E Study will be renegotiated as necessary to reflect the approved feasible alternatives.

Photo Credit: FDOT D3

Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)

Metric The first part of this project was to complete a Feasibility Study of 3.1 miles of roadway to document information necessary to determine fatal flaws, logical termini, purpose and need, and corridors or alternatives that meet performance metrics identified in the purpose and need. The second phase of this project was to prepare a PD&E Study to reflect the approved feasible alternatives. The PD&E study resulted in the completion of a Type 2 Cat X., which included de minimis determinations for three historic resources. LDCA July 2022

Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project

Nicole Mauntler, PE, AICP – Project Manager; Amy Wiwi, GISP – Deputy Project Manager; Raul Driggs, PhD, PE – QA/QC; Danielle Riley - PI; Caitlin Hill, MS, ENV SP – Environmental Services; Paul Carballo, PE – Project Engineer; Anna Harden – Roadway; Erin Smith, MS - Environmental; Gabriela Garcia, PE – PD&E Engineer;
Subconsultants SSMC and SEARCH both were a part of this project.

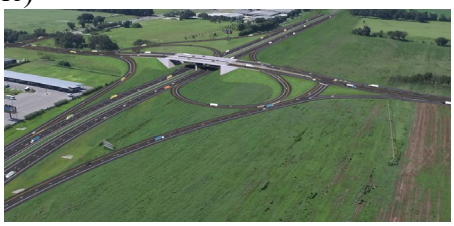
ATTACHMENT 2 – SIMILAR PROJECTS FORM **RSQ #25-726**

Work by firm members which best illustrate current qualifications relevant to Project having been/is being accomplished by personnel assigned to Project. List a minimum of three (3) but no more than ten (10) projects.

<table>
<tr><td colspan="2">Project Name & Location
I-75 at NW 49th PD&E Study from NW 49th St. to NE 35th St. in Marion County

Project Manager: Heather Grubert, PE</td><td rowspan="2">Project Owners Name & Address
FDOT District 5
719 South Woodland Boulevard
DeLand, FL 32720</td></tr>
<tr><td colspan="2">Completion Date (Actual or Estimated)
12/2020</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, Email, & Telephone Number
Heather Grubert, PE
Project Development Engineer
heather.grubert@dot.state.fl.us
(386) 943-5540</td></tr>
<tr><td>Entire Project

$8,171,282</td><td>Work for which firm was/is responsible

$7,714,380</td></tr>
<tr><td colspan="3">Scope of Entire Project (Please give quantitative indications wherever possible)
  This (Type 2 CE) for a new I-75 interchange at NW 49th Street in Ocala, FL. The interchange is needed to support the economic viability of the Ocala 489 Commerce Park, a Class A industrial distribution center, and contiguous Enterprise Zone. FedEx Ground, AutoZone and Chewy completed new distribution centers within the Ocala 489. The interchange concepts include a traditional diamond, single point urban, and partial cloverleaf. In addition, NW 49th Street will extend as a four-lane divided facility to connect to NW 35th Street. Environmental constraints include potential habitat for sand skinks and Floridan aquifer recharge areas.</td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)
Several interchange concepts were evaluated including a diamond, single point urban, and partial cloverleaf. The preferred alternative involves a diverging diamond and extension of NW 49th Street to the future NW 35th Street extension County project. The Study involved preparation of an Interchange Justification Report (IJR) an extensive stakeholder coordination.</td></tr>
<tr><td colspan="3">Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project
Robert Linares, PE – PIC; Raul Driggs, PhD, PE – QA/QC; Danielle Riley - PI; Caitlin Hill, MS, ENV SP – Environmental Services; Nicolas Yep, EI – Traffic; Paul Carballo, PE – Project Engineer; Eduardo Monteagudo – Data; Matthew Paek, MS – Environmental; Gabriela Garcia, PE – Deputy PM; Stefan Escanes, PE, PTOE – Traffic; Sergio Rios, EI – Noise;

Subconsultant SEARCH was a part of this project.</td></tr>
</table>

ATTACHMENT 2 – SIMILAR PROJECTS FORM **RSQ #25-726**

Work by firm members which best illustrate current qualifications relevant to Project having been/is being accomplished by personnel assigned to Project. List a minimum of three (3) but no more than ten (10) projects.

<table>
<tr><td colspan="2">Project Name & Location
NE 25th Avenue (from SR 492 to NE 35th Street) & NE 36th Avenue PD&E Studies (From SR 492 to NE 35th Street), in Marion County

Project Manager: Brian Stanger</td><td rowspan="2">Project Owners Name & Address
FDOT District 5
719 South Woodland Boulevard
DeLand, FL 32720</td></tr>
<tr><td colspan="2">Completion Date (Actual or Estimated)
02/2016</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, Email, & Telephone Number
Brian Stanger
Modal Development Administrator
brian.stanger@dot.state.fl.us
(386) 943-5543</td></tr>
<tr><td>Entire Project

$1,500,000</td><td>Work for which firm was/is responsible

$1,077,000</td></tr>
<tr><td colspan="3">Scope of Entire Project (Please give quantitative indications wherever possible)
The purpose of this project is to conduct PD&E studies (Categorical Exclusion Type II) for improvements along NE 25th Avenue and NE 36th Avenue in Ocala, Florida, specifically from SR 492/NE 14th Street to NE 35th Street.
 </td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)
Metric provided PD&E studies (CAT EX Type II) to improve the capacity and reduce travel delays associated with the railroad crossings on both NE 25th Avenue and NE 36th Avenue from SR 492/NE 14th Street to NE 35th Street in Ocala, Florida. The PD&E studies evaluated intersection improvements, the potential widening of both corridors from two to four lanes and the feasibility of providing a bridge overpass over the CSX at the railroad crossings for both roadways.</td></tr>
<tr><td colspan="3">Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project
Robert Linares, PE – Principal-in-Charge; Caitlin Hill, MS, ENV SP – Environmental Services; Paul Carballo, PE – Project Engineer; Gabriela Garcia, PE – Deputy Project Manager/PI; Stefan Escanes, PE, PTOE – Traffic Engineer;</td></tr>
</table>

ATTACHMENT 2 – SIMILAR PROJECTS FORM **RSQ #25-726**

Work by firm members which best illustrate current qualifications relevant to Project having been/is being accomplished by personnel assigned to Project. List a minimum of three (3) but no more than ten (10) projects.

<table>
<tr><td colspan="2">Project Name & Location
SR 292 Feasibility / PD&E Study from SR 173 (Blue Angel Pkwy) to SR 295 (Navy Blvd), in Escambia County

Project Manager: Sherry Alaghemand, PE</td><td rowspan="2">Project Owners Name & Address
FDOT District 3
1074 Highway 90
Chipley, Florida 32428</td></tr>
<tr><td colspan="2">Completion Date (Actual or Estimated)
11/2019</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, Email, & Telephone Number
Sherry Alaghemand, PE
Project Manager
sherry.alaghemand@dot.state.fl.us
(850) 330-1510</td></tr>
<tr><td>Entire Project

$1,478,312</td><td>Work for which firm was/is responsible

$1,460,688</td></tr>
<tr><td colspan="3">Scope of Entire Project (Please give quantitative indications wherever possible)
The purpose of this PD&E Study for SR 292 (Sorrento Rd. /Gulf Beach Hwy.) in Escambia County, to consider widening from a two-lane undivided to a four-lane divided urban typical section with bike lanes and sidewalks that will link Blue Angel Parkway to Navy Boulevard. The approximate limits of the project are from SR 292 (Sorrento Rd. /Gulf Beach Hwy.) (MP 12.030) to SR 295 (Navy Blvd.) (MP 17.246). Project limits may be adjusted based on the findings of the Feasibility Study.</td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)
SR 292 (Sorrento Rd./Gulf Beach Hwy.) in Escambia County, was to widening this roadway from a two-lane undivided to a four-lane divided urban typical section with bike lanes and sidewalks that will link Blue Angel Parkway to Navy Boulevard. The approximate limits of the project were from SR 292 (Sorrento Rd./Gulf Beach Hwy.) (MP 12.030) to SR 295 (Navy Blvd.) (MP 17.246). This was a two-phase PD&E study. Stage 1 was to complete a Feasibility Study to provide documented information necessary to determine fatal flaws, logical termini, purpose and need, and corridors or alternatives that meet performance metrics identified in the purpose and need. Once the feasibility report is completed, Metric performed the remainder of the PD&E study, which became a Type 2 Cat X. This project included a tidally influenced bridge!</td></tr>
<tr><td colspan="3">Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project

Amy Wiwi, GISP – PIC; Nicole Mauntler, PE, AICP – Deputy Project Manager; Danielle Riley – PI; Nicolas Yep, EI – Traffic; Paul Carballo, PE – PD&E Engineer; Jennifer Adkison, CPS – RCI; Anna Harden – Roadway; Erin Smith, MS – Environmental; Gabriela Garcia, PE – Transportation Engineer; Stefan Escanes, PE, PTOE – Traffic Engineer;

Subconsultants SSMC and SEARCH both are a part of this project.</td></tr>
</table>

ATTACHMENT 2 – SIMILAR PROJECTS FORM **RSQ #25-726**

Work by firm members which best illustrate current qualifications relevant to Project having been/is being accomplished by personnel assigned to Project. List a minimum of three (3) but no more than ten (10) projects.

<table>
<tr><td colspan="2">Project Name & Location
US 27/SR 25/Okeechobee Road PD&E Study From Krome Ave. to NW 79th Ave

Project Manager: Bao-Ying Wang, PE</td><td rowspan="2">Project Owners Name & Address
FDOT District 6
1000 NW 111 Ave, Room 6251,
Miami, FL 33172</td></tr>
<tr><td colspan="2">Completion Date (Actual or Estimated)
05/2022</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, Email, & Telephone Number
Bao-Ying Wang, PE
Project Manager
baoying.wang@dot.state.fl.us
(305) 470-5211</td></tr>
<tr><td>Entire Project

$3,550,093</td><td>Work for which firm was/is responsible

$3,516,743</td></tr>
<tr><td colspan="3">Scope of Entire Project (Please give quantitative indications wherever possible)
The purpose of this PD&E Study is to perform conceptual design and environmental study of roadway enhancements, frontage road enhancements, signalize intersection improvements, and bridge widenings to US 27/SR 25/Okeechobee Road from NW 7911, Avenue to SR 997/Krome Avenue in Miami-Dade County, Florida. Okeechobee Road is a Strategic Intermodal System (SIS) and Florida Intrastate Highway System (FIHS) facility. The typical section of the study segment transitions from 4-lane divided between Krome A venue and the Homestead Extension of the Florida's Turnpike (HEFT) to 6-lane divided from the HEFT to NW 79th Avenue.</td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)
Metric provided professional services for this Type 2 CE PD&E Study for the 10-mile widening and reconstruction of US 27/SR 25/Okeechobee Road included rigid concrete pavement, interchange modifications, new grade separated intersections, bridge improvements, frontage road enhancements and bicycle and pedestrian improvements. This included the conversion of the SR 25/NW 87 Avenue intersection to a new third level urban interchange. The project required the relocation of the Bernie Wilson Park, a Section 4(f) recreational resource. Due to the proposed mitigation strategies developed by the team, a Section 4(f) Net Benefit (a first in the State!) was approved avoiding a class of action elevation and schedule delays. Extensive coordination was required in order to address the numerous issues (Town of Medley, City of Hialeah Gardens, SFWMD (due to impacts to the Miami Canal, primary canal and historic resource), Miami-Dade Water and Sewer, Miami-Dade Public Schools). The project team held over 60 meetings with project stakeholders and the public, helping to gain a unique understanding of the issues the stakeholders contend with on a daily basis. Metric was awarded the 2017 FICE Award for Outstanding PD&E. Design is complete and the project is under construction.</td></tr>
<tr><td colspan="3">Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project
Robert Linares, PE – Principal-in-Charge; Nicole Mauntler, PE, AICP - PD&E Engineer; Raul Driggs, PhD, PE – QA/QC; Caitlin Hill, MS, ENV SP – Environmental Services; Paul Caballo, PE – Project Engineer; Gabriela Garcia, PE – PD&E Engineer</td></tr>
</table>

ATTACHMENT 2 – SIMILAR PROJECTS FORM **RSQ #25-726**

Work by firm members which best illustrate current qualifications relevant to Project having been/is being accomplished by personnel assigned to Project. List a minimum of three (3) but no more than ten (10) projects.

<table>
<tr><td colspan="2">Project Name & Location
CR 2321 from State Road 77 to State Road 75 Widening PD&E Study (RFQ 24-15), Bay County

Project Manager: Cliff Johnson</td><td rowspan="2">Project Owners Name & Address
Bay County
840 West 11th Street
Panama City , FL 32401</td></tr>
<tr><td colspan="2">Completion Date (Actual or Estimated)
01/2027</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, Email, & Telephone Number
Cliff Johnson
Traffic Division Manager
cjohnson@baycountyfl.gov
(850) 248-8741</td></tr>
<tr><td>Entire Project

$3,000,000</td><td>Work for which firm was/is responsible

$1,751,000</td></tr>
<tr><td colspan="3">Scope of Entire Project (Please give quantitative indications wherever possible)
The purpose of this project is to conduct a PD&E Study for CR 2321 (Deer Point Dam Road) in Bay County, Florida. The study should evaluate the feasibility and impacts of widening the existing two-lane roadway to a four-lane typical section. The project corridor extends from State Road (SR) 77 to SR 75 (U.S. Highway 231), covering an approximate distance of 6.15 miles, from Milepost 0.000 to Milepost 6.150. These project limits may be adjusted as deemed necessary by the County. The study will be conducted under Florida Project Identification Number (FPID) 453198-1-24-01.</td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)
Metric was selected to conduct a PD&E Study to consider widening the current roadway from a two-lane roadway with flush shoulders to a four-lane typical section. The approximate limits of the project include approximately 6.15 miles (M.P. 0.000 to M.P. 6.150). CR 2321 provides an important route for the Southport community, and the greater Bay County area. The previously undeveloped area along CR 2321 has seen a surge in improvements including a request from D&H Properties to amend the Bay County Future Land Use Map in 2020 from residential to mixed use. The St. Joe Company and DR Horton are developing the Titus Park area on the east end of the project limits.</td></tr>
<tr><td colspan="3">Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project
Robert Linares, PE – Principal-in-Charge; Nicole Mauntler, PE, AICP – Project Manager; Stefan Escanes, PE, PTOE – Traffic Engineer, Paul Caballo, PE – PD&E Engineer; Jessica Bloomfield, PE - Roadway Design; Caitlin Hill, MS, ENV SP - Environmental Services; Eduardo Monteagudo – Data; Heike Gomez, MS – Environmental; Joshua Reichert, PE – Traffic/Safety; Lailee DeLay, PE, ENV SP – Drainage/Roadway; Matthew Paek - Environmental; Nicolas Yep, EI - Traffic; Sergio Rios, EI – Traffic/Noise

Subconsultants SSMC and SEARCH both are a part of this project.</td></tr>
</table>

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)** Robert Linares, PE, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** Executive Vice President of Transportation of **(Business Name)** Metric Engineering Inc. 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 21st day of August, 2025.

BY: _____
Signature of Affiant

Robert Linares, PE
Printed Name

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 21st day of August, 20 25, by Robert Linares, PE, who is ☒ personally known to me or ☐ has produced identification (type): N/A.

_____
(*Notary Signature*)
Kristine K. Melanson / Public Notary
(SEAL)

KRISTINE KUREK MELANSON
Notary Public - State of Florida
Commission # HH 502660
My Comm. Expires Mar 11, 2028
Bonded through National Notary Assn.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
25-726	PDE Study for Rolling Acres Rd from South CR 466 to north of US 27	439665-1-28-01

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Robert Linares, PE		8/21/2025
Executive Vice President of Transportation		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Metric Engineering Inc.
Name of Consultant

By: _____ 8/21/2025
Robert Linares, PE - Executive Vice President of Transportation — Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Metric Engineering Inc.

By: Robert Linares, PE

Date: 8/21/2025

Title: Executive Vice President of Transportation

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
01/24

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Metric Engineering Inc.

By: Robert Linares, PE Date: 8/21/2025

Authorized Signature:

Title: Executive Vice President of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/25

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: Metric Engineering Inc. 525 Technology Park #153 Lake Mary, FL 32746 Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** Assistance Listing Number (ALN), *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Robert Linares, PE Title: Executive Vice President of Transportation Telephone No.: (305) 235-5098 Date (mm/dd/yyyy): 08/21/2025
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Florida Statutes:
287.135

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

375-030-60
PROCUREMENT
OGC – 07/24

Respondent Vendor Name: Metric Engineering Inc.

Vendor FEIN: 59-1685550

Vendor's Authorized Representative Name and Title: Robert Linares, PE - Executive Vice President of Transportation

Address: 525 Technology Park, # 153

City: Lake Mary State: FL Zip: 32746

Phone Number: (305) 235-5098

Email Address: robert.linares@metriceng.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: Robert Linares, PE

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Robert Linares, PE - Executive Vice President of Transportation

Date: 8/21/2025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES COMMITMENT FORM

375-030-83
PROCUREMENT
08/25

Submit this form as required in the Request for Proposal or alternatively, at the time of Expanded Letter of Response is due:

Contract/Advertisement No.:	25-726	**Prime Consultant:**	Metric Engineering Inc.
Project Description:	Rolling Acres Rd From S of CR 466 to N of US 27		

Expected percentage of contract fees to be utilized by Small Businesses 5 %. (Combine Small Business Prime and Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors' work is as follows:

Prime	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	Small Business	Non Small Business
Metric Engineering Inc.	2.0	60	☐	☒
	3.1	9		
	13.4	8		
	Choose an item.			
	Choose an item.			
	Choose an item.			
	Choose an item.			
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	Choose an item.			

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	Small Business	Non Small Business
NADIC Engineering Services Incorporated (Geotech)	9.1	5	☒	☐
Southeastern Surveying and Mapping Corporation	8.4	10	☐	☒
Southeastern Archaeological Research, LLC	Non-Professional Service Firm	8	☐	☒
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES COMMITMENT FORM

375-030-83
PROCUREMENT
08/25

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	Small Business	Non Small Business
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES COMMITMENT FORM

375-030-83
PROCUREMENT
08/25

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	Small Business	Non Small Business
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐
	Choose an item.		☐	☐

Total percent for Prime and Subs committed:
(Note to Consultants: should be 100% when submitted to FDOT) 100

Total percent for Prime and Subs remaining to be committed:
(Note to Consultants: should be 0% when submitted to FDOT) 0

The percentage column must total 100% for Prime and all subs.

Small Business status for **Non-Professional Services firms** can be found here:
https://ssrs.fdot.gov/Reports/report/PDA Reports/Public Reports/SmallBusinessCertificationReport

Small Business status for **Professional Services firms** is located here:
https://www.fdot.gov/procurement/InternetReports.shtm#qual

By: Robert Linares, PE Title: Executive Vice President of Transportation Date: 10/21/2025

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ **YES**

☐ **NO**

NAME OF BUSINESS: Metric Engineering Inc.

Robert Linares, PE - Executive Vice President of Transportation

ATTACHMENT D RSQ #25-726

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

ATTACHMENT D RSQ #25-726

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> “The subconsultant, 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 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.”

Pursuant to 49 CFR26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parities within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.

P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

ATTACHMENT D RSQ #25-726

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

T. The Consultant shall 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 the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract 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 any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, 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. (b) 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 Federal 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 Consultant shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”. (2) 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 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. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Submission of this statement is a perquisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10, 000 and not more than $100,000 for each such failure.

X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

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

DATE: 05/21/2026 **MEETING DATE:** 6/23/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42991
BY: Mercedes Ibarra-Sejba, Right-of-Way Agent II
SUBJECT: Road Right of Way and Easement Deeds

RECOMMENDATION/REQUIRED ACTION: Approve

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

The fiscal impact is $4,339.60 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget.

BACKGROUND SUMMARY: In order for any real estate transaction to be complete, the deeds must be delivered and accepted by the Lake County Board of County Commissioners (Board). The Public Works Department requests that the Board accept the deeds for the purposes noted on the attached list.

Total Acreage Donated:	5.531±
Estimated Total Value of Donations:	$475,100.
Total Acreage Purchased:	5.607±
Total Value of Purchases:	$592,000

Fiscal Impact: $4,339.60 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Transportation Trust	1120	5055100	830490		$4,339.60

Advertised Date: Paper:

Attachments:

1.	Signed Deed Acceptance List
2.	Rhames Map
3.	Kosnik Maps
4.	Tierra Vista Maps
5.	Astatula_Reserve_Deed_Maps
6.	Enclave at Lake Geneva Maps
7.	James Landing Maps

8.	Sunnyside Oaks Dedication Maps
9.	Manor Oaks Easement Maps

STAFF APPROVALS AND DATES:

Mercedes Ibarra-Sejba	Created/Initiated - 05/21/2026
Eric White	Approved - 05/26/2026
David Hill	Approved - 05/27/2026
Kerri Andrews	Approved - 05/28/2026
Eric White	Approved - 06/03/2026
Michelle Wilkinson	Approved - 06/03/2026
Jeffrey Earhart	Approved - 06/04/2026
Grace Burgos	Approved - 06/04/2026
Roberto Bonilla	Approved - 06/04/2026
Ron Falanga	Approved - 06/05/2026
Kandace Pourbaix	Approved - 06/08/2026
Miranda Lanoue	Approved - 06/08/2026
Jaime Stewart	Approved - 06/08/2026
Rachel Bartolowits	Approved - 06/10/2026
Melanie Marsh	Approved - 06/12/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

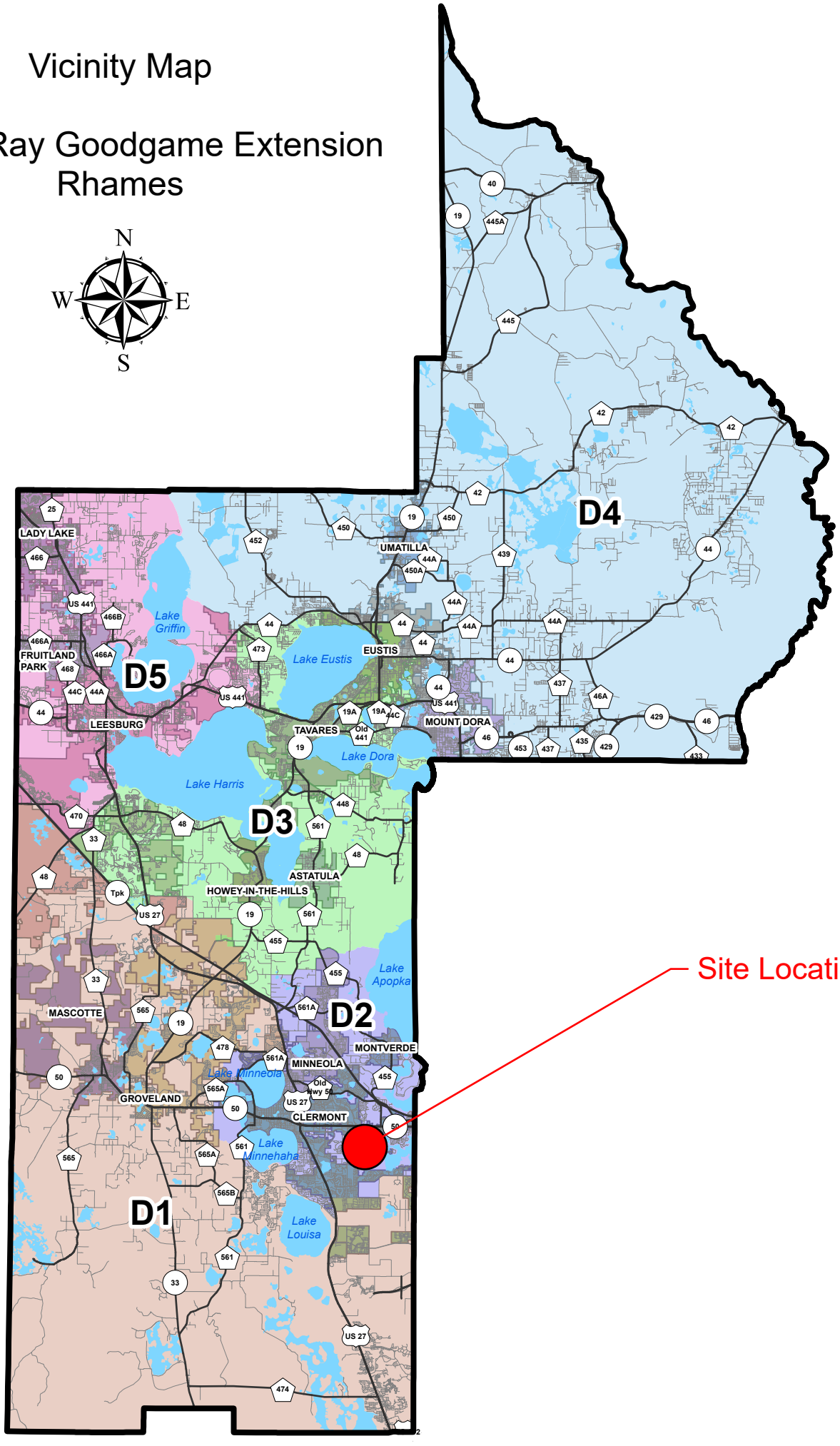
RIGHT OF WAY & EASEMENT DEEDS LIST
BCC AGENDA - JUNE 23, 2026

NEW DEEDS

Instrument /Grantor	City or County Project	Project Name	BCC Approval To Close Date	Road Name	Commission District	Alternate Key	ORB / PG	Donate / Purchase	Purpose	Acres ±	Est. Value
STATUTORY WARRANTY DEED											
Donald E. Rhames and Laura Mae Rhames Griffin	Lake County	CR-455 Ray Goodgames Pkwy Phase 2 Project	3.10.2026	John's Lake Road	2	1678790	6722/1317	**Purchase**	Road Project	**4.800**	**$550,000.00**
William and Maria Kosnik	Lake County	Wekiva Trail Segment 2 Phase A	10.14.25	Tollgate Trail	4	1597854	6737/697	**Purchase**	Trail Project	**0.450**	**$37,000.00**
TLC Tierra Vista LLC	City of Leesburg	Tierra Vista	12.16.2025	CR-33 (#2409)	1	1035422, 1296633	6730/1677	**Donation**	Development Review	**1.152**	**$54,000.00**
TLC Astatula Reserve, LLC	Town of Astatula	Astatula Reserve	8.26.2025	CR-561 (#3047)	5	2743158	6730/1625	**Donation**	Development Review	**0.659**	**$132,000.00**
Fruitland Park Development IV, LLC	City of Fruitland Park	Enclave at Lake Geneva	6.22.2025	Lake Ella Road (#6604)	5	1699223	6742/2053	**Donation**	Development Review	**0.532**	**$48,000.00**
Core G James Landing, LLC	City of Leesburg	James Landing	9.23.2025	Park Holland Road (#5210) and Picciola Road (#5710)	5	1289670	6744/801	**Donation**	Development Review	**0.107**	**$41,000.00**
Core G Sunnyside, LLC	City of Leesburg	Sunnyside Oaks	12.16.2025	Sunnyside Drive (#4122)	5	2856971, 1207665, 2802189, 1301602	6744/787	**Donation**	Development Review	**1.267**	**$103,000.00**
PERMANENT GRADING, TRAIL, UTILITY, AND DRAINAGE EASEMENT											
TLC Tierra Vista LLC	City of Leesburg	Tierra Vista	12.16.2025	CR-33 (#2409)	1	1035422, 1296633	6730/1684	**Donation**	Development Review	**0.174**	**$8,100.00**
DRAINAGE AND GRADING EASEMENT											
Meritage Homes of Florida, Inc.	City of Leesburg	Manor Oaks	1.20.2026	CR-33 (#2409)	3	3814748	6743/486	**Donation**	Vacation Petition	**1.640**	**$89,000.00**
QUIT CLAIM DEED											
William and Maria Kosnik	Lake County	Wekiva Trail Segment 2 Phase A	10.14.25	Tollgate Trail	4	1597854	6737/701	**Purchase**	Trail Project	**0.115**	**$2,500.00**
William and Maria Kosnik	Lake County	Wekiva Trail Segment 2 Phase A	10.14.25	Tollgate Trail	4	1597854	6737/705	**Purchase**	Trail Project	**0.242**	**$2,500.00**
Reviewed by Mercedes Ibarra-Sejba on: Mercedes Ibarra-Sejba 6/10											
				Est. Total Value of Acreage Donated (assessed value)						**5.531**	**$475,100.00**
Approved by Eric White on: Eric White 06/10											
				Total Value of Acreage Purchased (appraised value)						**5.607**	**$592,000.00**

Vicinity Map

CR-455 Ray Goodgame Extension
Rhames



Statutory Warranty Deed
CR-455 Ray Goodgame Road Project
Donald E. Rhames and Laura Mae Rhames Griffin
Lake County
ORB 6722 PG 1317

AK: 1678790

CLERMONT

Commissioner District # 2

Commissioner District # 1

SECTION	TOWNSHIP	RANGE
35	22	26

Prepared by: EJW Date: 05/22/2026

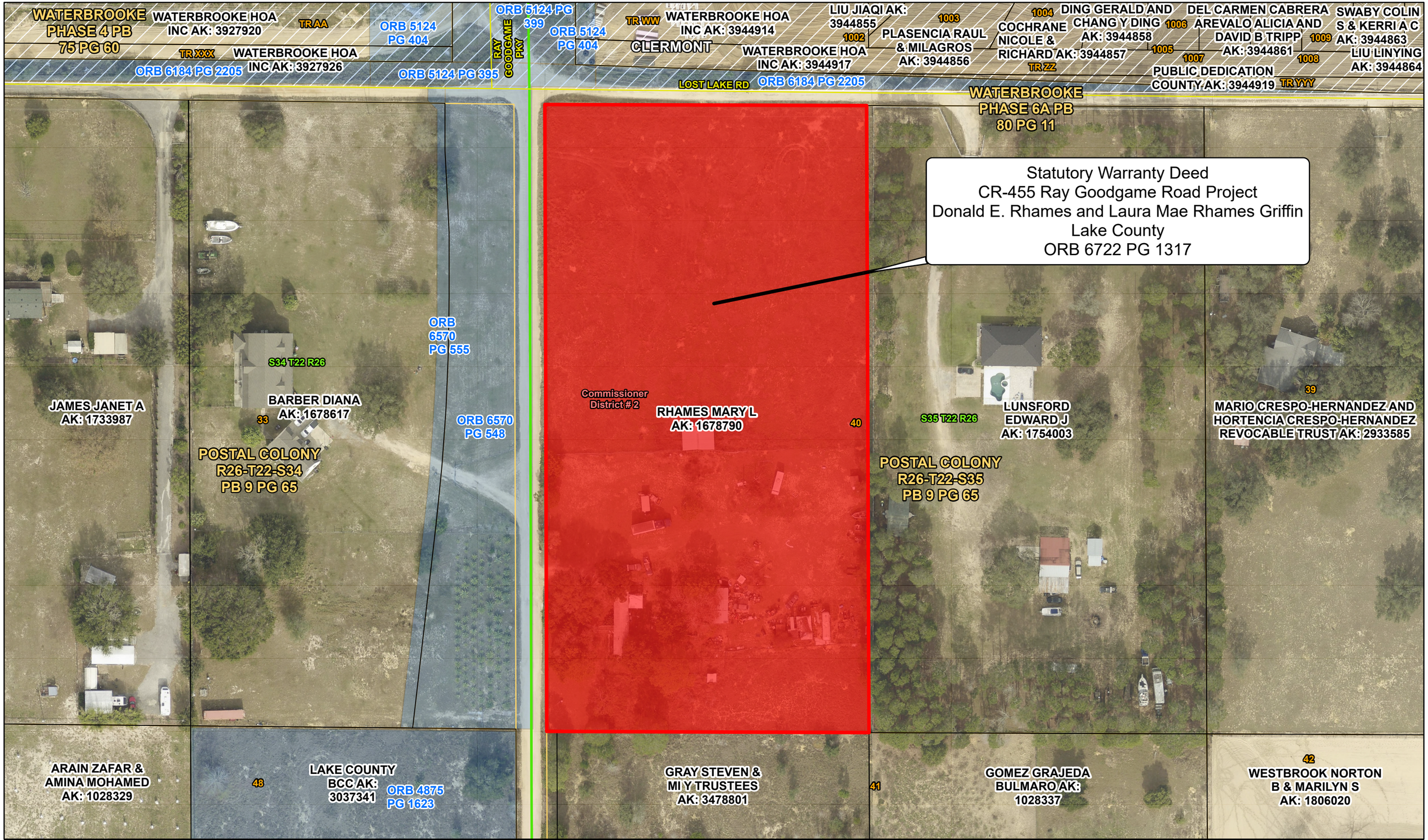
Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION
THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

CR-455 Ray Goodgame Extension - Rhames Dedication Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
35	22	26

Prepared by: EJW Date: 05/22/2026

Scale: Not to Scale

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LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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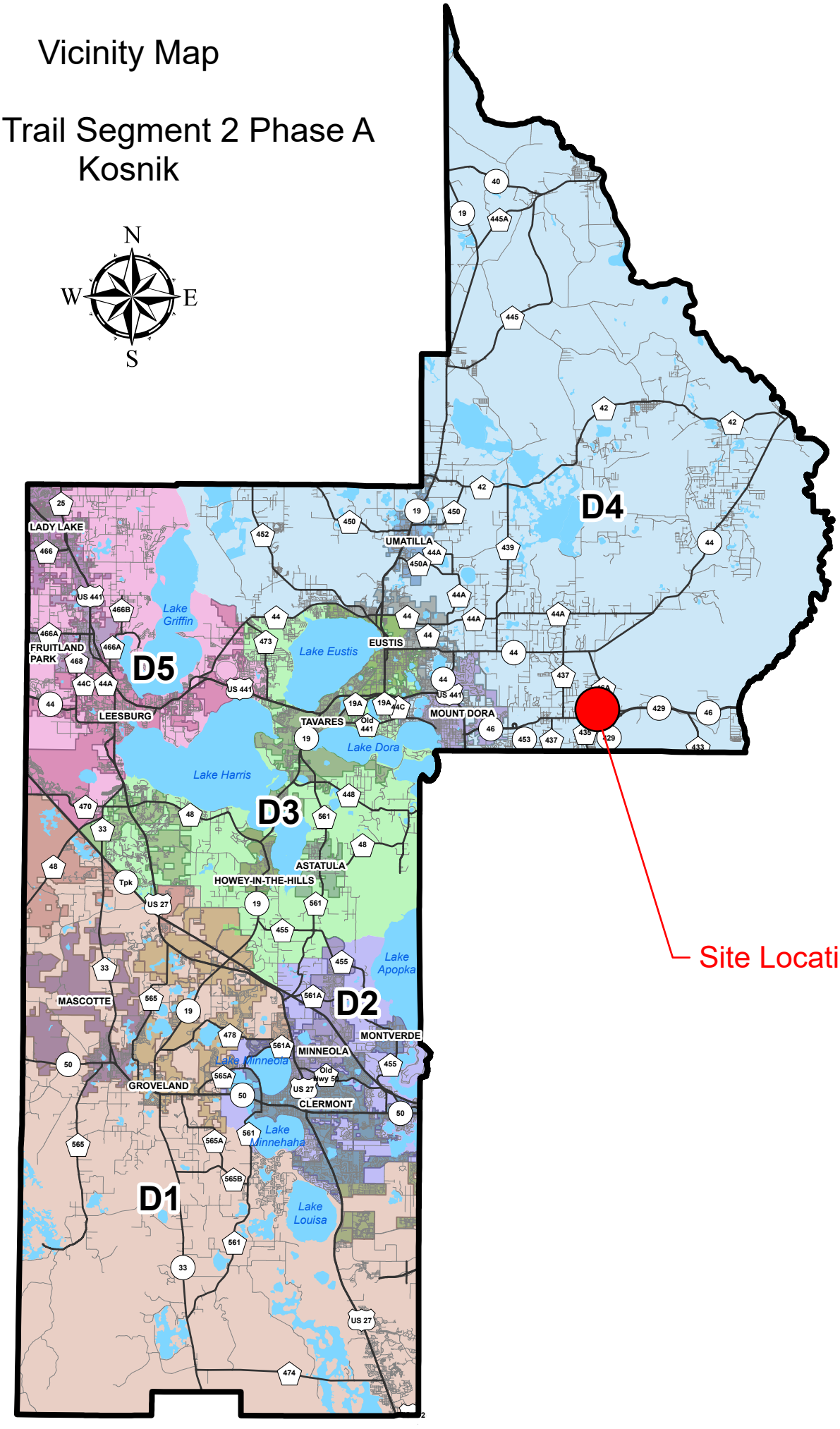
CR-455 Ray Goodgame Extension - Rhames Dedication Map

(2022 Aerial)

Vicinity Map

Wekiva Trail Segment 2 Phase A
Kosnik



Statutory Warranty Deed
Wekiva Trail Segment 2 Phase A
William and Maria Kosnik
Trail Project
ORB 6737 PG 697

Quit Claim Deed
Wekiva Trail Segment 2 Phase A
William and Maria Kosnik
Trail Project
ORB 6737 PG 705

Quit Claim Deed
Wekiva Trail Segment 2 Phase A
William and Maria Kosnik
Trail Project
ORB 6737 PG 701

AK: 2612444

Commissioner District #4

SECTION	TOWNSHIP	RANGE
29	19	28

Prepared by: EJW Date: 05/22/2026

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION
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Wekiva Trail Segment 2 Phase A
Kosnik
Dedication Map Small Scale

(2022 Aerial)

LAKE COUNTY BCC AK: 1802709

ORB 6535 PG 2492

ORB 3758 PG 2491

S20 T19 R28

BDE DEVELOPMENT LLC AK: 3864471

LAKE COUNTY BCC AK: 3949360

ORB 3755 PG 2475

214

CONRAD HOLDING TRUST AK: 3887459

CAMINO CT

STERLING RUDOLPH & JOANNE AK: 3887458

215

HUTHER DANIEL L & KELLI R AK: 3887460

216

Quit Claim Deed
Wekiva Trail Segment 2 Phase A
William and Maria Kosnik
Trail Project
ORB 6737 PG 701

ORB 6111 PG 1496

KOSNIK WILLIAM & MARIA AK: 2612444

Statutory Warranty Deed
Wekiva Trail Segment 2 Phase A
William and Maria Kosnik
Trail Project
ORB 6737 PG 697

ORB 3765 PG 2404

ELIMWOOD ORLANDO GOLF RESORT LLC AK: 1597935

ORB 1147 PG 1009

CITY OF EUSTIS AK: 3838116

Commissioner District # 4

S29 T19 R28

HENDRICKS DEAN AK: 1597854

CHOWRIMOOTOO ISAAC & BIBI LIFE ESTATE AK: 3438612

KRULL JAMES C AK: 1597757

CITY OF EUSTIS AK: 3838112

HEATHROW COUNTRY ESTATE HOMES-PHASE 3 PB 65 PG 14

REDTAIL COMMUNITY ASSN INC AK: 3900950

HENSON JACK & OLIVIA AK: 3887461

TR I

TR C

217

REDTAIL COMMUNITY ASSN INC AK: 3900945

Quit Claim Deed
Wekiva Trail Segment 2 Phase A
William and Maria Kosnik
Trail Project
ORB 6737 PG 705

ORB 6711 PG 482

ORB 6111 PG 1496

ORB 1147 PG 1009

SWEETBRIAR RD

KRULL JAMES C AK: 1597731

TURAY CARLA J LIFE ESTATE AK: 3887462

218

CARRELL STEVEN & JESSICA AK: 3887463

219

ORB 6711 PG 478

RODGERS WILLIAM D AK: 3463587

BECERRA VALAQUEZ IGNACIO & ADILENE A GUTIERREZ AK: 3405790

LAKE COUNTY BCC AK: 3949361

NASH BRANDON C & KAYTLIN E HIGGINS AK: 1597901

ORB 6711 PG 482

ORB 4425 PG 53

LAKE COUNTY BCC AK: 2749270

RODGERS WILLIAM D AK: 3463587

ELIMWOOD ORLANDO GOLF RESORT LLC AK: 3902054

SECTION	TOWNSHIP	RANGE
29	19	28

Prepared by: EJW Date: 05/22/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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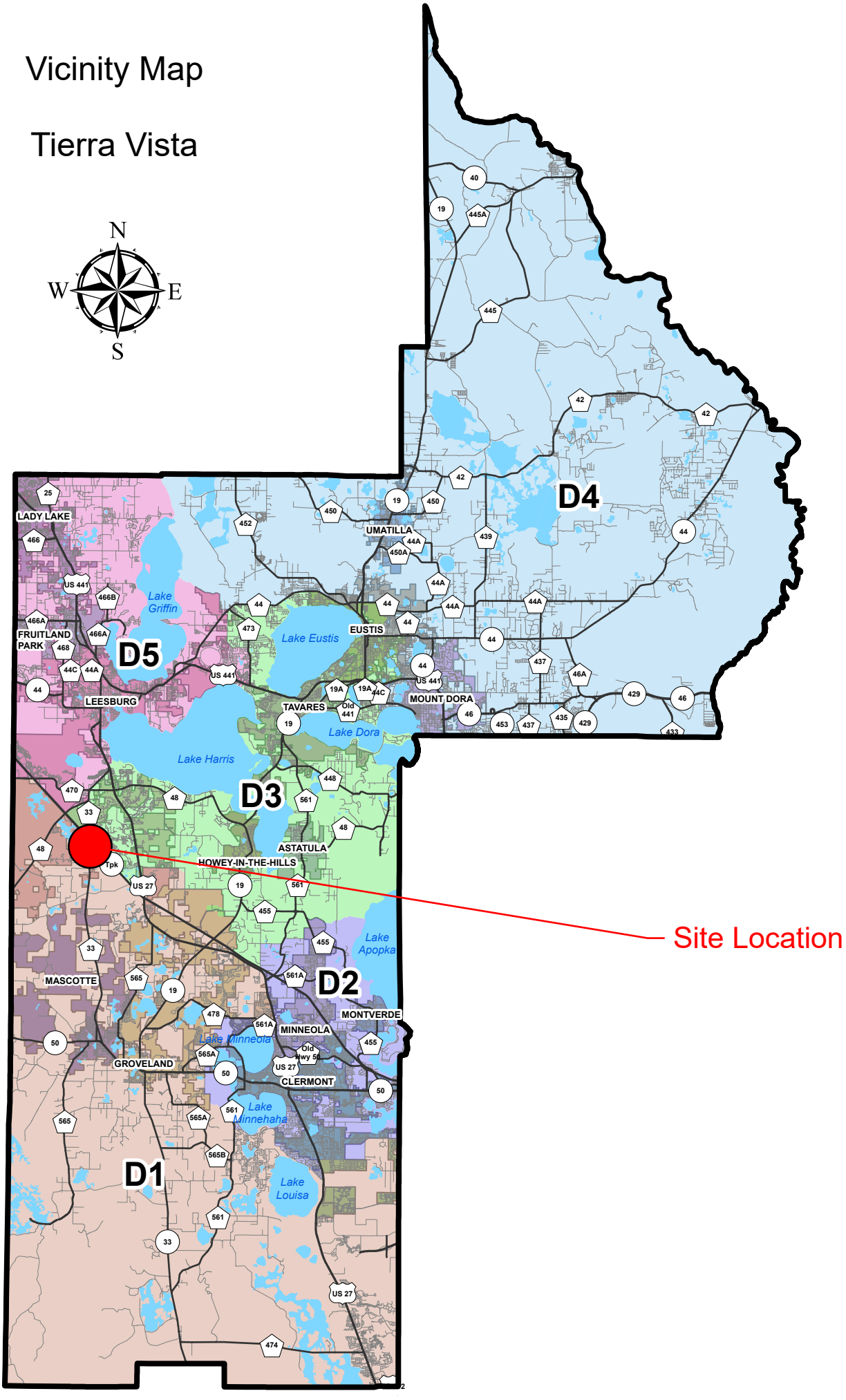
Wekiva Trail Segment 2 Phase A
Kosnik
Dedication Map

(2022 Aerial)

Vicinity Map

Tierra Vista



Statutory Warranty Deed
Development Review
TLC Tierra Vista LLC
City of Leesburg
ORB 6730 PG 1677

Permanent Grading, Trail, Utility, and Drainage Easement
Development Review
TLC Tierra Vista LLC
City of Leesburg
ORB 6730 PG 1684

AK: 1035422

AK: 1296633

Commissioner District # 1

LEESBURG

SECTION	TOWNSHIP	RANGE
27,34	20	24

Prepared by: EJW Date: 05/13/2026

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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Tierra Vista
Conveyance Map Small Scale

(2022 Aerial)

BOLIVAR BABETTE AK: 3848760

12

2

GRANDISON GARICK AK: 3848750

CLEARWATER RESERVE PHASE I PB 57 PG 89

Not for public record AK: 3848749

1

13

CHAUSSE ROBERT S & HEATHER R COLBURN- AK: 3848761

CLEAR WATER WAY

CLEARWATER RESERVE HOA INC AK: 3848809

S27 T20 R24

TLC TIERRA VISTA LLC AK: 1035422

Commissioner District # 3

TRA

FLORIDA TURNPIKE

FLORIDA TURNPIKE

HOPEBLOOM DR

Permanent Grading, Trail, Utility, and Drainage Easement
Development Review
TLC Tierra Vista LLC
City of Leesburg
ORB 6730 PG 1684

COLEMAN ALLAN & YONG H AK: 3779129

HERNANDEZ HERNANDEZ JOSE L & CHARITY J AK: 3779130

ORB 1394 PG 1114

GOODLANDS DR

VICKERY MICHA C LIFE ESTATE AK: 3779128

DONALD BRUCE SMITH TRUST AK: 1035457

Commissioner District # 1

CR 33

LEESBURG

TLC TIERRA VISTA LLC AK: 1296633

S34 T20 R24

WHITE CRESS CT

TLC BANNING RANCH LLC AK: 3246586

ORB 6347 PG 558

Statutory Warranty Deed
Development Review
TLC Tierra Vista LLC
City of Leesburg
ORB 6730 PG 1677

BROWN ARTIS JAMES SR AK: 3380606

LEESBURG 33 ASSOCIATES LLC AK: 3407431

ASHWOOD ST

ORB 1151 PG 448

ORB 1151 PG 448

RHODES ANTONIO AK: 3407440

SANKEY NEVILLE LIFE ESTATE AK: 1088216

MEERAHOO DINESH N AK: 1088232

MOHAMED KAMAL & URMILA AK: 3828590

CARRIGAN THOMAS P & TARA A AK: 3818479

ORB 6347 PG 562

ORB 6414 PG 1632

TLC WHITEMARSH LLC AK: 1775302

SECTION	TOWNSHIP	RANGE
27,34	20	24

PREPARED BY: EJW

DATE: 05/13/2026

N W E S

PRINT DATA

SCALE: NTS

PAPER SIZE (TO SCALE): 11 x 17

LAYOUT:

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY

FILE PATH:

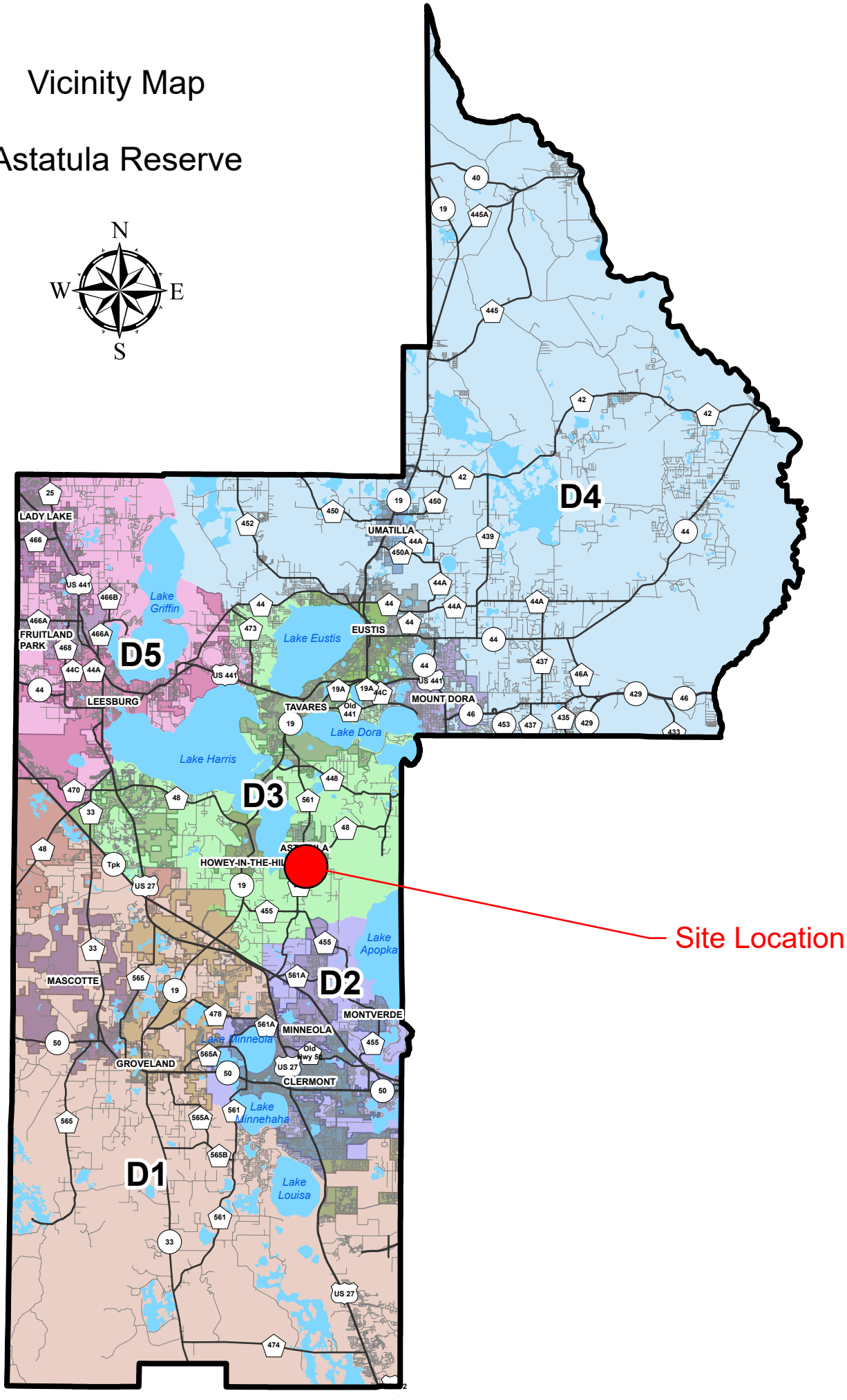
TITLE AND LEGEND

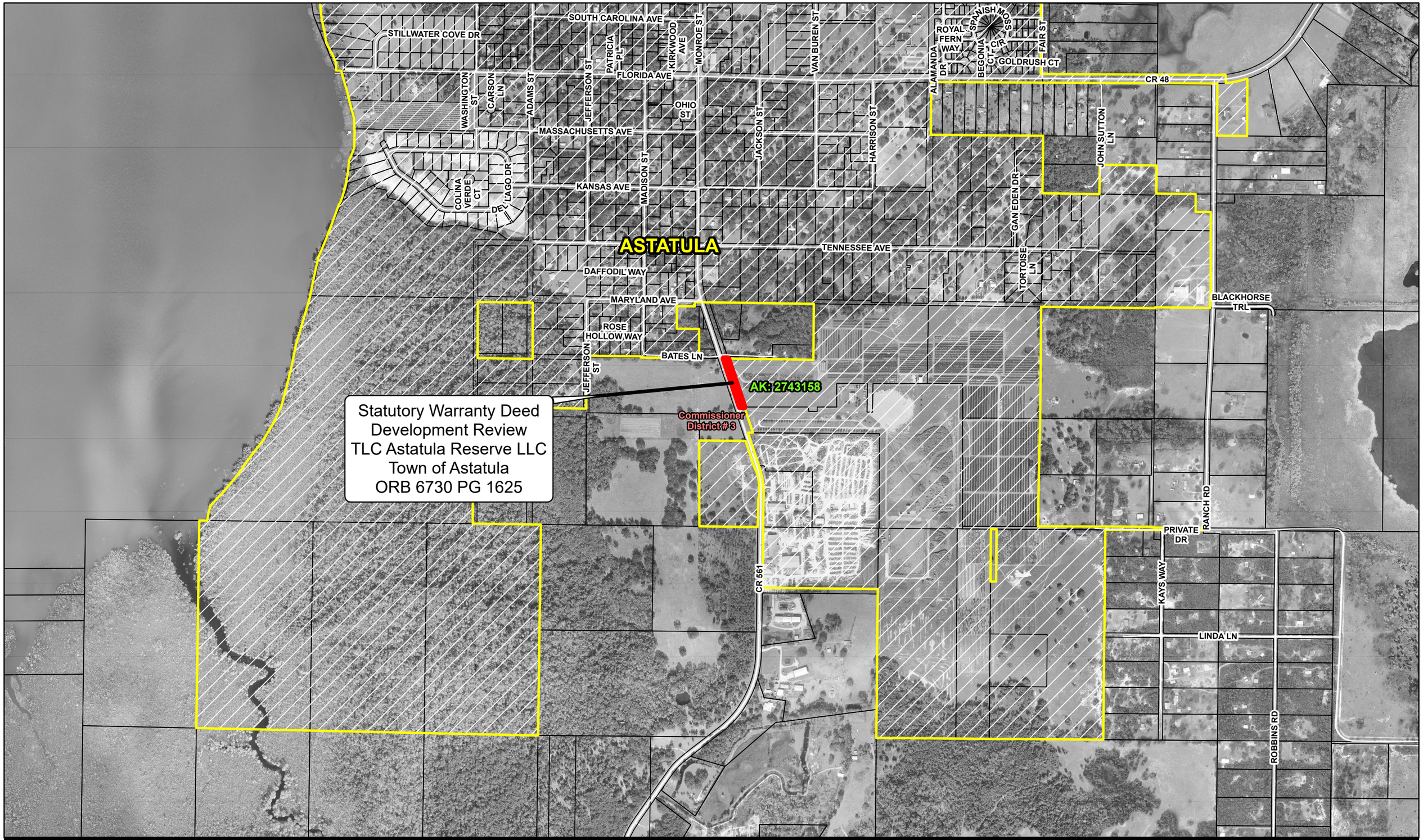
Tierra Vista Conveyance Map

(2022 Aerial)

Vicinity Map

Astatula Reserve





SECTION	TOWNSHIP	RANGE
32	20	26

Prepared by: EJW Date: 05/22/2026

N W E S

Scale: Not to Scale

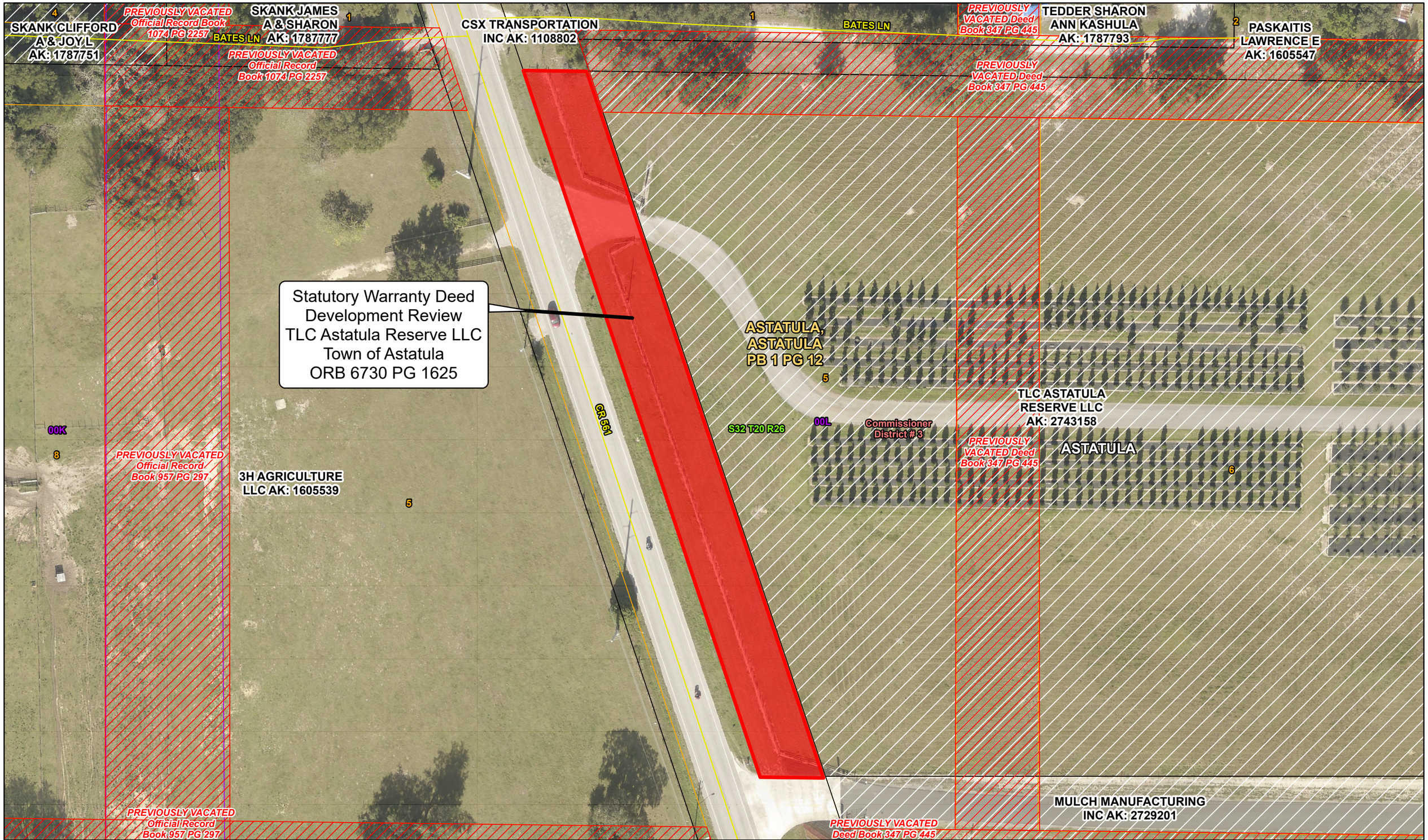
Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Astatula Reserve
Dedication Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
32	20	26

Prepared by: EJW Date: 05/22/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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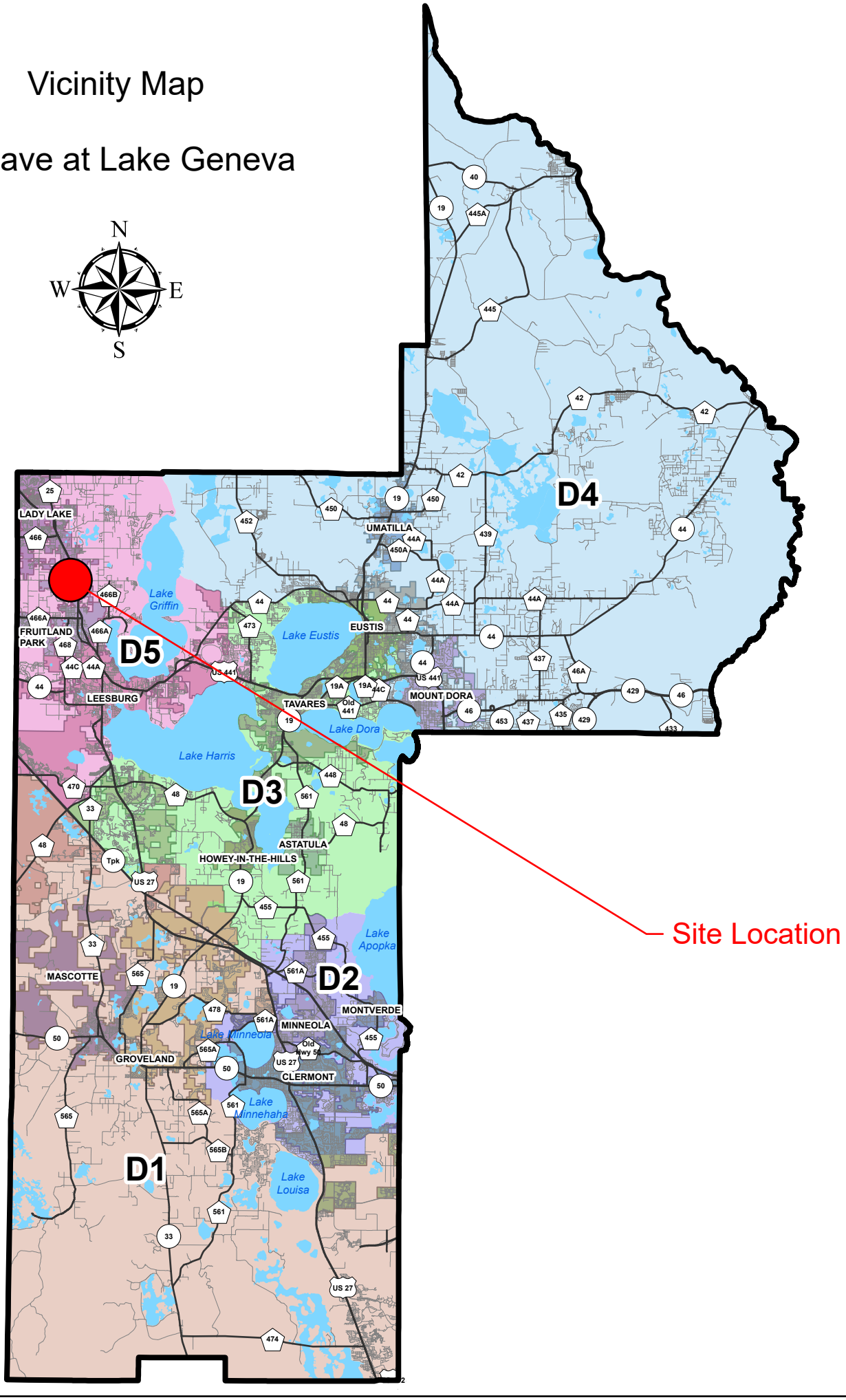
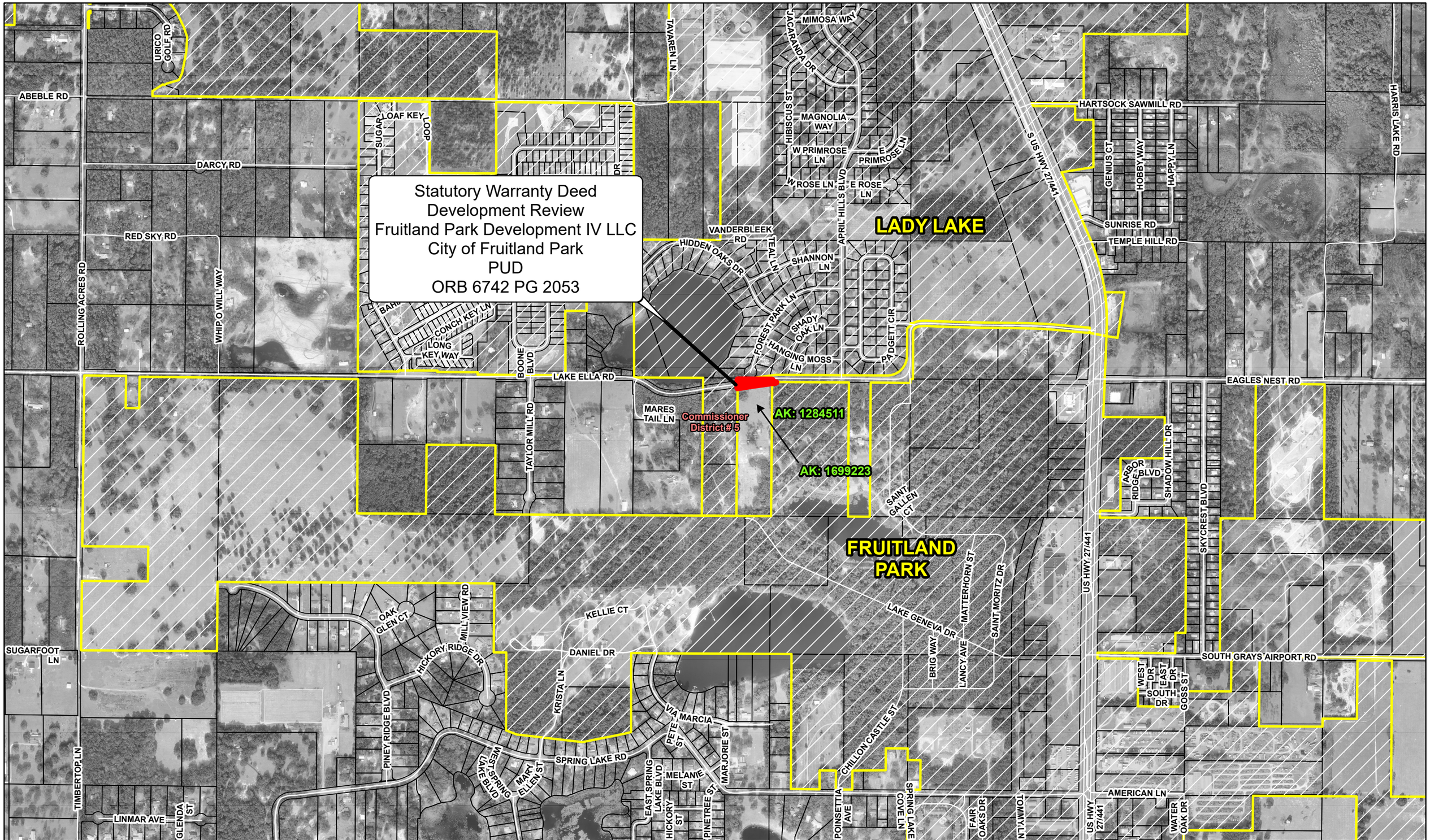
Astatula Reserve Dedication Map

(2022 Aerial)

Vicinity Map

Enclave at Lake Geneva





SECTION	TOWNSHIP	RANGE
33	18	24

Prepared by: EJW Date: 05/22/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Enclave at Lake Geneva
Dedication Map Small Scale

(2022 Aerial)

MILK MOOVERS LLC AK: 3620542

36

LEA CLIFTON T & SUZANNA M AK: 3620551

37

LADY LAKE

PREVIOUSLY VACATED
Official Record
Book 223 PG 733

FOREST PARK LN

HIDDEN OAKS SUB, LADY LAKE PB 30 PG 83

S28 T18 R24

38

GUERRERO JERRY A & MEGAN M AK: 3620569

39

VANCE HENRY H & CAROL R AK: 3620577

HIDDEN OAKS HOMEOWNERS ASSN OF LADY LAKE INC AK: 3620984

41

SPEEDMAN TERRY L AK: 3620593

PREVIOUSLY VACATED
Official Record
Book 223 PG 735

WRA

LAKE ELLA RD

ORB 1234 PG 1381

Commissioner District # 5

S33 T18 R24

FRUITLAND PARK DEVELOPMENT IV LLC AK: 1699223

GAMEZ ARTURO G JR AK: 1284520

FRUITLAND PARK

FRUITLAND PARK DEVELOPMENT IV LLC AK: 1284511

Statutory Warranty Deed
Development Review
Fruitland Park Development IV LLC
City of Fruitland Park
PUD
ORB 6742 PG 2053

SECTION	TOWNSHIP	RANGE
33	18	24

Prepared by: EJW Date: 05/22/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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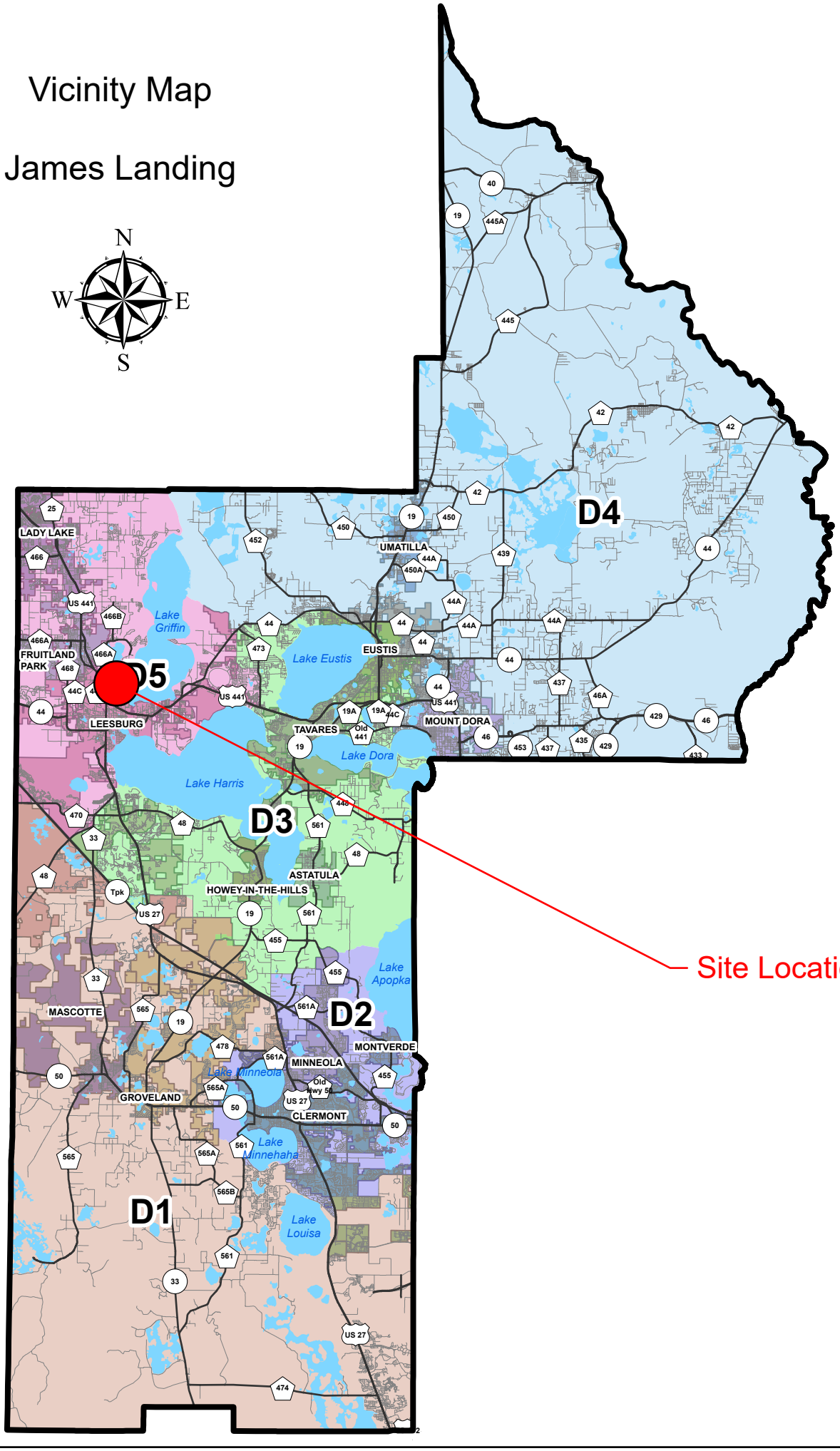
Enclave at Lake Geneva
Dedication Map

(2022 Aerial)

Vicinity Map

James Landing



Statutory Warranty Deed
Development Review
Core G James Landing, LLC
City of Leesburg
Single Family Residential
ORB 6744 PG 801

AK: 1289670

Commissioner District # 5

FRUITLAND

LEESBURG

SECTION	TOWNSHIP	RANGE
15	19	24

Prepared by: EJW Date: 05/27/2026

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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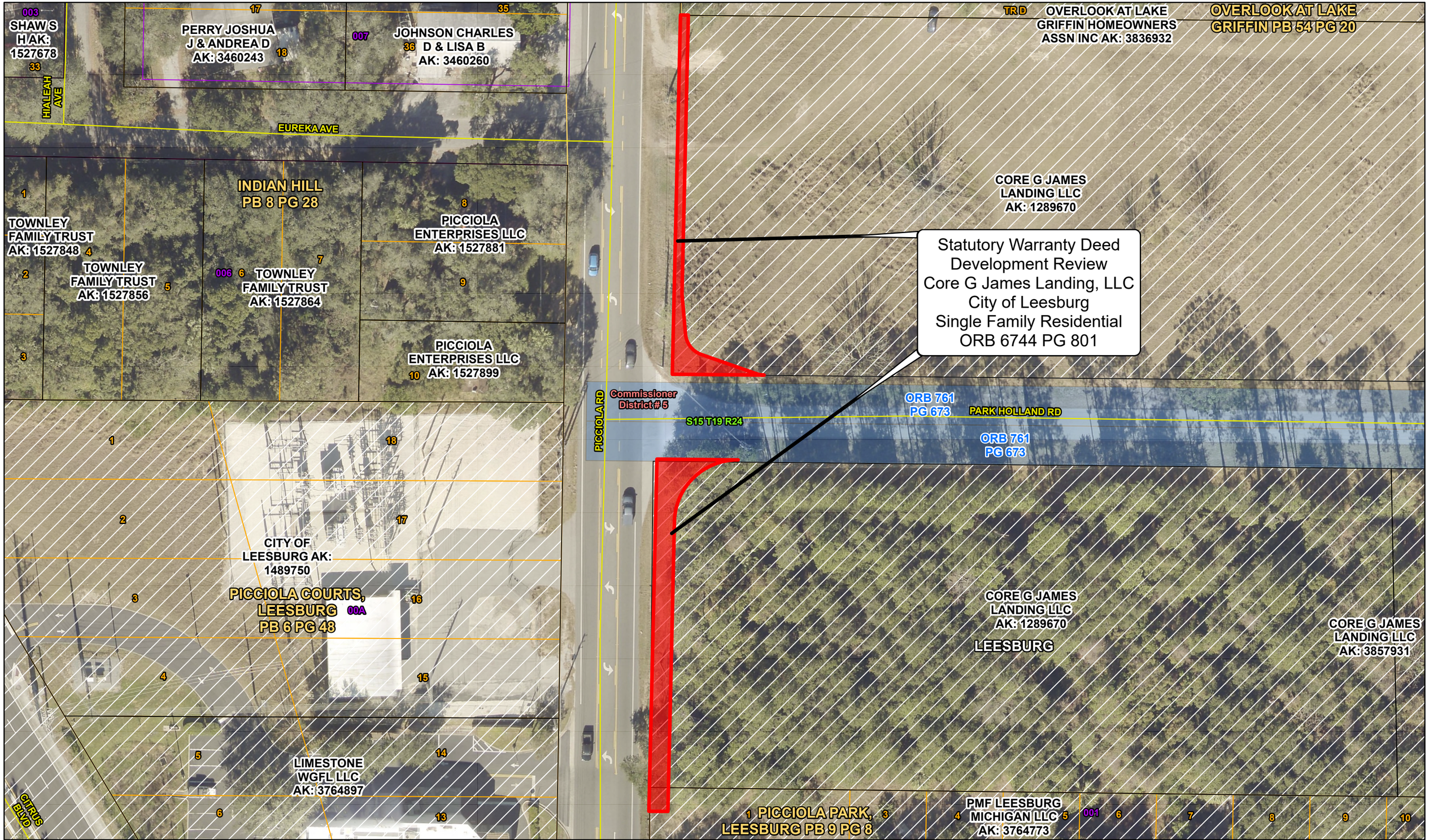
James Landing
Dedication Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
15	19	24

Prepared by: EJW Date: 05/27/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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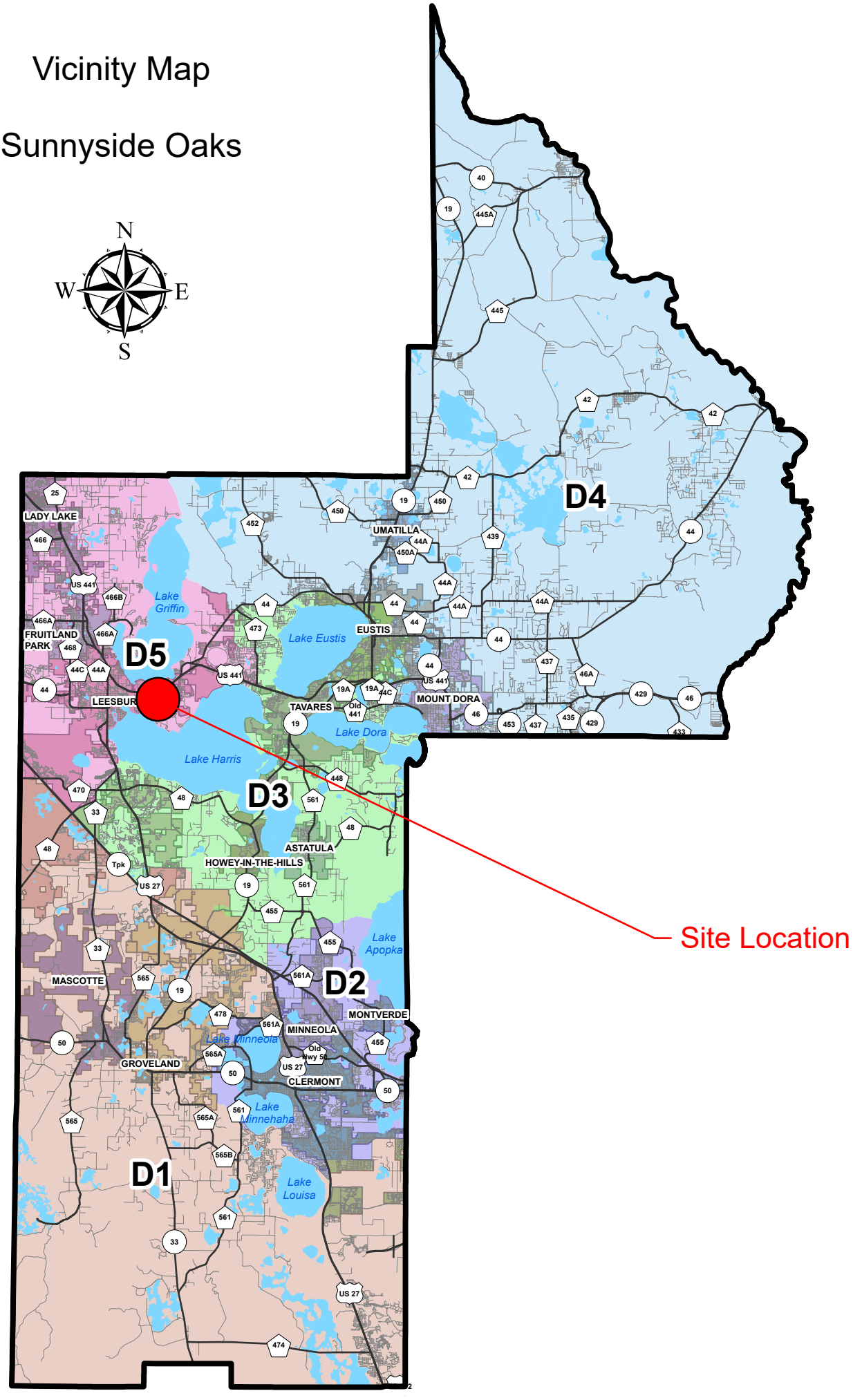
James Landing Dedication Map

(2022 Aerial)

Vicinity Map

Sunnyside Oaks



2856971
1207665
2802189
1301602

Commissioner District # 5

LEESBURG

Statutory Warranty Deed
Development Review
Core G Sunnyside, LLC
City of Leesburg
PUD
ORB 6744 PG 787

SECTION	TOWNSHIP	RANGE
30	19	25

Prepared by: EJW Date: 05/27/2026

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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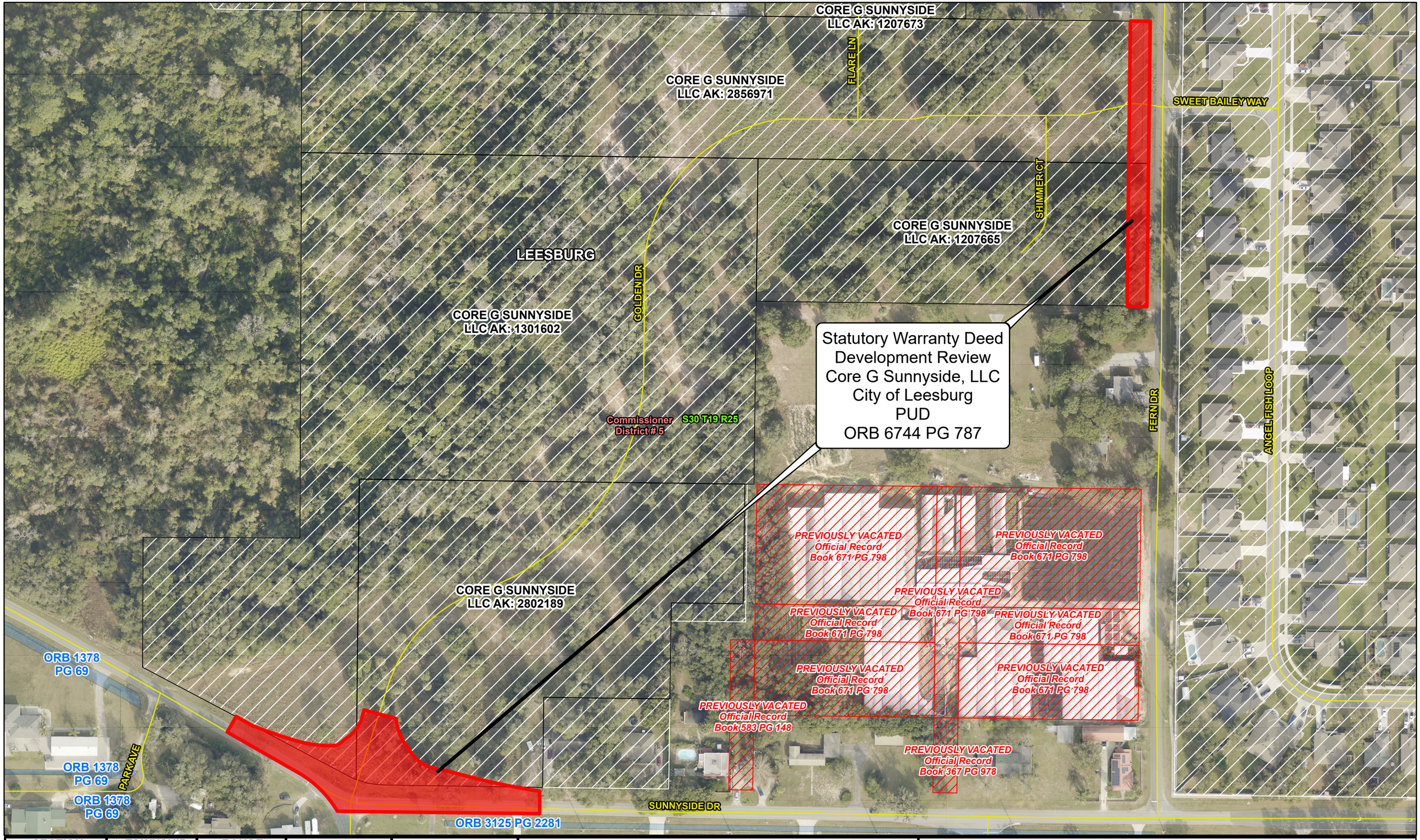
Sunnyside Oaks
Dedication Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
30	19	25

Prepared by: EJW Date: 05/27/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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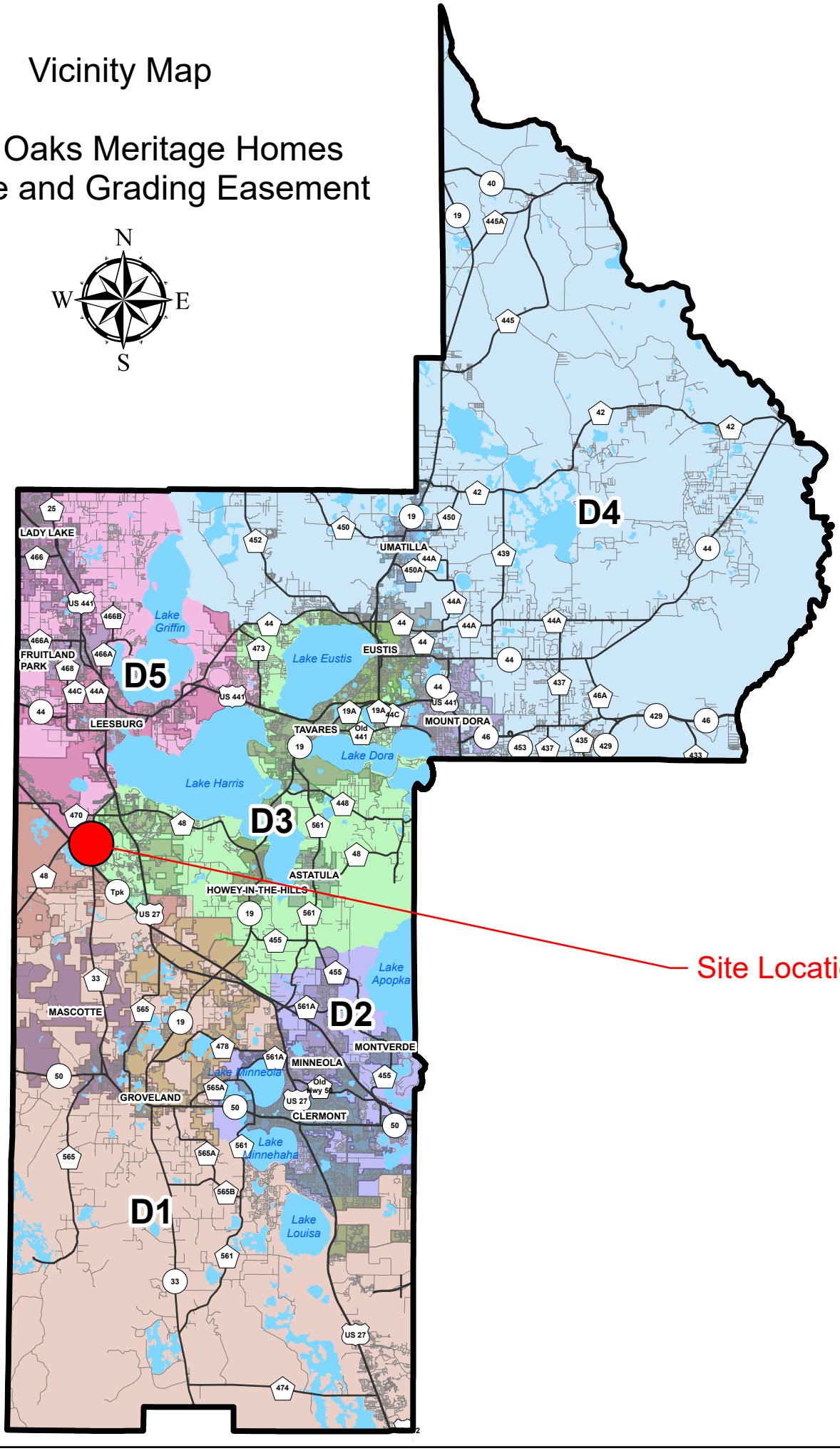
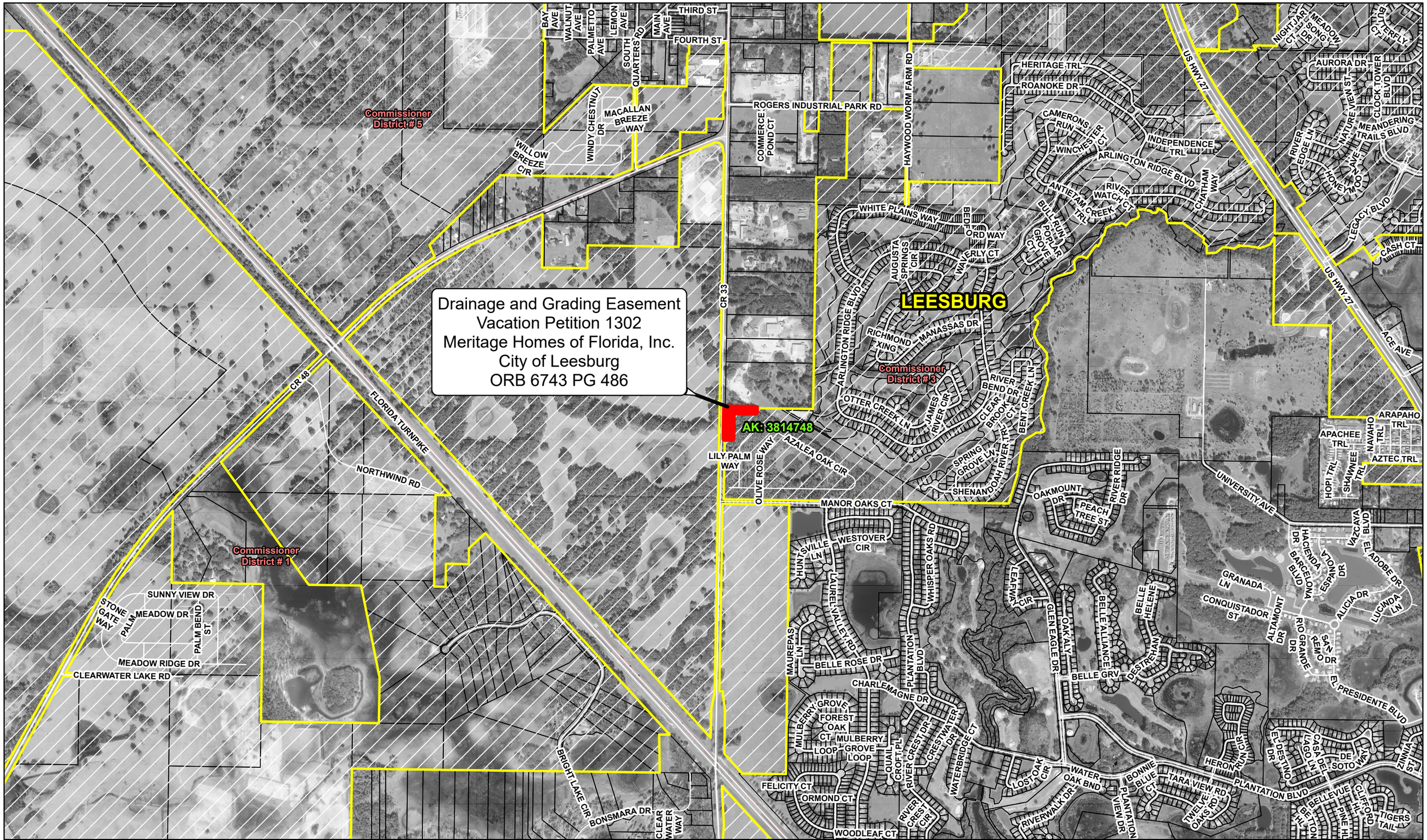
Sunnyside Oaks Dedication Map

(2022 Aerial)

Vicinity Map

Manor Oaks Meritage Homes
Drainage and Grading Easement





SECTION	TOWNSHIP	RANGE
22	20	24

Prepared by: EJW Date: 05/22/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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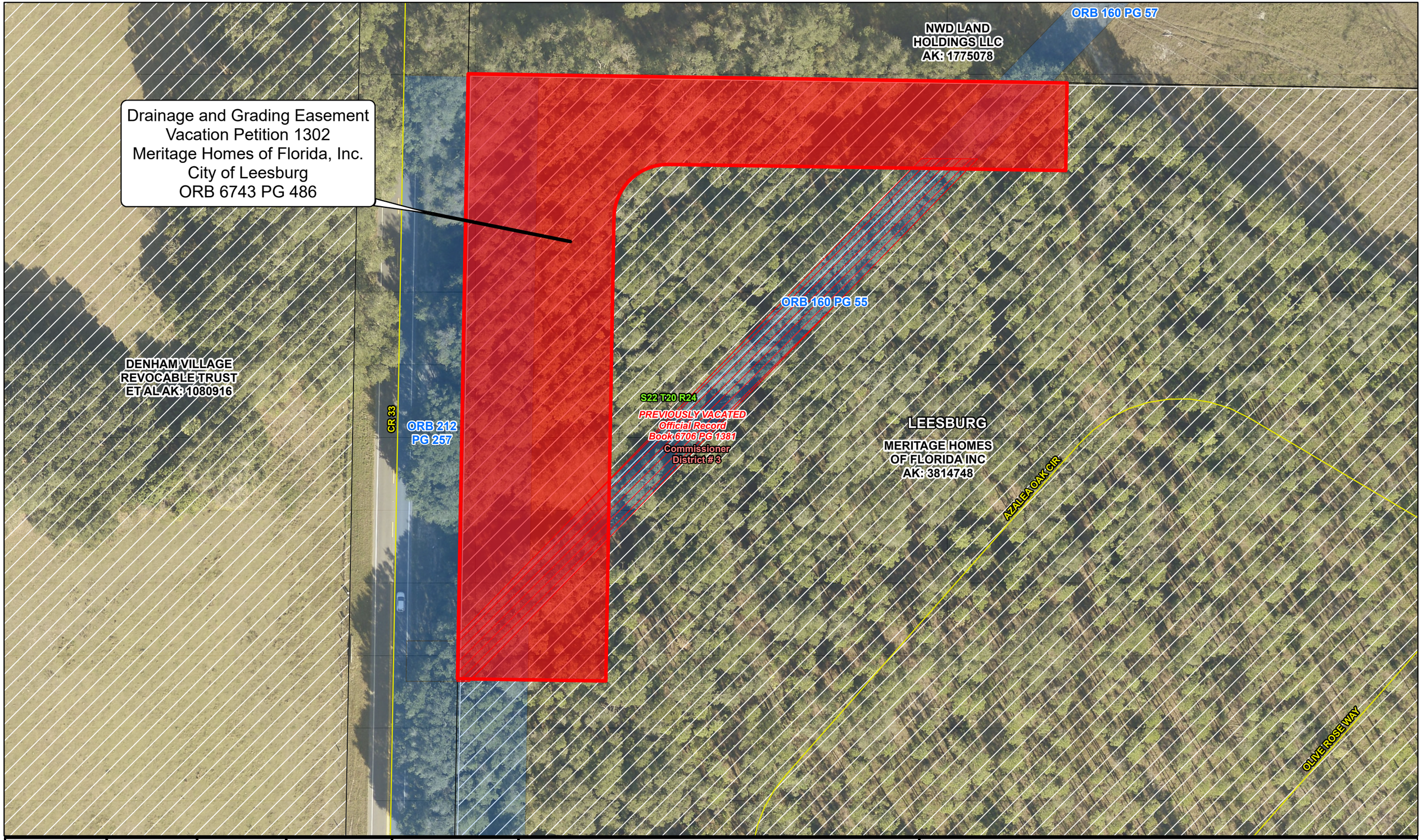
Manor Oaks Meritage Homes Drainage and Grading Easement Dedication Map Small Scale

(2022 Aerial)



SECTION	TOWNSHIP	RANGE
22	20	24

Prepared by: EJW Date: 05/22/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

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Manor Oaks Meritage Homes
Drainage and Grading Easement
Dedication Map

(2022 Aerial)

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

DATE: 05/13/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42974
BY: Melanie Brown, Office Associate IV
SUBJECT: Vista Hills Roadway Improvement and Impact Fee Agreement

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of a Roadway Improvement and Impact Fee Credit Agreement for the Vista Hills Segment of the Proposed Vista Ridge Drive between Lake County and Route 46 Properties.

The fiscal impact is estimated at $3,102,550 in Northeast District Transportation Impact Fee Credits. Commission District 4.

BACKGROUND SUMMARY: The Wolf Branch Innovation District Implementation Plan and adopted Comprehensive Plan policies state the success of the Wolf Branch Innovation District is subject to a number of factors, including the ability of residents, employees, and visitors to have ease of movement to and through the area. As a result, the Implementation Plan includes a recommended secondary roadway network designed to provide a robust level of movement for vehicular traffic. The City of Mount Dora and the County intergovernmental coordination efforts started in 2011 under Resolution No. 2011-132. An Alignment Study for Vista Ridge Drive was completed by the City in January 2021. Resolution No. 2021-135, approved December 2021, designated Vista Ridge Drive as a City Collector planned roadway.

The construction of an East-West connector roadway, called "Vista Ridge Drive," is a key component in the mobility and connectivity strategies as identified in the Implementation Plan. The proposed roadway segment will:
1. Serve as a parallel alternative roadway to SR 46;
2. Provide additional access to lands/projects north of SR 46 by connecting Niles Road and Round Lake Road;
3. Provide an opportunity for connecting local trails to the proposed Wekiva Trail;
4. Provide an alternative route for Wolf Branch Road traffic and an additional direct access to Wolf Branch Innovation District.

The developer is proposing the construction of 442 multifamily residential units and up to 55,000 square feet of neighborhood commercial uses.

The developer will construct the new Vista Hills Drive in three phases.
1. Sub-segment A (a/k/a the Three-Lane Segment) – which runs from the eastern edge of the Property westward to a point located halfway across the Property and which shall

be designed and constructed as part of Phase 1 of the Project in a manner that is substantially consistent with the Cross-Section.
2. Sub-segment B (a/k/a the Two-Lane Segment) – which runs from the western terminus of sub-segment A westward to a point in the northwestern corner of the Property, two lanes of which shall be constructed as part of Phase 1 of the Project, with a third lane, five-feet (5') wide sidewalk and twelve-feet (12') wide trail to be constructed during Phase 3 of the Project.
3. Sub-segment C – (a/k/a the Paving Segment) which runs from the western terminus of sub-segment B in the north-west corner of the Property northward a distance of approximately 700 linear feet to connect to the existing paved portion of Niles Road and which shall be paved during Phase 1 of the Project. The developer will receive Northeast District transportation impact fee credits equal to the actual construction costs, which are estimated at $3,102,550.

Fiscal Impact: $3,102,550.00 (NE Wekiva Transportation Benefit District Impact Fee credits)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
NE WEKIVA TRANSPORTATION BENEFIT DISTRICT	1149	5056699	324310		$3,102,550

Advertised Date: Paper:

Attachments:

1.	Vicinity Map Vista Ridge
2.	Vista Ridge Location Map
3.	Roadway Improvement and Impact Fee Credit Agreement_5.12.2026 - CC Signed 5-18-26

STAFF APPROVALS AND DATES:

Melanie Brown	Created/Initiated - 05/13/2026
Jeffrey Earhart	Approved - 05/13/2026
David Hill	Approved - 05/14/2026
Kerri Andrews	Approved - 05/14/2026
Roberto Bonilla	Approved - 06/02/2026
Rachel Bartolowits	Approved - 06/09/2026
Ron Falanga	Approved - 06/09/2026
Kandace Pourbaix	Approved - 06/09/2026
Miranda Lanoue	Approved - 06/09/2026
Jaime Stewart	Approved - 06/09/2026
Melanie Marsh	Approved - 06/12/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

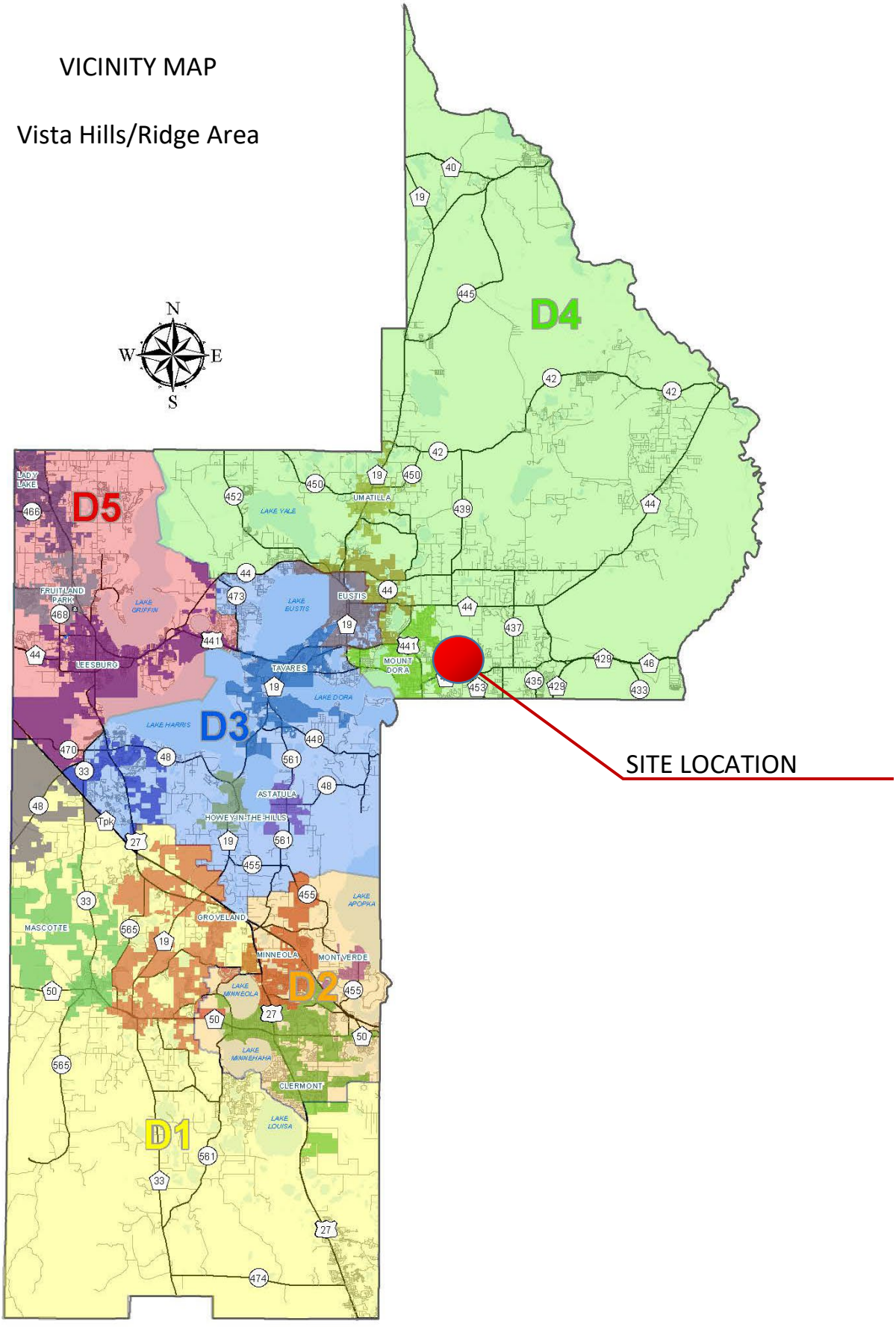
ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

VICINITY MAP

Vista Hills/Ridge Area



Vista Ridge Drive Proposed Alignment

Vista Ridge Drive Proposed Alignment Through the Property

ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT
FOR THE VISTA HILLS SEGMENT OF THE PROPOSED VISTA RIDGE DRIVE

THIS ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT ("**Agreement**") is entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, ("**County**"), and **ROUTE 46 PROPERTIES, LLC,** a Florida Limited Liability Company with a principal address of 1321 Tappie Toorie Circle, Lake Mary, Florida 32746 ("**Developer**"), together the "Parties."

WITNESSETH:

WHEREAS, Developer owns approximately 33.83 ± acres of real property as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein ("**Property**"); and

WHEREAS, the Property lies north of SR 46, east of Niles Road, west of Round Lake Road and within the city limits of the City of Mount Dora, Florida (the "**City**") and adjacent to the Wolf Branch Innovation District ("**WBID**"); and

WHEREAS, the WBID is an emerging area in the County and more specifically the City, with specialized development standards designed to accommodate a mix of land uses; and

WHEREAS, the City and County have determined that success of the WBID is, in part, dependent on the development of a plan for a collector roadway network to allow ease of movement for the travelling public; and

WHEREAS, the City and County's roadway plan for the WBID includes the construction of a State Road 46 frontage road ("**Vista Ridge Drive**") as generally depicted on **Exhibit B-1** attached hereto and incorporated by reference herein ("**Vista Ridge Drive Improvement Proposed Alignment**"), a portion of which alignment traverses the Property and is generally depicted on **Exhibit B-2** attached hereto and incorporated by reference herein; and

WHEREAS, on April 23, 2024, the City and County, acknowledging that it was in the best interest of both the City and County and essential to the health, safety and welfare of the public, entered into that certain Interlocal Agreement Between Lake County, Florida and City of Mount Dora, Florida Regarding Vista Ridge Drive ("**Interlocal Agreement**"); and

WHEREAS, the Interlocal Agreement provides, in part, that the City shall require developers within the City whose projects are on property touched by the Vista Ridge Drive Improvement Proposed Alignment to donate land for, and/or construct the portions of Vista Ridge Drive which fall upon projects or property, with such donations and/or construction to be accomplished in accordance with design standards and other requirements set forth in the Interlocal Agreement; and

WHEREAS, the Interlocal Agreement further provides that City and County have adopted Vista Ridge Drive as an Urban Collector Road and that the County acknowledges that Urban Collector Roads are eligible for Traffic Impact Fee Credits; and

WHEREAS, Developer intends to develop the Property with up to 442 multi-family residential units and up to 55,000 square feet of neighborhood commercial uses as generally depicted in that certain Vista Hills Final PUD Master Plan approved by the City Council on March 19, 2024, and incorporated by reference into City Ordinance No. 2024-05 ("**Vista Hills Project**"); and

WHEREAS, concurrent with development of the Project, Developer has agreed to design, engineer, permit, construct and convey to the City that portion of Vista Ridge Drive that crosses the Property ("**Vista Hills Segment**"), all as more specifically set forth in that certain Developer Agreement relating to the Vista Hills Project entered into by and between Developer and City and recorded on January 14, 2025 as Instrument # 2025005068 in the Public Records of Lake County, Florida ("**Developer Agreement**"); and

WHEREAS, among other things, the Developer Agreement requires Developer to cause to be prepared the design, engineering and constructions plans and specifications for the Vista Hills Segment which meet City standards and requirements ("**Plans and Specifications**") and thereafter distributed to City and County for review and comment and approval by the City; and

WHEREAS, the Plans and Specifications shall include a three-lane road segment from the Property's east property line to approximately the center of the Property ("**Three-Lane Segment**") which shall be comprised of two (2) travel lanes, one (1) continuous turn lane, a twelve-feet (12') wide trail and a five-feet (5') sidewalk, all as generally depicted on **Exhibit C** attached hereto and incorporated herein ("**Cross Section**"); and

WHEREAS, the Plans and Specifications shall also include a twenty-four foot (24') wide road segment commencing at the western terminus of the Three-Lane Segment and extending approximately one thousand two hundred (1,200) linear feet to the western property line of the Property ("**Two-Lane Segment**") which shall be comprised of two travel lanes (with additional right-of-way for a future third lane, a trail and a sidewalk); and

WHEREAS, the Plans and Specifications shall also provide for paving an unpaved strip of the existing Niles Road right-of-way which is located north of the western edge of the Property and which is approximately seven hundred (700) feet long and approximately twenty-four (24) feet wide ("**Paving Segment**"), said Paving Segment to simply be 24' wide roadway with no trail or sidewalk being provided by Developer; and

WHEREAS, once the Plans and Specifications have been approved by the City, Developer shall, in accordance with the terms and conditions set forth in the Developer Agreement, and at no cost to the County or City, dedicate or convey the necessary right-of-way and cause the Three-Lane Segment and the Two-Lane Segment to be constructed, and, subject to the City providing the additional right-of-way required, the Paving Segment to be paved, as part of Phase 1 of the Project (such improvements being hereafter collectively referred to as the "**Phase 1 Road Improvements**"); and

WHEREAS, Developer has also agreed, subject to the terms and conditions set forth in the Developer Agreement, to cause a third lane, a five feet (5') wide sidewalk and a twelve feet

(12') wide trail to be added to the Two-Lane Segment as part of the development of Phase 3 of the Project ("**Phase 3 Road Improvements**") with such Phase 3 Road Improvements being generally consistent with the Cross Section (the Phase 1 Road Improvements and the Phase 3 Road Improvements are hereafter collectively referred to as the "**Roadway Improvements**"), and the limits of the Roadway Improvements are depicted on **Exhibit B-2**; and

WHEREAS, subject to the terms and conditions set forth within the Developer Agreement, Developer has further agreed, at no cost to the County or City, to design, engineer, permit and construct, prior to or contemporaneously with construction of the Roadway Improvements, a stormwater management system (the "**Roadway SWMS**") which shall collect stormwater from the Roadway Improvements and convey such stormwater to a pond which Developer shall construct on certain property formerly owned by the Florida Department of Transportation but now owned by the City (the "**FDOT Parcels**"), such pond to be generally located as depicted as "Pond 1" on the Vista Ridge Master Plan attached hereto as **Exhibit D** and incorporated by this reference (the "**Roadway Stormwater Pond**"); and

WHEREAS, the Roadway Stormwater Pond shall comply with all applicable permit requirements and shall be designed and constructed by Developer to accommodate, at a minimum, the stormwater runoff generated by the Roadway Improvements, but may also, subject to the City and Developer entering into a separate joint use pond agreement, be sized to accommodate a portion of the stormwater runoff generated by the Project; and

WHEREAS, subject to the terms and conditions set forth within the Developer Agreement, Developer shall also design, engineer, permit and construct, at Developer's sole expense, a stormwater management system ("**Project SWMS**") to collect, convey and detain stormwater runoff from the Project with applicable permit requirements and which shall be owned and maintained by a Property Owners Association to be created by Developer and subject to review and approval by the City (the "**POA**"); and

WHEREAS, Developer has further agreed that, upon completion, the Roadway SWMS shall be conveyed to the City and the Project SWMS may be conveyed to the POA; and

WHEREAS, subject to execution of an appropriate agreement between City and Developer, Developer may utilize some or all of the City's property located to the west of the Property and commonly referred to as the FDOT Parcels for the purposes of providing: (i) additional right-of-way necessary to pave Niles Road per the Road Improvements obligations; (ii) additional space for stormwater ponds; and (iii) construction of a neighborhood park, recreation trails and/or other recreational amenities as may be agreed by Developer and City; and

WHEREAS, Section 22-39, Lake County Code, provides that in lieu of paying all or a part of the transportation impact fees required for a given development, a developer may construct a road improvement project and be given credit against the transportation impact fees otherwise due, with the amount of the credit being based upon the actual cost of the road improvement project including, but not necessarily limited to, the costs to design, engineer, permit and construct such improvements as well as the attendant stormwater system necessary to address runoff from such road improvement project ("**Transportation Impact Fee Credits**"); and

WHEREAS, Transportation Impact Fee Credits may be given for "**Non-Site-Related Improvements**," as defined in Section 22-4, Lake County Code; and

WHEREAS, the County and Developer agree that Developer's satisfaction of its obligation to design, engineer, permit, construct and convey the Vista Hills Segment and attendant Roadway SWMS to the City shall be accomplished at no cost to the City or County but, instead, in exchange for Transportation Impact Fee Credits to be awarded by the County as provided herein (with the proviso that no Transportation Impact Fee Credits shall be provided for the donation of required right-of-way or easements and the further proviso that no Transportation Impact Fee Credits shall be provided for the design, engineering, permitting, construction and maintenance of the Project SWMS); and

WHEREAS, Niles Road is located in the southeast corner of the Northeast/Wekiva Benefit District, less than one mile from the eastern boundary of the North Central Benefit District; and

WHEREAS, on September 13, 2011, the Lake County Board of County Commissioners' ("**BCC**") executed Resolution No. 2011-132, a joint resolution by Lake County and the City of Mount Dora regarding creation of what would ultimately become the Wolf Branch Innovation District (the "**Joint Resolution**"); and

WHEREAS, the Joint Resolution noted that the County and City "desire to collaborate in an effort to promote the creation of primary sector jobs and career opportunities for the residents of Lake County through joint planning and infrastructure development for certain property designated on the City's Comprehensive Plan as 'Employment Center' and on Lake County's proposed 2030 Comprehensive Plan as 'Regional Office;'" and

WHEREAS, the Joint Resolution adopted by the BCC further states that, "Lake County and the City acknowledge that the conceptual design, provision of infrastructure, and efforts to market the Subject Property will require a high level of cooperation and coordination with private property owners and the community, and will ultimately result in job creation, career opportunities, a significantly enhanced and diversified tax base and an improved quality of life for all residents of Lake County;" and

WHEREAS, the extension of Niles Road, (a/k/a Vista Ridge Drive), will provide an alternative to State Road 46 and further connect the City of Mount Dora, which is a significant population center located within the North Central Impact Fee Benefit District, to the WBID employment center located in the Wekiva/Northeast Impact Fee Benefit District; and

WHEREAS, the County Manager's Agenda Item Cover Sheet presented with the Interlocal Agreement at the BCC April 23, 2024 meeting, noted that,"[t]he Wolf Branch Innovation District Implementation Plan and adopted Comprehensive Plan policies state the success of the Wolf Branch Innovation District is subject to a number of factors, including the ability of residents, employees and visitors to have ease of movement through the area (and) [a]s a result, the Implementation Plan includes a recommended secondary roadway network designed to provide a robust level of movement for vehicular traffic;" and

WHEREAS, said Agenda Item Cover Sheet further stated that, "[t]he construction of an East-West connector roadway, called 'Vista Ridge Drive,' (a/k/a the Niles Road Extension) is a key component in the mobility and connectivity strategies as identified in the Implementation Plan (as) [t]he proposed roadway segment will: 1) Serve as a parallel alternative roadway to SR 46; 2) Provide additional success to lands/projects north of SR 46 by connecting Niles Road and Round Lake Road; 3) Provide an opportunity for connecting local trails to the proposed Wekiva Trail; and 4) Provide an alternative route for Wolf Branch Road traffic and additional direct access to Wolf Branch Innovation District;" and

WHEREAS, the Interlocal Agreement provides, among other things, that, "the City and County have determined that success of the (Wolf Branch Innovation District) is, in part, dependent on the development of a plan for a collector roadway network to allow ease of movement for the traveling public," and that "the City's and County's roadway plan for the WBID includes the construction of Vista Ridge Drive (a/k/a the Niles Road Extension)."

NOW, THEREFORE, the County and the Developer hereby agree as follows:

SECTION 1. **Legal Findings.** The foregoing recitals are hereby adopted as legislative findings of the Lake County Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon the adoption hereof.

SECTION 2. **Effective Date; Definitions**.

(a) This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto ("**Effective Date**").

(b) The following terms shall have the following meanings when used in this Agreement:

"**Approval**," with respect to the Initial Design and DE&P, shall mean written confirmation of acceptance by the City of the applicable plans without further comment

"**Collector Road**," shall mean a Collector Road as defined in Chapter II, Lake County Land Development Regulations ("**LDR**s").

"**Completion**," shall mean final acceptance of the Roadway Improvements and the attendant Roadway SWMS, or sub-segments thereof, as applicable, by the City and notice thereof to the County.

"**DE&P**" and "**Final Plans**" shall mean the final Plans and Specifications for the Vista Hills Segment or a particular sub-segment of same along with the Roadway SWMS or attendant sub-segment, as the case may be.

"**Initial Design**," shall mean the design, engineering and construction plans for the Vista Hills Segment or sub-segment(s) at 60% completion (+/- 60% plans), including cross sections,

plan view, including any transition grade details, plan profile, and identification of the necessary easements, sufficient to determine the utilities design, road drainage and grading design, and storm sewer and outfall locations, all as determined by the City for the Vista Hills Segment or sub-segment(s).

"**Qualified Bidder**," shall mean a contractor that is financially responsible, has experience constructing similar projects, and has an adequate bonding capacity for the value of the work.

"**ROW**" shall mean all of that right of way required under the Developer Agreement to be dedicated or conveyed to the City.

SECTION 3. **Vista Hills Segment**. The Vista Hills Segment is comprised of three (3) road sub-segments as shown in the Vista Hills Final PUD Master Plan as follows:

(i) **Sub-segment A** (a/k/a the Three-Lane Segment) – which runs from the eastern edge of the Property westward to a point located halfway across the Property and which shall be designed and constructed as part of Phase 1 of the Project in a manner that is substantially consistent with the Cross Section.

(ii) **Sub-segment B** (a/k/a the Two-Lane Segment) – which runs from the western terminus of sub-segment A westward to a point in the northwestern corner of the Property, two lanes of which shall be constructed as part of Phase 1 of the Project, with a third lane, five-feet (5') wide sidewalk and twelve-feet (12') wide trail to be constructed during Phase 3 of the Project.

(iii) **Sub-segment C** – (a/k/a the Paving Segment) which runs from the western terminus of sub-segment B in the northwest corner of the Property northward a distance of approximately 700 linear feet to connect to the existing paved portion of Niles Road and which shall be paved during Phase 1 of the Project.

SECTION 4. **Right of Way Dedication**. The Developer, and/or its successors and assigns, shall convey the ROW and related easements and the Roadway Improvements and the Roadway SWMS to the City in accordance with and pursuant to the terms and conditions of the Developer Agreement. The aforementioned conveyances shall be made at no cost to the County or City. No portion of the Roadway Improvements or Roadway SWMS shall be transferred, conveyed or dedicated to the County and County shall have absolutely no maintenance or other obligation related thereto except the award of Transportation Impact Fee Credits in accordance with the terms of this Agreement. The County acknowledges and agrees that the obligation for ROW dedication under the Developer Agreement will be assigned to, and assumed by, any subsequent purchaser of all or any portion of Property.

SECTION 5. **Plans and Construction**.

(a) Plans and Specifications. Developer, or its successors and assigns, shall provide the Plans and Specifications and any applicable St. Johns River Water Management District

("**SJRWMD**"), the Florida Fish and Wildlife Conservation Commission ("**FWC**"), the Florida Department of Environmental Protection ("**FDEP**") and FDOT permits required for the Roadway Improvements and Roadway SWMS. The County shall coordinate and cooperate with the City in reviewing the Plans and Specifications at 15% (line and grade plans with cross sections at critical locations), 30% (if required by the City), 60% (Initial Design), 90%, 100%, and final documents and plans for bidding (DE&P). The County will advise the City and Developer in writing of any changes to the Plans and Specifications desired by the County within thirty (30) days of the County's receipt of the Plans and Specifications for review. Any resubmittals of the Plans and Specifications as a result of changes required by the City at the County's request shall be reviewed and responded to by the Developer within twenty-one (21) days after such resubmittal to the City (with copies to the County) by Developer.

(b) Final Plans and Specifications. The Final Plans for the Roadway Improvements and for the Roadway SWMS shall be completed by Developer in substantial accordance with applicable City requirements and may be divided into the aforementioned sub-segments. All Plans and Specifications for construction of a particular sub-segment shall be diligently reviewed and approved by City in conjunction with the County as provided herein and notice of such City Approval will be provided in writing to the County prior to Developer contracting for construction. Once approved by the City, after consultation with the County Public Works Department, the Final Plans shall become a material part of this Agreement and shall be used by the Developer to obtain bids for the applicable sub-segment(s) of the Vista Hills Segment and for the purpose of obtaining all permits necessary for the construction of such sub-segment(s) improvements. It is understood that the Plans and Specifications and construction for the applicable sub-segment may be modified through the mutual agreement of Developer and the City through the permitting processes, and by change order as actual construction of the sub-segment progresses. To be effective and binding against the County for purposes of the award of Transportation Impact Fee Credits, however, any and all such change orders must be in writing and approved by the County Public Works Department. The County will add Transportation Impact Fee Credits for a cost increase and deduct Transportation Impact Fee Credits for a cost decrease if a change order is approved by the County and if the additions or deletions were for Non-Site-Related Improvements.

SECTION 6. Stormwater Improvements.

(a) Developer will be responsible for designing and constructing the Roadway Stormwater Pond which is expected to be located on one or more of the FDOT Parcels. Developer shall also be responsible for designing and constructing the related stormwater conveyance system necessary to collect and convey stormwater runoff from the Roadway Improvements to the Roadway Stormwater Pond. Subject to execution of a separate Joint Use Pond Agreement by Developer and City, the Roadway Stormwater Pond may be designed to accommodate runoff from the Roadway Improvements and stormwater runoff from the Project. The construction of the Roadway SWMS shall conform in all material respects to the approved Final Plans.

(b) In the event the Roadway Stormwater Pond or any other pond is designed or modified to be jointly used by Developer and City, such pond will, at a minimum, be designed and

constructed to adequately drain and retain the drainage from the relevant roadway sub-segment and be permitted with SJRWMD for this purpose.

(c) In the event any pond is designed to be jointly used to accommodate all or a portion of the Project's stormwater runoff and also to accommodate all or a portion of the Roadway Improvement's stormwater runoff, only that portion of the costs attributable to accommodating the Roadway Improvements (the "**Roadway Proportionate Share**") shall be eligible for Transportation Impact Fee Credits. The Roadway Proportionate Share of the cost of the construction of any jointly used pond shall be determined based on acreage, with the numerator equal to the total acreage of the road segment or segments that will use the joint use pond and the denominator equal to the total acreage of the Developer's PUD property plus the road segment Acreage that will use the joint use pond (road segment Acreage / (Sum of road segment acreage and Developer PUD Property acreage)). The Roadway Proportionate Share of the cost to construct a pond shall be provided as impact fee credits to the Developer. Developer or Developer's successors and assigns shall be solely responsible for the maintenance and repair expenses for any and all joint use ponds.

(d) Unless necessary for completion of the Roadway Improvements, no expenses incurred by Developer with respect to the modification or relocation of any pond shall be eligible for Transportation Impact Fee Credits.

(e) The County will have no obligation to maintain, or cause to be maintained, any portion of the ROW or Roadway SWMS. Developer, and not County, shall maintain, or cause to be maintained, any and all sections of the ROW, including seeding and mulching unimproved portions if deemed necessary by City in its reasonable discretion, to prevent erosion until such section or sections have been dedicated and conveyed by Developer to the City and accepted by City for ownership and maintenance. Notwithstanding anything else in this Agreement, Developer and County agree no Transportation Impact Fee Credits shall be awarded by County under this Agreement unless and until the Roadway Improvements, or applicable portion thereof, have been accepted by City for ownership and maintenance. The resolution of any dispute or deficiency required by City for the City's acceptance shall solely be Developer's responsibility and County shall have no obligation to assist with same, but may do so in its sole discretion and at no cost to County.

SECTION 7. **Permits, Environmental Survey, and Mitigation**. Developer, at Developer's expense, shall obtain an environmental survey and all required permits for the Vista Hills Segment as contemplated in the Developer Agreement, i.e., including roadway, sidewalks, trail, etc., subject to City approval and which may include permits from FDOT, SJRWMD, USACE, FDEP, gopher tortoise permit, sand skink permit, or other environmental permit, if necessary (collectively, the "**Environmental Permits**"). Developer shall be responsible for performing, at Developer's expense, all environmental mitigation related to construction and final grading of the Vista Hills Segment (or applicable sub-segment, as the case may be) pursuant to the terms of the Developer Agreement. Any funds expended by the Developer in connection with the Environmental Permits are eligible for Transportation Impact Fee Credits.

SECTION 8. Construction Bidding and Engineering.

(a) Project Bid. Developer shall use a competitive bidding process to obtain at least three (3) responsive bids for the construction of the Vista Hills Segment or sub-segment(s) thereof. Each bidder shall be a Responsible and Qualified Bidder. Developer shall submit to the County bid comparisons with all the submitted bids together with a recommendation. In the event the County determines that the bidding process is insufficient or that the proposed number of construction days to complete the Vista Hills Segment or sub-segment(s) is not reasonable, the County may require the Developer to reject all bids and re-bid the Vista Hills Segment or sub-segment(s) as applicable. Upon receipt of all required documentation, the County shall have 21 days to dispute or approve Developer's recommendation. If the County does not notify Developer of a response to the recommendation within such 21-day period, then the recommendation shall be deemed approved, and Developer shall enter into a construction contract with the selected contractor. If the County disputes Developer's recommendation, then Developer shall only be eligible for Transportation Impact Fee Credits in the amount of the lowest of the bids submitted to the County, plus any approved change orders in accordance with the terms of this Agreement. Upon execution of a final construction contract ("**Construction Contract**") by Developer, a copy of the Construction Contract shall be provided to the County Public Works Department as the basis for determining actual Transportation Impact Fee Credits to Developer.

(b) Pre-Construction. Prior to or upon commencement of construction and after written notice to proceed has been provided to Developer from the City, Developer shall hold a pre-construction conference with its engineer and contractor, County Public Works Department, City, and involved utility companies. Developer will notify the County and the City at least ten (10) days in advance of such meeting to allow the parties to attend.

(c) Right of Way, Ponds, Easements. All ROW and related easements, including joint use ponds, if any, required for construction of the roadway and/or trail network, shall be dedicated to the City prior to Transportation Impact Fee Credits being provided for construction of the Vista Hills Segment or sub-segment(s) thereof.

(d) Street Lighting and Power Distribution Lines. Prior to construction, street lighting plans must be approved by the County Public Works Department, and evidence of a maintenance entity must be provided. The County shall not be responsible for maintenance of street lighting. The cost of providing standard City street lighting shall be eligible for Transportation Impact Fee Credits, subject to approval of same by the County Public Works Department, but the incremental cost of any upgrade over such standard City street lighting shall not be eligible for Transportation Impact Fee Credits unless such upgrade is specifically required by the City and approved by the County Public Works Department. All Electric Power Distribution Lines and other utilities which serve and are adjacent to the Developer's Property shall be installed underground at the Developer's cost. No transportation impact fee credits. No Transportation Impact Fee Credits shall be provided to the Developer for utility installation.

(e) Landscaping and Irrigation. No landscaping shall be installed within the ROW (with the exception of sod or grass which may be installed for erosion control over unimproved portions of the ROW), but instead any required or desired landscaping shall be located within

separately identified landscape tracts to be identified on a recorded plat. In accordance with sec. 6.6.6.1 of the City of Mount Dora Code of Ordinances, Developer or the POA shall be solely responsible for maintaining any sod or grass installed within the ROW, as well as maintaining any landscaping installed in the aforementioned platted landscape tracts. In no event shall the County be responsible for maintenance of sod, grass or other landscaping installed in accordance with this Agreement regardless of where such is located.

SECTION 9. Construction Schedule. Unless provided otherwise in the Developer Agreement, Developer agrees to cause the selected contractor to commence construction of the Roadway Improvements and Roadway SWMS no later than one year after the last to occur of either commencement of site work pursuant to a site work permit issued by City for Phase 1 of the Project or issuance of notice to proceed by City for any portion of the Roadway Improvements. The construction of the Roadway Improvements and Roadway SWMS, or applicable portion(s) thereof, shall be completed within twenty-four (24) months of commencement of construction of same, or as otherwise may be agreed to by the City and Developer. For purposes of this Agreement, "commencement of construction" shall mean the physical initiation of clearing and grading of the ROW or applicable portion thereof. The time for completion of the Roadway Improvements and/or Roadway SWMS shall be extended by the time during which Developer's performance is delayed by causes or occurrences outside or beyond Developer's control including, by way of illustration and not limitation: acts of God, including adverse weather conditions, epidemic, pandemic, flood, or similar occurrence; strikes or other labor controversies; acts of terrorism or declarations of war; shortages of materials (including temporary disruptions in supply chains which result in an unusual increase in the cost of materials in excess of ordinary and customary price fluctuations) or inability to obtain labor or the timely delivery of materials; fire or other casualties; orders or requirements of any governmental authority; change orders to the construction which are required, requested or approved by County; and delay, neglect or default by City or County.

SECTION 10. Performance and Maintenance Bonds and Warranties. Developer shall provide the City with a performance bond and maintenance bond in accordance with and pursuant to the terms and conditions of the Developer Agreement. Additionally, Developer shall or shall cause its contractor to warrant the work performed under the Construction Contract for a period of twenty-four (24) months from the date on which the City accepts ownership and maintenance responsibility for the applicable sub-segment(s). The costs of the bonds shall be a cost of the construction of the sub-segment(s) and eligible for Transportation Impact Fee Credits.

SECTION 11. Impact Fee Credits.

(a) In consideration of the obligations set forth herein, the County shall grant to Developer Transportation Impact Fee Credits for the Non-Site-Related Improvements, as defined in the Lake County Code, which, in addition to the specific credits previously referenced in Sections 6, 7, 8 and 10 of this Agreement, shall include the cost of the design, engineering, permitting and construction of any and all eligible Non-Site-Related Improvements. Transportation Impact Fee Credits shall not be given for right-of-way or easement donations. Developer shall be entitled to Transportation Impact Fee Credits for the design, engineering,

permitting and construction of the Non-Site-Related Improvements in the estimated amount as shown in the Cost Estimate attached hereto as **Exhibit E** and incorporated herein (the "**Cost Estimate**"). The estimated amount of Transportation Impact Fee Credits which will be available to the Developer under the terms and conditions of this Agreement is currently shown to be Three Million One Hundred and Two Thousand Five Hundred and Fifty Dollars and Zero Cents ($3,102,550.00). In no event shall the amount of Transportation Impact Fee Credits awarded exceed the actual costs of the Non-Site-Related Improvements.

(b) Transportation Impact Fee Credits shall be granted for the construction costs after the County receives written notice from the City of the Completion of each segment of the Roadway Improvements constructed. Transportation Impact Fee Credits for construction of each phase shall only be issued after dedication of ROW, easements, and all ponds necessary for the road/trail construction have been provided to the City.

(c) Upon the granting of the Transportation Impact Fee Credits as set forth above, the Transportation Impact Fee Credits shall be credited to an impact fee credit account in favor of the Developer. The Developer shall send a written request by letter or by email to County with backup documents and materials for County approval prior to the impact fee credit account being activated. Upon acceptance of all submitted documentation providing compliance with this Agreement, the County Public Works Department will provide notification to the County impact fee coordinator to set up the impact fee credit account. The Developer shall provide all documentation necessary for the review and approval of the impact fee credit request to the County Public Works Department, which will respond within 14 days to each request or submittal, until all required documentation has been reviewed and approved by the County Public Works Department. The County shall issue Transportation Impact Fee Credits to Developer once submitted documentation is approved by the County Public Works Department. It is the Developer's responsibility to ensure that credits are requested at time of building permitting, as cash reimbursement / refund will not be allowed after the fact in the event credits were not requested and a cash payment was made for the building permit or certificate of occupancy. The Developer shall submit an Impact Fee Credit Request Letter, in the form approved by Lake County, with each permit application. Impact Fee Credit Request letter form and additional procedural requirements related to impact fees are set forth in Exhibit G, attached hereto and incorporated herein.

(d) Upon the granting of Transportation Impact Fee Credits, the City and/or County (as determined by the City and County) shall be entitled to ownership of the Plans and Specifications and permits in the event the Developer does not move forward with constructing any portion of the roadway system. Developer shall take whatever steps are necessary to transfer all rights to the plans and permits to the City and/or County in this event.

(e) To the extent that there is an increase in the actual cost and expense of the Non-Site-Related Improvements as actual construction of the improvements progresses, as requested and approved by the City and County, the County shall reimburse Developer in Transportation Impact Fee Credits in an amount equal to the increase in cost and expense resulting from such change order(s) to the extent approved in advance by the County. To the extent there is a decrease

in the total cost and expense of the Non-Site-Related Improvements as a result of any change order(s) to the Plans and Specifications or construction of the roadway as requested or approved by the City and County, as actual construction of the improvements progresses, the amount of reimbursement to Developer shall be decreased in an amount equal to the total decrease in the cost and expense resulting from such change order(s). In the event of unanticipated field conditions or any other situation resulting in change orders, the Developer must immediately notify the County Public Works Department for approval of the change.

(f) Once Transportation Impact Fee Credits have actually been awarded to Developer in accordance with the terms of this Agreement, Developer may use such credits towards payment of the Project's transportation impact fees or transfer all or any amount of such impact fee credits to another party in compliance with Lake County Code and applicable sections of Florida Statutes. If Developer desires to transfer some or all of its Impact Fee Credits then Developer, as the owner of record of such credits, shall submit a notarized affidavit (signed by both the credit-holder and the recipient) to the county manager or designee indicating to whom and to which property the impact fee credits are to be transferred. If the notarized affidavit indicates that credits are to be transferred to a property located within the same benefit district as the Project, i.e., within the Wekiva/Northeast Benefit District, the impact fee credits shall be transferred to a similar account established for the transferee and the transfer shall become effective upon confirmation by the county manager or designee that the credits have been: (i) duly distributed to the transferor and (ii) are being transferred to a property within the same benefit district. On the other hand, if the affidavit indicates the credits are to be transferred to an adjacent benefit district, such as the North Central Benefit District, the county manager shall submit the request to transfer to the BCC for consideration and the transfer shall not become effective until the BCC has determined, based on substantial competent evidence and in compliance with Lake County Code and applicable sections of Florida Statutes, as amended, that the Roadway Improvements which generated the impact fee credits not only benefited the Project, but also benefited the adjacent Impact Fee Benefit District. If such determination is made by the BCC an impact fee credit account shall be established for the proposed transferee and the impact fee credits transferred thereto as requested. In either situation, upon a transfer becoming effective the county manager or designee shall notify the transferee that such credits are available for use by the transferee.

(g) It is hereby acknowledged by the County that compliance with the terms and conditions of this Agreement by Developer, its successors and assigns, satisfies any applicable Lake County transportation concurrency requirements for the Property.

SECTION 12. Self-Help Provision.

(a) In the event the City or County desire to expedite the overall construction of the roadway, prior to commencement of construction, the City or County shall be permitted, upon delivery of sixty (60) days prior written notice to the Developer, to assume the Developer's responsibilities, unless Developer commences to perform Developer's obligations within such sixty (60) day period. In the event the County elects to assume the Developer's responsibilities, the County shall undertake and complete the Developer's responsibilities at the County's sole cost and expense.

(b) After commencement of construction, in the event of a material delay in the construction of roadway, which delay shall be in excess of thirty (30) days, or Developer fails to perform its obligations under this Agreement, then prior to the exercise of the rights provided to the City and County in this Section, Developer shall be entitled to written notice and to ninety (90) days after the receipt of that written notice of material delay in which to commence and/or continue in good faith to perform Developer's obligations. If such default, breach or other problem is not corrected within such ninety (90) day period, then the City and County shall each have the right, but not the obligation, to utilize the payment and performance bond or letter of credit to complete the project.

(c) The first of the two to exercise the rights granted in this Section shall hereafter be referred to as the "Completing Entity" in this Section. In such event, the Completing Entity shall be entitled to ownership of the Plans and Specifications and all permits (including Environmental Permits) granted to Developer in connection with applicable Segment, and Developer shall use its best efforts to ensure the successful transfer of the same to the Completing Entity; provided, however, that all costs related to the provision of Plans and Specifications, construction of the impact fee eligible improvements, receipt of permits and approvals, and environmental mitigation then performed, and environmental mitigation credits for wetland and other impacts transferred to the City or County for ownership and use on the project, shall nonetheless be reimbursed by the County to Developer in transportation impact fees equal to the total costs incurred by Developer prior to Developer receiving notice from the Completing Entity of the intent to exercise the rights contained in this Section. In the event that the Completing Entity exercises its rights contained in this Section, Developer shall, to the extent the same has not already been accomplished, dedicate all ROW and Easements, including for any joint use Ponds, within the Developer's Property necessary for the Completing Entity to complete construction of the Vista Hills Segment or applicable sub-segment(s), as the case may be.

SECTION 13. **Term and Nature of Agreement**. The Developer shall take such actions as are necessary to complete the construction of roadway in accordance with the Developer Agreement and applicable terms of this Agreement. Except for the warranty requirements set forth herein, this Agreement shall terminate upon Completion and conveyance of the Vista Hills Segment. If the Developer is unable to obtain all necessary approvals for the construction of the Vista Hills Segment from the City, County or any other governmental agency or is unable to negotiate a construction contract acceptable to Developer in its sole discretion, the sole remedy to the County shall be the termination of this Agreement and the Developer shall not be liable for, and the County shall not seek from the Developer, either damages or the specific performance of this Agreement; provided, however, that the conveyance of any property completed prior to the termination of this Agreement shall not be affected and that any Transportation Impact Fee Credits granted to Developer prior to the termination of this Agreement shall remain valid. If the Developer fails to begin construction of the Project on or before seven (7) years from the Effective Date of this Agreement, this Agreement shall be automatically rendered null and void.

SECTION 14. **Compliance with Laws and Regulation**. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

SECTION 15. **Intentionally deleted**.

SECTION 16. **Notices**. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Developer:

Route 46 Properties, LLC
Attn: Charles Croson, Mgr.
1321 Tappie Toorie Circle
Lake Mary, FL 32746

With copy to:
Juli S. James, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Ste. 1600
Orlando, FL 32801

County:

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

With copy to:
Lake County Public Works Department
Attn: Public Works Director
P.O. Box 7800
Tavares, Florida 32778

And a copy to:
Lake County, Florida
Attn: Melanie Marsh, County Attorney
P.O. Box 7800
Tavares, FL 32778

SECTION 17. **Counterparts**. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

SECTION 18. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

SECTION 19. **Time is of the Essence**. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

SECTION 20. **Non-Waiver**. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how

long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

SECTION 21. Construction of Agreement. This Agreement shall not be construed against either party as the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

SECTION 22. Public Records.

(a) Pursuant to Section 119.0701, Florida Statutes, Developer shall comply with the Florida Public Records' laws, and shall:

(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; and

(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 Developer does not transfer the records to the County.

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

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PUBLIC WORKS, ATTN: PUBLIC WORKS RECORDS CUSTODIAN, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, LAKE COUNTY, FL, OR AT 352-253-6000 OR VIA EMAIL AT CR_ENGINEERING@LAKECOUNTYFL.GOV.

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.

(c) Unless otherwise provided, Developer shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("**Schedule**") for State and Local Government Agencies. If Developer receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Developer shall continue to maintain all service records until final resolution of the dispute or litigation

SECTION 23. **Records and Audits**. Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the County upon five (5) business days prior written notice.

SECTION 24. **Equal Opportunity Employment**. Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

SECTION 25. **Breach**. In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

SECTION 26. **Amendment**. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors in interest.

SECTION 27. **Severability**. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

SECTION 28. **Assignment**. This Agreement and all the rights, obligations and responsibilities hereunder, shall be assignable in whole or in part by Developer without prior approval of County. In the event Developer assigns all or a portion of this Agreement, the Developer will provide the County with written notice. It is understood and agreed by the Parties that upon a complete assignment, the Developer shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

SECTION 29. **Disclaimer of Third-Party Beneficiaries**. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the County.

SECTION 30. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this Agreement, venue shall be in a court of competent jurisdiction in and for Lake County, Florida, and each Party shall be responsible for its own attorneys' fees and costs.

SECTION 31. **Land Use Approvals**. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Development Projects, nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

SECTION 32. **Indemnity**. Developer, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officers, commissioners, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorneys' fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to roadway construction and improvements provided under this Agreement by the Developer, its agents or employees, or any contractor employed by the Developer, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the County, or claims, asserted by third-party property owners for damages arising from the performance of the obligations contained in this Agreement.

SECTION 33. **Insurance**. Notwithstanding the foregoing performance bond requirement, and without waiving such performance bond requirement, the Developer shall maintain, or cause its agents and contractors to maintain insurance as set forth in **Exhibit F**, attached hereto and incorporated herein by reference.

SECTION 34. **Exhibit List**. The following Exhibits are attached hereto and by this reference made a part hereof:

Exhibit A: Legal Description of Property
Exhibit B: Vista Ridge Drive Proposed Alignment
Exhibit C: Road Cross Section
Exhibit D: Vista Ridge Master Plan
Exhibit E: Cost Estimate
Exhibit F: Insurance Requirements
Exhibit G: Impact Fee Requirements

SECTION 35. **Support for Future Signalization**. County shall not oppose the signalization of the Wekiva Ridge Drive/Buttercup Lane and S.R. 46 – C.R. 441 intersection if Developer submits a request to the FDOT and such signalization is warranted. County shall also have the option, but is not obligated, to affirmatively support the signalization of the intersection, and if requested by the Developer, will join the Developer in seeking such authorization from FDOT if the signal is warranted at the time of application.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the date and year below written: County, through its Board of County Commissioners, signing by and through its Chairman, and Developer, through its duly authorized representative.

DEVELOPER

ROUTE 46 PROPERTIES LLC
a Florida limited liability company

By: _____
Charles Croson, Manager

This 18th day of May, 2026.

COUNTY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

ATTEST:

This _____day of _____, 2026.

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

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

EXHIBIT A

LEGAL DESCRIPTION FOR ANNEXATION AND PUD

THE FOLLOWING LEGAL DESCRIPTION IS FOUND IN OFFICIAL RECORDS BOOK 5184, PAGE 1448, AS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTS FOR LAKE COUNTY, FLORIDA.

THIS DESCRIPTION IS AN UPDATED VERSION TO REFLECT A RIGHT OF WAY TAKING PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 11130, FP 238275-2, FOR STATE ROAD NO. 46.

THAT PART OF:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF STATE ROAD 46, WHICH PROPERTY IS ALSO DESCRIBED AS A PORTION OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27; THENCE N00°23’59”W A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, N00°23’56”W A DISTANCE OF 1296.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE N89°54’34”E ALONG SAID LINE A DISTANCE OF 1313.48 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36’53”E ALONG SAID LINE A DISTANCE OF 1296.28 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP RECORDED IN MAP BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°54’27”W ALONG SAID LINE A DISTANCE OF 1318.15 FEET TO THE POINT OF BEGINNING.

(BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3775, PAGE 1785 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA)

LESS RIGHT OF WAY FOR STATE ROAD 46 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11130-FP 238275;

DESCRIBED AS FOLLOWS:

COMMENCE AT A 3-1/2”X3” CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP238275-2; THENCE S89°40’03”E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SAID CORNER BEING LOCATED N00°01’01”E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF

SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N00°24'36"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 26.96 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE N00°24'36"W ALONG SAID EAST LINE 128.07 FEET; THENCE DEPARTING SAID EAST LINE N87°56'31"E 112.08 FEET; THENCE N33°16'03"E 168.56 FEET; THENCE N17°38'35"E 106.59 FEET; THENCE N89°35'46"E 276.87 FEET; THENCE S06°36'12"E 195.38 FEET; THENCE S06°36'48"W 72.85 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 83.69 FEET; THENCE DEPARTING SAID PARALLEL LINE S00°11'52"W 10.00 FEET TO A POINT ON A LINE 132.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 139.99 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 10.00 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 110.01 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 5.00 FEET TO A POINT ON A LINE 147.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 87.19 FEET TO A POINT ON A LINE LOCATED N00°00'19"W 147.00 FEET FROM A NON CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 99+04.88; THENCE DEPARTING SAID PARALLEL LINE S89°40'11"E 212.81 FEET; THENCE DEPARTING SAID PARALLEL LINE N66°36'04"E 54.60 FEET; THENCE S77°22'47"E 56.30 FEET; THENCE S59°50'50"E 59.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'38"E ALONG SAID EAST LINE 84.57 FEET TO A POINT ON SAID EXISTING RIGHT OF WAY LINE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, S89°48'32"W 255.18 FEET; THENCE S00°12'29"E 7.50 FEET; THENCE S89°47'31"W 114.93 FEET; THENCE N89°55'07"W 947.70 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 33.83 ACRES, MORE OR LESS.

EXHIBIT B-1

Vista Ridge Drive Proposed Alignment

EXHIBIT B-2

Vista Ridge Drive Proposed Alignment Through the Property

EXHIBIT C

Cross Section

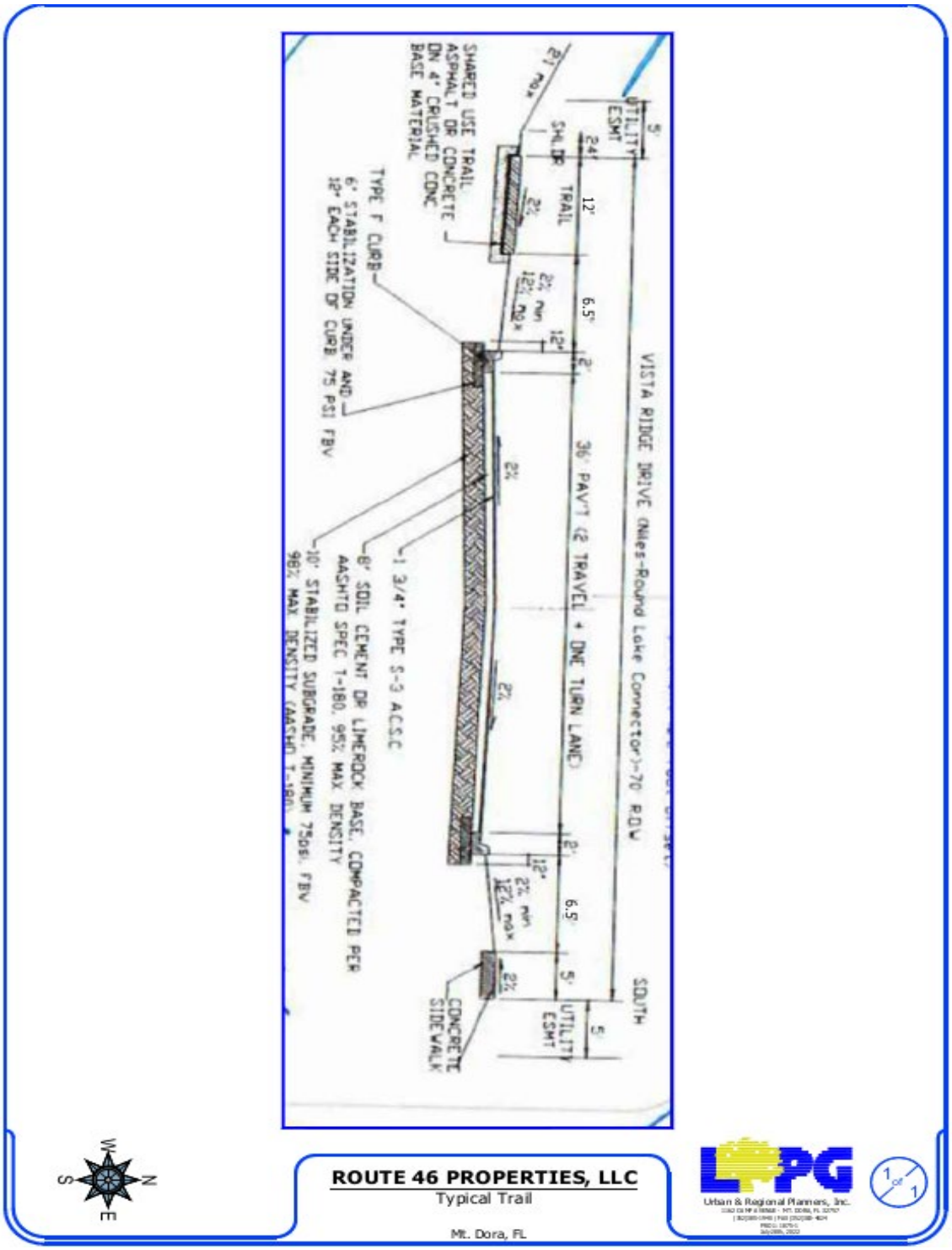


EXHIBIT D

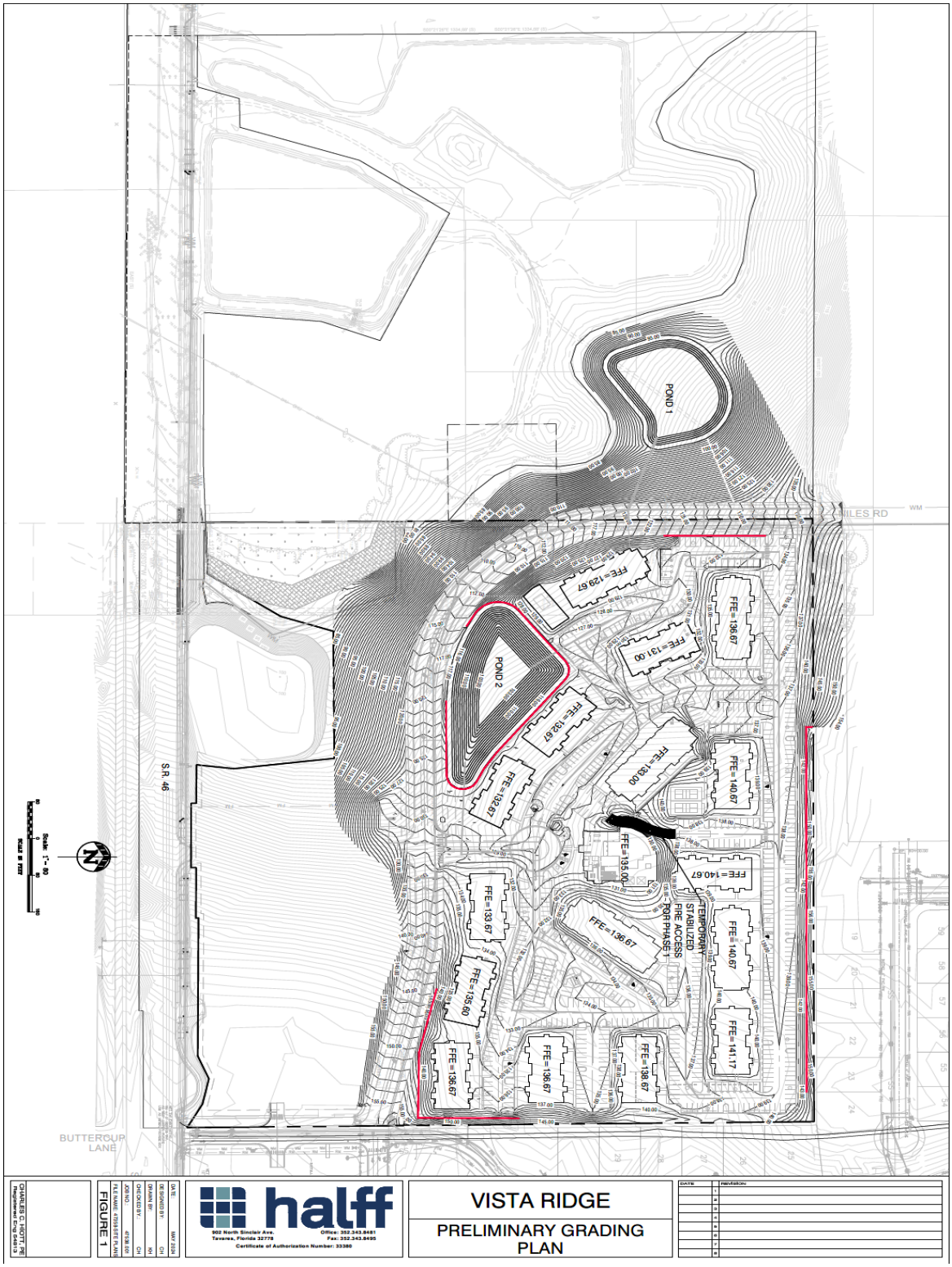

POND 1
POND 2
NILES RD
S.R. 46
BUTTERCUP LANE
FFE=129.67
FFE=131.00
FFE=136.67
FFE=132.67
FFE=132.67
FFE=130.00
FFE=140.67
FFE=135.00
FFE=140.67
FFE=133.67
FFE=136.67
FFE=140.67
FFE=135.60
FFE=141.17
FFE=136.67
FFE=136.67
FFE=136.67
TEMPORARY STABILIZED FIRE ACCESS FOR PHASE 1
Scale: 1" = 80'
halff
902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380
VISTA RIDGE
PRELIMINARY GRADING PLAN
FIGURE 1

EXHIBIT E

(Engineer's Cost Estimate)

ENGINEERS COST ESTIMATE Vista Ridge
10-23-24

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	GENERAL CONDITIONS				
	Mobilization	1	LS	$ 75,000.00	$75,000.00
	Utility Layout & Asbuilts	1	LS	$ 45,000.00	$45,000.00
	Clear and Disk Site	1	LS	$ 40,000.00	$40,000.00
	Excavation Cut	75000	CY	$ 6.25	$468,750.00
	Excavation Fill	75000	CY	$ 6.25	$468,750.00
	Retaining Walls w/ Handrails (Behind Walls)	0	SF	$ 125.00	$0.00
	Storm Pipe	2000	LF	$ 120.00	$240,000.00
	Miodify P-6 Inlet	14	EA	$ 3,500.00	$49,000.00
	Concrete Curb	3900	LF	$ 22.00	$85,800.00
	12' Trails	23140	LF	$ 20.00	$462,800.00
	Sidewalk	9700	SF	$ 8.00	$77,600.00
	Landscape Buffers	1	LS	$ 300,000.00	$300,000.00
	Sod	31100	SY	$ 3.50	$108,850.00
	Asphalt	8000	SY	$ 35.00	$280,000.00
	Limerock	8000	SY	$ 40.00	$320,000.00
	Stabilization	8000	SY	$ 7.00	$56,000.00
	Marking & Signage	1	LS	$ 25,000.00	$25,000.00
	Total				$ 3,102,550.00

Charles C Hiott
Digitally signed by Charles C Hiott
DN: cn=Charles C Hiott, c=US, o=HALFF ASSOCIATES INC, email=chiott@halff.com
Date: 2024.10.23 15:08:38 -04'00'

EXHIBIT F

INSURANCE REQUIREMENTS

The contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

At time of contract, the Contractor will be required to provide a copy of all policy endorsement(s), 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. (Note: A simple COI WILL NOT be accepted in lieu of).

Contractor shall not commence work under the Contract until County has received an acceptable certificate or certificates of insurance evidencing the required insurance and all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured, along with all required provisions to include waiver of subrogation, which is as follows:

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

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

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).
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

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 policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate 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.

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

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 Contractor and/or subcontractor providing such insurance.

The Contractor shall 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.

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.

Neither approval by the County of any insurance supplied by the Contractor, nor a failure to disapprove that insurance, shall relieve the Contractor of full responsibility of liability, damages, and accidents as set forth herein.

The Contractor shall submit to Lake County Public Works a copy of all accident reports arising out of any injuries to its employees or those of its subcontractors, or any personal injuries or property damage arising or alleged to have arisen on account of any work under the Contract.

If it is not possible for the Contractor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Contractor is required to provide a copy of the actual policy endorsements(s) providing the required coverage and notification provisions.

EXHIBIT G

IMPACT FEE REQUIREMENTS

Monthly Reconciliation of Impact Fee Credit Account

The Developer shall submit a monthly reconciliation statement for each subdivision and phase. The reconciliation statement shall be submitted electronically to impactfee@lakecountyfl.gov no later than the 15th day of the month following the reporting period. Each reconciliation statement shall include, at a minimum, the following information:

- Permit application date
- Permit number
- Property address
- Lot number
- Alternate Key
- Subdivision / project name (*must match developer/agent/assignee name (not sure how to reference since there are numerous transfers and assignment of credits after a DA is executed and initial credits are released*)
- Phase
- Structure type (i.e. single-family residence, townhome, apartment, etc.)
- Living Square Footage
- Credit amount applied

Impact Fee Credit Transfer or Assignment Requests

Requests for credit transfer or assignment of impact fee credits require a formal assignment and shall be submitted electronically to impactfee@lakecountyfl.gov. Each transfer request shall include a notarized affidavit on the Developer's company letterhead referencing the applicable Developer Agreement, credit account number, applicable development name and phases(s) and specifying the requested transfer amount and the credit type to be transferred.

- Effective date of transfer
- Legal name and contact info of the entity who currently owns the credits (assignor)
- Legal name and contact info of the entity to which the credits are being transferred (assignee)
- Type and dollar amount of credits to be transferred
- Transportation district which the credits were originally issued
- Proposed transportation district
- Intended site of the proposed development to include alternate key(s), property address and legal description
- Proposed name of the development in which the assignee will use the credits
- Signature of both parties

DRAFT Impact Fee Credit Request Form

To: Building Department, City/Town of

Date:

Permit #:

Subdivision/Project Name:

Lot #:

Site Address:

Parcel/AK #:

Living area:

Please accept this request to apply the following impact fee credits to the referenced permit:

☐ Education $

☐ Parks $

☐ Transportation $

This request is made in good faith that the credits requested are valid based on a Capacity Reservation Certificate, Roadway Improvement Agreement or other legal document issued by Lake County Board of County Commissioners for the referenced project.

Contractor name:

Contractor's state license #:

Contractor signature:

The forgoing instrument was acknowledged before me on this date: _____ , by Contractor who is personally known to me and did/did not (circle one) take an oath.

STATE OF FLORIDA

COUNTY OF

Notary name:

Notary signature:

Notary stamp or commission # and expiration date:

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

DATE: 05/21/2026 **MEETING DATE:** 6/23/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42992
BY: Grace Burgos, Financial Coordinator Manager
SUBJECT: Fiscal Year 2027 Detailed Work Plan Budget — Arthrodpod Control

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Fiscal Year 2027 Detailed Work Plan Budget for Arthropod Control for the Lake County Mosquito Control Program pursuant to Section 388.201, Florida Statutes, and Rule 5E-13.022, Florida Administrative Code.

The fiscal impact is $69,588 (revenue/expenditure - grant funded) and is included in the Fiscal Year 2027 Budget request.

BACKGROUND SUMMARY: Lake County receives annual funding from the Florida Department of Agriculture and Consumer Services (FDACS) to aid in the operation of the County's Mosquito Control Program. To receive these funds and remain in compliance with Section 388.201, Florida Statutes, and Rule 5E-13.022, Florida Administrative Code, State Approved Mosquito Control Districts are required to submit two copies of the Detailed Work Plan Budget and Integrated Mosquito Management Plan for Arthropod Control by July 15 each year as part of the application/re-application process for state aid for Fiscal Year 2027.

Once twenty percent (20%) of the funds legislatively authorized and released by the Executive Office of the Governor for arthropod control are distributed for research and, after distributions are made to FDACS as provided by statute, the remainder of the funds are distributed equally to eligible counties and districts for arthropod control. Eighty percent (80%) of the remaining funds are allocated equally to Tier III programs, which are counties and districts with less than one million dollars of local funds budgeted for arthropod control, and to support public arthropod education programs and outreach. The remaining twenty percent (20%) of the funds are allocated equally to Tier II programs, which are counties and districts with between one million dollars and three million dollars of local funds budgeted for arthropod control. Counties and districts with over three million dollars of local funds budgeted for arthropod control do not receive state aid.

Lake County staff included $992,952 in ad valorem funding in the proposed FY 2027 budget, putting the program in the Tier III category. The State grant funds for FY 2027 are estimated to be $69,588, for an anticipated budget of $1,062,540.

Fiscal Impact: $69,588 (revenue/expenditure - 100 percent grant funded).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Federal/State Grants	1300	2921201	334620		-$69,588.00
Federal/State Grants	1300	2921201	830340		$69,588.00

Advertised Date: Paper:

Attachments:

1.	Fiscal Year 2027 Detailed Work Plan Budget - Arthropod Control

STAFF APPROVALS AND DATES:

Grace Burgos	Created/Initiated - 05/21/2026
Grace Burgos	Approved - 06/04/2026
Lindsaia Johansmeyer	Approved - 06/04/2026
Angela Harrold	Approved - 06/04/2026
Roberto Bonilla	Approved - 06/04/2026
Kerri Andrews	Approved - 06/09/2026
Alexis Clark	Approved - 06/10/2026
Ron Falanga	Approved - 06/10/2026
Kandace Pourbaix	Approved - 06/10/2026
Miranda Lanoue	Approved - 06/10/2026
Jaime Stewart	Approved - 06/11/2026
Melanie Marsh	Approved - 06/11/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.
Telephone: (850) 617-7933; Fax: (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL: _____ FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 26 PREPARED BY: GRACE BURGOS, FINANCIAL COORDINATOR MANAGER

ENDING SEPTEMBER 30, 20 27

DATE: _____ DATE: 6/4/2026

APPROVED BY: _____ COUNTY or DISTRICT LAKE COUNTY APPROVED BY: LESLIE CAMPIONE, CHAIRMAN

FDACS Mosquito Control Program Representative — Chairman of the Board, or Clerk of Circuit Court

DATE: _____ DATE: 6/23/2026

PAGE 1 OF 3

ACCOUNT	TITLE		RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	TO BE PAID FROM GENERAL EXPENSE		PROGRAM ELEMENTS					
	RECEIPTS													
311	Ad Valorem (Current/Delinquent)			$ 992,952.00	$ 992,952.00									
334.1	State Grant			$ 69,587.50		$ 69,587.50								
362	Equipment Rentals													
337	Grants and Donations													
361	Interest Earnings													
364	Equipment and/or Other Sales													
369	Misc./Refunds (prior yr expenditures)													
380	Other Sources													
389	Loans													
TOTAL RECEIPTS				$ 1,062,539.50	$ 992,952.00	$ 69,587.50	$ -							
BEGINNING FUND BALANCE					$ -	$ -								
TOTAL BUDGETARY RECEIPTS AND BALANCES				**$ 1,062,539.50**	**$ 992,952.00**	**$ 69,587.50**	**$ -**							

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

WILTON SIMPSON
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.

Telephone: (850) 617-7933; Fax: (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 26	PREPARED BY: GRACE BURGOS, FINANCIAL COORDINATOR MANAGER
DATE:	ENDING SEPTEMBER 30, 20 27	DATE: 6/4/2026
APPROVED BY: FDACS Mosquito Control Program Representative	COUNTY or DISTRICT LAKE COUNTY	APPROVED BY: LESLIE CAMPIONE, CHAIRMAN Chairman of the Board, or Clerk of Circuit Court
DATE:		DATE: 6/23/2026

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM: LOCAL	STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
10	Personal Services			$ 162,052.00					
	Operations Director				$ 10,641.00				
	Financial Associate				$ 11,078.00				
	Office Associate III				$ 26,372.00				
	Biological Associate II				$ 14,387.00				
	Program Manager				$ 44,377.00				
	Chief Maintenance Supervisor				$ 50,197.00				
	Overtime				$ 5,000.00				
20	Personal Services Benefits			$ 82,327.00					
	Social Security Match				$ 12,401.00				
	Retirement Contrib				$ 24,342.00				
	Life/Health Insur				$ 42,592.00				
	Workers Comp				$ 2,992.00				
30	Operating Expense			$ 471,500.00	$ 471,500.00	$ 69,587.50			
40	Travel & Per Diem			$ 1,000.00	$ 1,000.00				
	CEU's, Conferences, DODD Mosquito Courses								
41	Communication Serv			$ 1,440.00	$ 1,440.00				
42	Freight Services			$ 100.00	$ 100.00				
43	Utility Service			$ -	$ -				
44	Rentals & Leases			$ 61,354.00	$ 61,354.00				
45	Insurance			$ 5,876.00	$ 5,876.00				
46	Repairs & Maintenance			$ 17,028.00	$ 17,028.00				
47	Printing and Binding			$ 1,900.00	$ 1,900.00				

48	Promotional Activities			$ 500.00	$ 500.00										
49	Other Charges			$ 500.00	$ 500.00										
51	Office Supplies			$ 700.00	$ 700.00										
52.1	Gasoline/Oil/Lube			$ 5,900.00	$ 5,900.00										
52.2	Chemicals			$ 171,800.00	$ 171,800.00										
52.3	Protective Clothing			$ 1,200.00	$ 1,200.00										
52.4	Misc. Supplies			$ 3,500.00	$ 3,500.00										
52.5	Tools & Implements			$ 1,500.00	$ 1,500.00										
54	Publications & Dues			$ 2,175.00	$ 2,175.00										
55	Training			$ 600.00	$ 600.00										
60	Capital Outlay														
71	Principal														
72	Interest														
81	Aids to Government Agencies														
83	Other Grants and Aids														
89	Contingency (Current Year)														
99	Payment of Prior Year Accounts														
Other	Please Select Other Accounting Code														
Other	Please Select Other Accounting Code														
Other	Please Select Other Accounting Code														

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

WILTON SIMPSON
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.

Telephone: (850) 617-7933; Fax: (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 26	PREPARED BY: GRACE BURGOS, FINANCIAL COORDINATOR MANAGER
DATE:	ENDING SEPTEMBER 30, 20 27	DATE: 6/4/2026
APPROVED BY: FDACS Mosquito Control Program Representative	COUNTY or DISTRICT LAKE COUNTY	APPROVED BY: LESLIE CAMPIONE, CHAIRMAN Chairman of the Board, or Clerk of Circuit Court
DATE:		DATE: 6/23/2026

PAGE 3 OF 3

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
	RESERVES								
0.001	Reserves - Future Capital Outlay								
0.002	Reserves - Self-Insurance								
0.003	Reserves - Cash Balance to be Carried Forward								
0.004	Reserves - Sick and Annual Leave Trans Out								

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

DATE: 05/20/2026

MEETING DATE: 6/23/2026

ITEM TYPE: Presentation

ITEM ID: 42984

TO: Jennifer Barker, County Manager

THRU: Jeffrey Earhart, Engineering & Operations Director - Central District

BY: Erik Shinkle, MSBU Subdivision Coordinator

SUBJECT: Fiscal Year 2027 Municipal Service Benefit Unit for Internal Subdivision Roads Initial Assessment Resolution

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RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval for adoption of the Initial Assessment Resolution, which initiates the annual process for the preparation of the Municipal Service Benefit Unit (MSBU) for Internal Subdivision Roads Assessment Roll, authorizes the publication of the advertisement for September 8, 2026, Public Hearing, provides direction to notify all affected parties of the proposed rate, and directs the imposition of the MSBU for Internal Subdivision Roads fee for the Fiscal Year beginning October 1, 2026, for the Edgemont, Lake Nellie Crossing, and Trailside Subdivisions. Commission District 1 and 4.

The estimated fiscal impact is $85,549.75 (revenue).

BACKGROUND SUMMARY: Annually, the Board of County Commissioners (Board) is required to adopt the Initial Assessment Resolution of the Municipal Service Benefit Unit (MSBU) for Internal Subdivision Roads for the following year. The rate must be adopted at a public hearing held on or before September 15, 2026. While the rates are formally adopted at the public hearing, Chapter 18 of the Lake County Code requires an Initial Assessment Resolution to be approved for the continuance of the maintenance of the internal roads within the Edgemont, Lake Nellie Crossing, and Trailside subdivisions. The residential assessment is against residential property in unincorporated Lake County. It is billed annually as a non-ad valorem assessment on the annual tax bill. For residential purposes, it is an all-inclusive fee that provides for the maintenance of the internal subdivision roads within the Edgemont, Lake Nellie Crossing, and Trailside subdivisions.

The Resolution provides for:

- A method of apportioning the MSBU costs and maintenance of residential property;
- The maximum rate for the assessment is $230.72 per lot for Edgemont, $286.18 per lot for Lake Nellie Crossing, and $272.35 per lot for Trailside.

- The preparation of an MSBU initial assessment roll.
- Authorization of September 8, 2026, 9:00 a.m. Public Hearing and provision of notice thereof, and an effective date.

A Notice of Tax Assessment for Edgemont, Lake Nellie Crossing, and Trailside were recorded in the public records, a copy of which is attached. Therefore, all residents within these subdivisions had (or will have) notice that a MSBU would be imposed for internal road maintenance.

Trailside is being added for the first time this year. Lake Nellie Crossing & Edgemont were assessed in previous years.

Fiscal Impact: $85,549.75 (revenue)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Internal Subdivision Road MSBU	1400	5056120	325225		$85,549.75

Advertised Date: Paper:

Attachments:

1.	Resolution 2026-__ Internal Roads
2.	Edgemont Notice of Tax Assessment
3.	Lake Nellie Crossing Notice of Tax Assessment
4.	Trailside Notice of Tax Assessment

STAFF APPROVALS AND DATES:

Erik Shinkle	Created/Initiated - 05/20/2026
Michelle Wilkinson	Approved - 05/20/2026
David Hill	Approved - 05/26/2026
Kerri Andrews	Approved - 05/26/2026
Jeffrey Earhart	Approved - 05/27/2026
Roberto Bonilla	Approved - 06/02/2026
Rachel Bartolowits	Approved - 06/09/2026
Ron Falanga	Approved - 06/09/2026
Kandace Pourbaix	Approved - 06/09/2026
Miranda Lanoue	Approved - 06/09/2026
Jaime Stewart	Approved - 06/09/2026
Melanie Marsh	Approved - 06/12/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred
Until:

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; ADOPTING THE INITIAL ASSESSMENT RESOLUTION FOR THE INTERNAL SUBDIVISION ROAD MAINTENANCE MUNICIPAL SERVICES BENEFIT UNIT IN LAKE COUNTY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS AS TO THE NEED FOR THE NON-AD VALOREM ASSESSMENT LEVY AND BENEFITS ACCRUED; PROVIDING FOR AMOUNT TO BE COLLECTED; MAKING A DETERMINATION OF BENEFITS AND METHOD OF ASSESSMENT; PROVIDING FOR NOTICE OF PUBLICATION; PROVIDING FOR A METHOD OF PAYMENT OF NON-AD VALOREM ASSESSMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 12, 2023, the Board of County Commissioners adopted Resolution 2023-115, which expressed the intent of Lake County to use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments provided for in Chapter 197, Florida Statutes, Section 197.3632, for the Collection of Non-Ad Valorem Assessments associated with the Internal Subdivision Road Maintenance Municipal Services Benefit Unit(MSBU) established by the Board pursuant to Ordinance 2023-30; and

WHEREAS, certified copies of the resolution were forwarded to the Property Appraiser, Tax Collector, and State of Florida Department of Revenue, as required by Section 197.3632; and

WHEREAS, Lake County has entered into an Interlocal Agreement with the Property Appraiser and Tax Collector pursuant to Section 197.3632(2), Florida Statutes; and

WHEREAS, the imposition of a non-ad valorem assessment is an equitable and efficient method of allocating and apportioning the assessment cost among certain parcels of improved residential property; and

WHEREAS, the Board of County Commissioners desires to utilize the non-ad valorem assessment program for this MSBU for Real Property Tax Year 2027; and

WHEREAS, a public hearing will be held on September 8, 2026, and comments and objections of all interested persons will be heard and considered as required by Florida Statutes, Section 197.3632;

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

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 Resolution upon adoption hereof.

SECTION 2. AUTHORITY. This Initial Assessment Resolution is adopted pursuant to the provisions of Chapter 18, Lake County Code, and Chapter 125, Florida Statutes, and other applicable provisions of law.

SECTION 3. FINDINGS REGARDING NEED FOR NON-AD VALOREM MUNICIPAL SERVICES BENEFIT UNIT LEVY AND BENEFITS ACCRUED.

A. The levy of a non-ad valorem assessment for the maintenance of internal subdivision roads within Edgemont, Lake Nellie Crossing, and Trailside, located in unincorporated Lake County, is necessary to ensure that all residents who are specially benefited from utilizing said facilities and services equitably share the cost of those services.
B. The non-ad valorem assessment imposed on each lot located within Edgemont, Lake Nellie Crossing, and Trailside, will be the same amount.

SECTION 4. TOTAL AMOUNT TO BE COLLECTED. The total amount of revenue to be collected by this assessment from all property owners subject to the assessment will be $85,549.75 for Fiscal Year 2027.

SECTION 5. DETERMINATION OF BENEFITS AND METHOD OF ASSESSMENT. The Board of County Commissioners hereby determines that assessments will be made on a per lot basis, and that the assessment imposed on each lot located within the subdivision will be the same amount. The unit of measurement to be applied against each parcel is $230.72 (Edgemont), $286.18 (Lake Nellie Crossing), and $272.35 (Trailside), per year as shown in the Non-Ad Valorem Assessment Roll.

SECTION 6. NON-AD VALOREM ASSESSMENT ROLL. The Initial Non-Ad Valorem Assessment Roll for the subdivisions is attached hereto and incorporated herein as **Exhibit A**, is hereby approved.

SECTION 7. NOTICE BY PUBLICATION. The County Manager, or a designee, shall publish a notice, as required by Section 197.3632, Florida Statutes, in substantially the form attached hereto as **Exhibit B**. Such notice shall be published no later than August 19, 2026, in a newspaper generally circulated in Lake County.

SECTION 8. NOTICE BY MAIL. The County Manager, or a designee, shall provide notice by first class mail to the owner of each parcel of improved property subject to the MSBU for Internal Subdivision Roads, as required by Section 197.3632, Florida Statutes. Such notices shall be mailed no later than August 24, 2026.

SECTION 9. METHOD OF PAYMENT OF NON-AD VALOREM ASSESSMENTS. The Non-Ad Valorem Assessments will be collected pursuant to the uniform method provided in Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes.

SECTION 10. EFFECTIVE DATE OF ASSESSMENT ROLL. The Non-Ad Valorem Assessment Roll shall be effective October 1, 2026.

SECTION 11. **EFFECTIVE DATE**. This Resolution shall become effective upon adoption.

DONE AND RESOLVED this _____ day of June, 2026

BOARD OF COUNTY COMMISSIONERS
OF 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

Preliminary Assessment Roll - Internal Subdivision Roads MSBU

Alt Key	Parcel Number	Owner Name	Property Address	City	Subdivision Name	Amount
3948551	132426030000003100	LABELLE BENJAMIN R & KELLI R	3684 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948552	132426030000003200	MALASPINA LEANDRO M	3688 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948553	132426030000003300	BYCHARLOTTE LLC	3692 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948554	132426030000003400	GREEN MEGAN K & JOSEPH M	3696 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948555	132426030000003500	FIGUERA MARIANGEL N	3700 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948556	132426030000003600	DEL VALLE RICARDO R ET AL	3704 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948557	132426030000000100	RIVAS APONTE MARCOS A ET AL	3957 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948558	132426030000000200	FURUKAWA NILTON T & CELIA F I	3953 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948559	132426030000000300	DEVLIN ANNETTE M LIFE ESTATE	3949 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948560	132426030000000400	KJETLAND BRET B	3945 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948561	132426030000000500	Not for public record	3941 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948562	132426030000000600	NARAIN LYNN G & SUBHAS O	3937 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948563	132426030000000700	PERSAUD RESHMA & SATYENDRALALL	3933 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948564	132426030000000800	HOWALD JONATHAN T & CASSANDRA L	3929 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948565	132426030000000900	HERRERA RAMON E	3925 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948566	132426030000001000	LEONARD DINA L	3921 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948567	132426030000001100	AZEVEDO ASSE DE ALMEIDA JOSIE & JOSE TARCISIO DE ALMEIDA FILHO	3917 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948568	132426030000001200	AJODAH EDWARD B	3913 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948569	132426030000001300	BARROS VALDEGLASS S & EVELYN L P CORREA	3909 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948570	132426030000001400	HOLLAND DAVID W & SHANNON R	3905 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948571	132426030000001500	ANDERSON STEVEN W & LISA A	3901 DUVAL CT	CLERMONT	EDGEMONT	$230.72
3948572	132426030000001600	ANDRE MARINA S	17100 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948573	132426030000001700	HERRERA ALVA DIEGO A AND GENNY L ALVA	17104 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948574	132426030000001800	PASSOS RUBENS G & TATIANA A	17108 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948575	132426030000001900	MAMSA UMAIR A R	17112 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948576	132426030000002000	MENICUCCI MIRANDA SOFIA M & FRANCHESKA GARCIA DE QUEVEDO	17116 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948577	132426030000002100	LEWIS GRANT C & DAISEY R	17120 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948578	132426030000002200	COTTLE BRAD J AND AMANDA C E SCHNEIDER	17124 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948579	132426030000002300	LIBERTE CHERLINE	17128 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948580	132426030000002400	POLO MONEDERO JOSE A	17132 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948581	132426030000002500	VEDRINE JIMY & KRISTEL	17136 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948582	132426030000002600	MARCILIO PAOLA & KAYRON	17140 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948583	132426030000002700	OBRIEN MEGAN A AND LORI A FINNEGAN	17144 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948584	132426030000002800	FRANCO RICARDO A C & LUISA C MUNOZ	3672 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948585	132426030000002900	CARDONA MARIA A AND ANDREA M CRUZ	3676 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948586	132426030000003000	APRIL FAMILY TRUST	3680 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948587	132426030000003700	FINNEGAN LORI A	3708 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948588	132426030000003800	O'BRIEN REGINA A & JAMES T	3712 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948589	132426030000003900	CEDENO AVELLAN NATAHEL L & MAYRA J CHINGA TOALA	3716 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948590	132426030000004000	GRIFFIN ASHLEE N	3720 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948591	132426030000004100	ITOKAZU ADAM AND TAYLOR KELLY	3724 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948592	132426030000004200	SYANG ANDY ET AL	3728 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948593	132426030000004300	GARCIA ROJAS JOSE I & ELENA M FLORES MONTAGNE	3732 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948594	132426030000004400	RODRIGUEZ JASON	3736 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948595	132426030000004500	ASFOUR ALEX & ALEJANDRA	3740 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948596	132426030000004600	GOMEZ GUSTAVO & CARMEN L	3744 PARAGON LN	CLERMONT	EDGEMONT	$230.72

3948597	132426030000004700	Not for public record	3748 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948598	132426030000004800	ZHAO GUORONG & DING LI	3752 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948599	132426030000004900	BISSESSAR WILFRED A	3756 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948600	132426030000005000	DE PERNIA DEYSI J G & HENRY G PERNIA CONTRERAS	3760 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948601	132426030000005100	SAWH SHRIMATI	3764 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948602	132426030000005200	ZHU YIHUI & NIXI DUAN	3768 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948603	132426030000005300	GALLARDO RIVERA VICTOR G & CAMILLE C COLBERG	3772 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948604	132426030000005400	SIERRA DUQUE INVESTMENTS LLC	3776 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948605	132426030000005500	BROWN MADELINE M ET AL	3780 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948606	132426030000005600	RUIZ-ALVAREZ DANIEL AND INECLEAR LLANOS VIDAL	3784 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948607	132426030000005700	FAIZAN JG INVESTMENT LLC	3788 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948608	132426030000005800	HARPER ANTHONY M & MADISON E	3792 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948609	132426030000005900	RIQUETTO EDISOM & RAQUEL L D	3796 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948610	132426030000006000	MUNERA BRYAN & SEAN D MIDDLEBROOK	3800 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948611	132426030000006100	MILLER ANDREA S & JENNIFER L DURANTE	17085 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948612	132426030000006200	KHAYDAROV ABDUGAFUR & NIGORA KHAIDAROVA	17089 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948613	132426030000006300	DIAZ EDUARDO & JANIE L	17093 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948614	132426030000006400	OLIVEIRA CASTRO R ALVAREZ FELIPE & CIBELE A CASTRO RODRIGUEZ ALVARE	17097 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948615	132426030000006500	FLORES TAMER P	17101 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948616	132426030000006600	LOPIAN DANIEL H & VOLHA A	17105 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948617	132426030000006700	SMITH BRENDA P	17109 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948618	132426030000006800	DIAZ NILDA L ET AL	17113 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948619	132426030000006900	DA CUNHA BARROS JOAO A JR & HERICA C V DAS MERCES BARROS	17117 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948620	132426030000007000	LLOYD JENNA N & RALPH B PERKINS V	17121 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948621	132426030000007100	ACOSTA UZCATEGUI JOSE A & ANA R CAMACARO GOMEZ	17125 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948622	132426030000007200	MOLOTKY GRIFFIN T	17129 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948623	132426030000007300	NGUYEN KELLY	17133 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948624	132426030000007400	THOMAS ALEJANDRO & ANA	17137 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948625	132426030000007500	LANGE MARK S & JUSTIN W LIEBERT	17141 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948626	132426030000007600	GONGOR IDER & BOLOR PUREVDORJ	17145 EDGEMONT LN	CLERMONT	EDGEMONT	$230.72
3948627	132426030000007700	CHEETHAM KAITLIN H & ELI H	3715 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948628	132426030000007800	VILLON-IZA JENNIFER Z & OMAR G CANTOS	3719 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948629	132426030000007900	DONAWA DESRIE D AND NICOLE L DONAWA	3723 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948630	132426030000008000	GUZMAN BENJAMIN ET AL	3727 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948631	132426030000008100	GUERRERO THAIDY A & ALBERICO F DO NASCIMENTO JUNIOR	3731 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948632	132426030000008200	MEJIA ESTEVEZ JHONDER A & JENNYSBELK M LIZARRAGA FIOL	3735 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948633	132426030000008300	DOMINGUEZ WILFRIDO A	3739 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948634	132426030000008400	IRAHETA JULIO	3743 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948635	132426030000008500	COSTA JOSEPH A & HEATHER L	3747 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948636	132426030000008600	HERNANDEZ PABLO R & IRIS	3751 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948637	132426030000008700	MAURO JESSICA D	3755 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948638	132426030000008800	BALDWIN RYAN & RHEA T	3759 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948639	132426030000008900	DE VILLA SOLMARIN DULCE I	3763 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948640	132426030000009000	PECH BARROS INVESTMENTS LLC	3767 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948641	132426030000009100	CORDERO BRICENO LUIS A	3771 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3948642	132426030000009200	CUEVA JULIO C & LUZ A PEREZ	3775 PARAGON LN	CLERMONT	EDGEMONT	$230.72
3956305	132325001000000100	PILLAR CONSTRUCTION GROUP LLC	11014 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18

Exhibit A

Preliminary Assessment Roll - Internal Subdivision Roads MSBU

3956306	132325001000000200	PILLAR CONSTRUCTION GROUP LLC	11018 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956307	132325001000000300	PILLAR CONSTRUCTION GROUP LLC	11022 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956308	132325001000000400	PILLAR CONSTRUCTION GROUP LLC	11026 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956309	132325001000000500	PILLAR CONSTRUCTION GROUP LLC	11030 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956310	132325001000000600	NVR INC	11034 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956311	132325001000000700	NVR INC	11038 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956312	132325001000000800	TEJEDA VALERIE L & DANIEL R	9844 PINE MILL CT	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956313	132325001000000900	CORTES VELEZ JOSE & MANDY L RONDON	9840 PINE MILL CT	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956314	132325001000001000	WOODWARD LEIGH M	9836 PINE MILL CT	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956315	132325001000001100	DAHL BRITTANY R & BRANDON E C	9832 PINE MILL CT	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956316	132325001000001200	FLYNN SHAWN D & TERRI L	9828 PINE MILL CT	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956317	132325001000001300	BROWN JAMES J & SANDRA L	9824 PINE MILL CT	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956318	132325001000001400	NVR INC	9820 PINE MILL CT	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956319	132325001000001500	NVR INC	9816 PINE MILL CT	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956320	132325001000001600	NVR INC	9812 PINE MILL CT	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956321	132325001000001700	NVR INC	9808 PINE MILL CT	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956322	132325001000001800	NVR INC	9804 PINE MILL CT	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956323	132325001000001900	DEL FAVERO JOHN L & LARRAINE F	9800 PINE MILL CT	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956324	132325001000002000	FLETCHER AMANDA M & COREY D	11213 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956325	132325001000002100	NVR INC	11209 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956326	132325001000002200	PILLAR CONSTRUCTION GROUP LLC	11205 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956327	132325001000002300	PILLAR CONSTRUCTION GROUP LLC	11201 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956328	132325001000002400	PILLAR CONSTRUCTION GROUP LLC	11197 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956329	132325001000002500	PILLAR CONSTRUCTION GROUP LLC	11193 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956330	132325001000002600	PILLAR CONSTRUCTION GROUP LLC	11189 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956331	132325001000002700	PILLAR CONSTRUCTION GROUP LLC	11185 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956332	132325001000002800	PILLAR CONSTRUCTION GROUP LLC	11181 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956333	132325001000002900	PILLAR CONSTRUCTION GROUP LLC	11177 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956334	132325001000003000	PILLAR CONSTRUCTION GROUP LLC	11173 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956335	132325001000003100	PILLAR CONSTRUCTION GROUP LLC	11169 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956336	132325001000003200	PILLAR CONSTRUCTION GROUP LLC	11165 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956337	132325001000003300	PILLAR CONSTRUCTION GROUP LLC	11161 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956338	132325001000003400	PILLAR CONSTRUCTION GROUP LLC	11157 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956339	132325001000003500	PILLAR CONSTRUCTION GROUP LLC	11153 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956340	132325001000003600	NVR INC	11149 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956341	132325001000003700	NVR INC	11145 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956342	132325001000003800	NVR INC	11141 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956343	132325001000003900	PILLAR CONSTRUCTION GROUP LLC	11137 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956344	132325001000004000	PILLAR CONSTRUCTION GROUP LLC	11150 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956345	132325001000004100	PILLAR CONSTRUCTION GROUP LLC	11154 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956346	132325001000004200	PILLAR CONSTRUCTION GROUP LLC	11158 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956347	132325001000004300	PILLAR CONSTRUCTION GROUP LLC	11162 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956348	132325001000004400	PILLAR CONSTRUCTION GROUP LLC	11166 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956349	132325001000004500	NVR INC	11170 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956350	132325001000004600	NVR INC	11174 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956351	132325001000004700	NVR INC	11178 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956352	132325001000004800	BEASLEY MELVIN J & SIMONE C	11182 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18

3956353	132325001000004900	NVR INC	11186 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956354	132325001000005000	SANTIAGO FAMILY TRUST	11190 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956355	132325001000005100	ACKLEY CONRAD S & VICTORIA E	11194 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956356	132325001000005200	NVR INC	11198 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956357	132325001000005300	HERNANDEZ DAVID JR & ELIZABETH	11202 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956358	132325001000005400	NVR INC	11206 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956359	132325001000005500	PANSE MARCIA L & HENRY G	11210 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956360	132325001000005600	MOGEL DARRYL L & PATRICIA A	11214 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956361	132325001000005700	NVR INC	11218 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956362	132325001000005800	NVR INC	11054 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956363	132325001000005900	NVR INC	11058 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956364	132325001000006000	NVR INC	11062 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956365	132325001000006100	NVR INC	11066 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956366	132325001000006200	NVR INC	11070 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956367	132325001000006300	PILLAR CONSTRUCTION GROUP LLC	11074 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956368	132325001000006400	PILLAR CONSTRUCTION GROUP LLC	11078 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956369	132325001000006500	PILLAR CONSTRUCTION GROUP LLC	11082 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956370	132325001000006600	PILLAR CONSTRUCTION GROUP LLC	11086 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956371	132325001000006700	PILLAR CONSTRUCTION GROUP LLC	11090 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956372	132325001000006800	PILLAR CONSTRUCTION GROUP LLC	11094 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956373	132325001000006900	NVR INC	11098 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956374	132325001000007000	PILLAR CONSTRUCTION GROUP LLC	11102 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956375	132325001000007100	NVR INC	11106 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956376	132325001000007200	PILLAR CONSTRUCTION GROUP LLC	11110 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956377	132325001000007300	PILLAR CONSTRUCTION GROUP LLC	11114 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956378	132325001000007400	PILLAR CONSTRUCTION GROUP LLC	11118 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956379	132325001000007500	PILLAR CONSTRUCTION GROUP LLC	11122 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956380	132325001000007600	PILLAR CONSTRUCTION GROUP LLC	11126 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956381	132325001000007700	PILLAR CONSTRUCTION GROUP LLC	11133 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956382	132325001000007800	PILLAR CONSTRUCTION GROUP LLC	11129 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956383	132325001000007900	PILLAR CONSTRUCTION GROUP LLC	11125 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956384	132325001000008000	PILLAR CONSTRUCTION GROUP LLC	11089 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956385	132325001000008100	PILLAR CONSTRUCTION GROUP LLC	11085 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956386	132325001000008200	PILLAR CONSTRUCTION GROUP LLC	11081 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956387	132325001000008300	PILLAR CONSTRUCTION GROUP LLC	11077 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956388	132325001000008400	NVR INC	11073 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956389	132325001000008500	PILLAR CONSTRUCTION GROUP LLC	11069 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956390	132325001000008600	SUN ERNEST	11065 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956391	132325001000008700	YUEN JERRY H K & JOANNE H C	11061 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956392	132325001000008800	WEBB CORREY D & KELLIE K	11057 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956393	132325001000008900	REYES EDWIN & JENNY T ORTIZ	11053 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956394	132325001000009000	MARTINS ADIVANA & LUCIANO RIBAS DOS SANTOS	11049 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956395	132325001000009100	HOULIHAN ERIC & ERIN M	11045 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956396	132325001000009200	AGUDO RICARDO L & JACQUELINE	11041 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956397	132325001000009300	PEREZ FERNANDO & BARBARA I	11037 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956398	132325001000009400	IRWIN KATRINA L AND MEGAN N BROWN	11033 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956399	132325001000009500	NVR INC	11029 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18

Exhibit A

Preliminary Assessment Roll - Internal Subdivision Roads MSBU

3956400	132325001000009600	NVR INC	11025 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956401	132325001000009700	NVR INC	11021 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956402	132325001000009800	NVR INC	11017 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956403	132325001000009900	NVR INC	11013 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956404	132325001000010000	PILLAR CONSTRUCTION GROUP LLC	11009 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956405	132325001000010100	M T CONSTRUCTORS LLC	11005 NELLIE CROSSING CIR	CLERMONT	LAKE NELLIE CROSSING	$286.18
3956415	132325001000J00000	HARRY ALFRED SUGGS FAMILY TRUST	0 UNASSIGNED	CLERMONT	LAKE NELLIE CROSSING	$286.18
3957376	351927001000000100	FR TRAILSIDE LLC	30187 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957377	351927001000000200	FR TRAILSIDE LLC	30183 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957378	351927001000000300	FR TRAILSIDE LLC	30179 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957379	351927001000000400	FR TRAILSIDE LLC	30175 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957380	351927001000000500	HASSAN MOUSTAFA MOHAMMED A & MARILYN F BORAEI ALVAREZ	30171 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957381	351927001000000600	AUAD & SONS LLC	30167 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957382	351927001000000700	Not for public record	30163 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957383	351927001000000800	GONCALVES NARDELLI GUILHERME A D	30159 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957384	351927001000000900	CASTEL TOBLINO LLC	30155 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957385	351927001000001000	DANIEL MATTHEW L & JULIE L	30151 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957386	351927001000001100	SCHRAGEN KRISTOPHER M & KELLY A	30143 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957387	351927001000001200	JOOSSENS CHRISTINE N & TOD R	30139 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957388	351927001000001300	ASHTON ORLANDO RESIDENTIAL LLC	30135 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957389	351927001000001400	ASHTON ORLANDO RESIDENTIAL LLC	30131 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957390	351927001000001500	ASHTON ORLANDO RESIDENTIAL LLC	30127 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957391	351927001000001600	CARDOZO SALVANO J & MIRIAM L	30123 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957392	351927001000001700	ASHTON ORLANDO RESIDENTIAL LLC	30120 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957393	351927001000001800	ASHTON ORLANDO RESIDENTIAL LLC	30124 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957394	351927001000001900	ASHTON ORLANDO RESIDENTIAL LLC	30128 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957395	351927001000002000	VAUGHN BARTON W & STACEY J	30132 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957396	351927001000002100	PIRES PALMER C	30136 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957397	351927001000002200	SMITH MICHAIAH L & CARMEN A ROLLIZO	30140 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957398	351927001000002300	BAKER ZANE P & JESSICA R POLIZZI	30144 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957399	351927001000002400	TAHA MUHAMMAD ET AL	22105 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957400	351927001000002500	DE SOUZA SAULO A & PRICILA S M A SO	22109 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957401	351927001000002600	CRUZ ANTHONY R & ADEL H	22113 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957402	351927001000002700	MARQUARDT AARON J & JACQUELINE M	22117 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957403	351927001000002800	NUNZIATO FAMILY REVOCABLE LIVING TRUST	22121 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957404	351927001000002900	HENRY CHRISTEN N & MATTHEW T	30150 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957405	351927001000003000	BARILLAS LLOPIZ LAIZA & MARCO A BARILLAS CALVERIA	30154 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957406	351927001000003100	ASHTON ORLANDO RESIDENTIAL LLC	30158 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957407	351927001000003200	STANFORD TAYLOR C & RILEY R WILLIAMS	30162 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957408	351927001000003300	ALLEN MITCHELL R	30166 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957409	351927001000003400	RADHAMMA ANIL K A N	30170 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957410	351927001000003500	FR TRAILSIDE LLC	30174 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957411	351927001000003600	ASHTON ORLANDO RESIDENTIAL LLC	30178 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957412	351927001000003700	ASHTON ORLANDO RESIDENTIAL LLC	30182 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957413	351927001000003800	ASHTON ORLANDO RESIDENTIAL LLC	30186 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957414	351927001000003900	FR TRAILSIDE LLC	30140 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957415	351927001000004000	FR TRAILSIDE LLC	30136 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35

3957416	351927001000004100	FR TRAILSIDE LLC	30132 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957417	351927001000004200	FR TRAILSIDE LLC	30128 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957418	351927001000004300	MONTANO DIAZ LARIANA	30124 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957419	351927001000004400	KILBRIDE KENNETH W & MARGARET M	30120 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957420	351927001000004500	ASHTON ORLANDO RESIDENTIAL LLC	30116 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957421	351927001000004600	HAYE JAIME V AND ZACHARY M KULICS	30112 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957422	351927001000004700	TAPIA MATA ANGEL A & ARASELY Y TAPIA	30108 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957423	351927001000004800	MARTELL CAREY G & JEREMY M LANGFORD	30104 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957424	351927001000004900	ASHTON ORLANDO RESIDENTIAL LLC	30105 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957425	351927001000005000	MENDEZ SOTO KRYSTEL & HECTOR A MONTANO DIAZ	30109 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957426	351927001000005100	GONZALEZ CHRISTOPHER B & ELISA	30113 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957427	351927001000005200	KING ADAM H & VICTORIA	30117 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957428	351927001000005300	ASHTON ORLANDO RESIDENTIAL LLC	30121 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957429	351927001000005400	SELCUK BRANDON B & LEEZA H JIMENEZ	30125 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957430	351927001000005500	ASHTON ORLANDO RESIDENTIAL LLC	30129 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957431	351927001000005600	SAINT HILAIRE JOSEPH S & VICTORIA D	30133 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957432	351927001000005700	ASHTON ORLANDO RESIDENTIAL LLC	30137 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957433	351927001000005800	ASHTON ORLANDO RESIDENTIAL LLC	30141 MISTY PINES RD	MT DORA	TRAILSIDE	$272.35
3957434	351927001000006900	BOUAZIZI ZACKERY R & TAYLOR RENE-	22125 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957435	351927001000007000	HUBER SCOTT & SARAH ANN	22129 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957436	351927001000007100	ANSARI SAMRA & ROBERT R EVERIDGE III	22133 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957437	351927001000007200	DEPUTY DUSTIN W & MELISSA L	22137 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957438	351927001000007300	SHEEHAN KAREN K & PAUL W LIFE ESTATE	22141 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957439	351927001000007400	BROOKER CASEY L & KORY D	22145 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957440	351927001000007500	LIVINGSTON DEREK M & NICOLE L	22149 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957441	351927001000007600	MASHBURN CHRISTOPHER W AND MEGAN M PIPPIN	22153 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957442	351927001000007700	ASHTON ORLANDO RESIDENTIAL LLC	22157 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957443	351927001000007800	ASHTON ORLANDO RESIDENTIAL LLC	22156 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957444	351927001000007900	ASHTON ORLANDO RESIDENTIAL LLC	22154 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957445	351927001000008000	ASHTON ORLANDO RESIDENTIAL LLC	22150 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957446	351927001000008100	ASHTON ORLANDO RESIDENTIAL LLC	22146 AMBERBUSH CT	MT DORA	TRAILSIDE	$272.35
3957447	351927001000013100	FR TRAILSIDE LLC	30391 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957448	351927001000013200	FR TRAILSIDE LLC	30387 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957449	351927001000013300	FR TRAILSIDE LLC	30383 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957450	351927001000013400	FR TRAILSIDE LLC	30379 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957451	351927001000013500	DRB GROUP FLORIDA LLC	30375 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957452	351927001000013600	DRB GROUP FLORIDA LLC	30371 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957453	351927001000013700	DRB GROUP FLORIDA LLC	30367 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957454	351927001000013800	DRB GROUP FLORIDA LLC	30363 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957455	351927001000013900	DRB GROUP FLORIDA LLC	30359 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957456	351927001000014000	DRB GROUP FLORIDA LLC	30355 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957457	351927001000014100	DRB GROUP FLORIDA LLC	30349 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957458	351927001000014200	DRB GROUP FLORIDA LLC	30345 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957459	351927001000014300	DRB GROUP FLORIDA LLC	30341 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957460	351927001000014400	DRB GROUP FLORIDA LLC	30337 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957461	351927001000014500	DRB GROUP FLORIDA LLC	30333 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957462	351927001000014600	DRB GROUP FLORIDA LLC	30329 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35

Exhibit A

Preliminary Assessment Roll - Internal Subdivision Roads MSBU

3957463	351927001000014700	DRB GROUP FLORIDA LLC	30325 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957464	351927001000014800	DRB GROUP FLORIDA LLC	30321 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957465	351927001000014900	DRB GROUP FLORIDA LLC	30317 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957466	351927001000015000	DRB GROUP FLORIDA LLC	30313 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957467	351927001000015100	DRB GROUP FLORIDA LLC	30309 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957468	351927001000015200	DRB GROUP FLORIDA LLC	30305 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957469	351927001000015300	DRB GROUP FLORIDA LLC	30301 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957470	351927001000015400	DRB GROUP FLORIDA LLC	30297 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957471	351927001000015500	DRB GROUP FLORIDA LLC	30306 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957472	351927001000015600	DRB GROUP FLORIDA LLC	30310 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957473	351927001000015700	DRB GROUP FLORIDA LLC	30314 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957474	351927001000015800	DRB GROUP FLORIDA LLC	30318 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957475	351927001000015900	DRB GROUP FLORIDA LLC	30322 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957476	351927001000016000	DRB GROUP FLORIDA LLC	30326 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957477	351927001000016100	HILLIKER RICHARD D & SARAHI	30330 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957478	351927001000016200	DRB GROUP FLORIDA LLC	30334 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957479	351927001000016300	SANDER GARRETT R	30338 EMERALD FOREST DR	MT DORA	TRAILSIDE	$272.35
3957480	351927001000016400	DRB GROUP FLORIDA LLC	30305 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957481	351927001000016500	DRB GROUP FLORIDA LLC	30301 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957482	351927001000016600	ZICK LARRY W & HOPE L RILEY	30297 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957483	351927001000016700	DRB GROUP FLORIDA LLC	30293 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957484	351927001000016800	TRUST NUMBER 1186	30289 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957485	351927001000016900	VEGA LAURA AND FRANK MARTINEZ	30285 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957486	351927001000017000	NOEL NADIA J & PAUL A	30281 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957487	351927001000017100	DRB GROUP FLORIDA LLC	30277 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957488	351927001000017200	DRB GROUP FLORIDA LLC	30273 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957489	351927001000017300	LINDSEY DERRICK J	30269 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957490	351927001000017400	DRB GROUP FLORIDA LLC	30265 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957491	351927001000024400	DRB GROUP FLORIDA LLC	30253 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957492	351927001000024500	DRB GROUP FLORIDA LLC	30249 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957493	351927001000024600	DRB GROUP FLORIDA LLC	30245 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957494	351927001000024700	DRB GROUP FLORIDA LLC	30241 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957495	351927001000024800	DRB GROUP FLORIDA LLC	30237 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957496	351927001000024900	DRB GROUP FLORIDA LLC	30233 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957497	351927001000025000	DRB GROUP FLORIDA LLC	30229 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957498	351927001000025100	DRB GROUP FLORIDA LLC	30225 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957499	351927001000025200	DRB GROUP FLORIDA LLC	30221 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957500	351927001000025300	DRB GROUP FLORIDA LLC	30217 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957501	351927001000025400	DRB GROUP FLORIDA LLC	30213 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957502	351927001000025500	ASHTON ORLANDO RESIDENTIAL LLC	30209 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957503	351927001000025600	ASHTON ORLANDO RESIDENTIAL LLC	30205 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35
3957504	351927001000025700	FR TRAILSIDE LLC	30201 RUSTIC MILL ST	MT DORA	TRAILSIDE	$272.35

EXHIBIT B

NOTICE OF PUBLIC HEARING TO
ADOPT A NON-AD VALOREM ASSESSMENT ROLL
FOR "MAINTENANCE OF INTERNAL SUBDIVISION ROADS
MUNICIPAL SERVICE BENEFIT UNIT"
FOR GENERAL MUNICIPAL SERVICES

(SPECIAL ASSESSMENT FOR MUNICIPAL SERVICES ON COMBINED
REAL PROPERTY TAX - NON-AD VALOREM ASSESSMENT BILL)

Pursuant to Section 197.3632, Florida Statutes, notice is hereby given that the Board of County Commissioners of Lake County, Florida, shall conduct a public hearing to adopt a non-ad valorem assessment roll imposing non-ad valorem assessments against certain parcels of property within the "Maintenance of Internal Subdivision Roads Municipal Service Benefit Unit", as shown in the map below, pursuant to Lake County Ordinance 2023-59 and Resolution 2023-115.

The public hearing shall be held on September 8, 2026, in the County Commission Meeting Room, Second Floor, Administration Building located at 315 West Main Street, Tavares, Florida beginning at 9:00 a.m., or as soon thereafter as possible.

The non-ad valorem assessment roll has been proposed to fund the costs of general municipal services within the "Maintenance of Internal Subdivision Municipal Service Benefit Unit". The assessment shall be collected on a per parcel basis based on the proposed non-ad valorem assessment rate schedule per fiscal year which runs from October 1 through September 30:

Fiscal Year 2027 Edgemont Subdivision $230.72

Fiscal Year 2027 Lake Nellie Crossing Subdivision $286.18

Fiscal Year 2027 Trailside Subdivision $272.35

Assessments shall be payable on an annual basis beginning with the 2027 real

property tax bill and shall be collected by the Lake County Tax Collector. Failure to pay the assessment shall cause a tax certificate to be issued against the assessed property, which may result in a loss of title.

Pursuant to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made with respect to any matter considered at this public hearing, such person shall need a record of proceedings and, for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence on which the appeal is to be based.

All affected property owners have a right to appear at the public hearing and the right to file written objections with the Lake County Board of County Commissioners within twenty (20) days of this notice.

Persons with disabilities needing assistance to participate in any of the proceedings should contact the Office of Facilities Management at (352) 343-9760, 48 hours in advance of the meeting.

A copy of the proposed non-ad valorem assessment roll is available for inspection in the County Administrative Building, 315 W. Main Street, Suite 510, Tavares, Florida.

If you have any questions, please contact Erik Shinkle at (352) 253-9030.

INSTRUMENT#: 2023099195 OR BK 6194 PG 1719 PAGES: 1 8/15/2023 2:00:34 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $10.00

Prepared By and Return to:
Lake County Public Works Department
P.O. Box 7800
Tavares, FL 32778

NOTICE OF TAX ASSESSMENT FOR MUNICIPAL SERVICES BENEFIT UNITS
FOR SUBDIVISION ROAD IMPROVEMENTS

Subdivision Name: Edgemont
Recording Information: Plat Book 82 Page 3
Official Records of Lake County, Florida.

Levying Authority: Lake County, Florida
Address: 315 West Main Street, P.O. Box 7800, Tavares, FL 32778

Pursuant to Section 695.01(3), Florida Statutes, and Section 695.26, Florida Statutes, this Notice of Tax Assessment for Road Improvements, is being recorded to provide notice that all properties located within the above-referenced Subdivision, shall be subject to a Municipal Services Benefit Unit (MSBU) for the provision of internal residential subdivision roads.

A MSBU is established by ordinance and authorized by Section 125.01(q), Florida Statutes. The MSBU will levy a non-ad valorem assessment to all current and future property owners within the Subdivision which will be an additional fee on each property owners' annual property tax bill. Once an MSBU is created and placed on the annual property tax bill, current and future owners of the above referenced Property are hereby notified that failure to pay the assessment will cause a tax certificate to be issued against the Property which may result in a loss of title.

BY SIGNING BELOW, THE SUBDIVISION DEVELOPER, ITS SUCCESSORS AND ASSIGNS, HEREBY CONSENTS TO THE CREATION OF THE MSBU AGAINST ALL PROPERTIES WITHIN THE ABOVE-NAMED SUBDIVISION. THE DEVELOPER ACKNOWLEDGES THAT THIS CREATES AN ADDITIONAL ASSESSMENT ON ANY AND ALL UPCOMING PROPERTY TAX BILLS SO LONG AS THE SUBDIVISION REMAINS IN PLACE. THIS NOTICE IS BEING RECORDED IN PUBLIC RECORD TO INFORM ALL FUTURE PROPERTY OWNERS OF THIS ADDITIONAL PROPERTY ASSESSMENT.

Witness: KC
Print Name: KARLA R. CUEVAS

Witness:
Print Name: ABIGAIL TALBOT

SUBDIVISION DEVELOPER:
By: _____
(SIGNATURE)
Printed Name: Timothy P. Hultgren
Title: Vice President
Company Name: D.R. Horton

This 31st day of July, 2023.

State of Florida
County of Osceola

SWORN TO and subscribed before me by means of ☑ physical presence or ☐ online notarization this 31 day of July, 2023, by Timothy P. Hultgren as the Vice President of D.R. Horton, who is personally known to me or has produced N/A as identification.

(SEAL)

Tatiana C. Ross
Notary Public
State of Florida
Comm# HH79683
Expires 11/16/2024

Notary Public (Signature)
Print Name: Tatiana Ross
My Commission Expires 11/16/2024

Return to: Deb Marchese
Public Works

INSTRUMENT #2024121908
OR BK 6416 PG 428 - 428 (1 PGS)
DATE: 10/18/2024 3:30:54 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $10.00

Prepared By and Return to:
Lake County Public Works Department
P.O. Box 7800
Tavares, FL 32778

NOTICE OF TAX ASSESSMENT FOR MUNICIPAL SERVICES BENEFIT UNITS
FOR SUBDIVISION ROAD IMPROVEMENTS

Subdivision Name: LAKE NELLIE CROSSING
Recording Information: Plat Book 85 Page 13
Official Records of Lake County, Florida.

Levying Authority: Lake County, Florida
Address: 315 West Main Street, P.O. Box 7800, Tavares, FL 32778

Pursuant to Section 695.01(3), Florida Statutes, and Section 695.26, Florida Statutes, this Notice of Tax Assessment for Road Improvements, is being recorded to provide notice that all properties located within the above-referenced Subdivision, shall be subject to a Municipal Services Benefit Unit (MSBU) for the provision of internal residential subdivision roads.

A MSBU is established by ordinance and authorized by Section 125.01(q), Florida Statutes. The MSBU will levy a non-ad valorem assessment to all current and future property owners within the Subdivision which will be an additional fee on each property owners' annual property tax bill. Once an MSBU is created and placed on the annual property tax bill, current and future owners of the above referenced Property are hereby notified that failure to pay the assessment will cause a tax certificate to be issued against the Property which may result in a loss of title.

BY SIGNING BELOW, THE SUBDIVISION DEVELOPER, ITS SUCCESSORS AND ASSIGNS, HEREBY CONSENTS TO THE CREATION OF THE MSBU AGAINST ALL PROPERTIES WITHIN THE ABOVE-NAMED SUBDIVISION. THE DEVELOPER ACKNOWLEDGES THAT THIS CREATES AN ADDITIONAL ASSESSMENT ON ANY AND ALL UPCOMING PROPERTY TAX BILLS SO LONG AS THE SUBDIVISION REMAINS IN PLACE. THIS NOTICE IS BEING RECORDED IN PUBLIC RECORD TO INFORM ALL FUTURE PROPERTY OWNERS OF THIS ADDITIONAL PROPERTY ASSESSMENT.

Witness: _____
Print Name: Desiree DeLellis

Witness: _____
Print Name: Astrid Lease

SUBDIVISION DEVELOPER:
By: _____ (SIGNATURE)
Printed Name: LILY BOUTROS
Title: Manager
Company Name: PILLAR CONSTRUCTION GROUP, LLC

This 5TH day of MARCH, ~~2023.~~ 2024

State of Florida
County of LAKE

SWORN TO and subscribed before me by means of ☑ physical presence or ☐ online notarization this 5TH day of MARCH, ~~2023~~ 2024, by LILY ANN BOUTROS as the MANAGER of PILLAR CONSTRUCTION GROUP LLC, who is personally known to me or has produced FL DL as identification.

(SEAL)

PAUL AARON WILLIS
NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES JAN. 20, 2025
COMMISSION NO. HH 83013

_____
Notary Public (Signature)
Print Name: PAUL AARON WILLIS
My Commission Expires JAN 20 2025

INSTRUMENT#: 2025069830 OR BK 6540 PG 2411 PAGES: 1 6/5/2025 2:08:41 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $10.00

Prepared By and Return to:
Lake County Public Works Department
P.O. Box 7800
Tavares, FL 32778

NOTICE OF TAX ASSESSMENT FOR MUNICIPAL SERVICES BENEFIT UNITS
FOR SUBDIVISION ROAD IMPROVEMENTS

Subdivision Name:	**TRAILSIDE PHASE 1**
Recording Information:	Plat Book 85, Pages 58 through 67, Official Records of Lake County, Florida
Levying Authority:	Lake County, Florida
Address:	315 West Main Street, P.O. Box 7800, Tavares, FL 32778

Pursuant to Section 695.01(3), Florida Statutes, and Section 695.26, Florida Statutes, this Notice of Tax Assessment for Road Improvements, is being recorded to provide notice that all properties located within the above-referenced Subdivision, shall be subject to a Municipal Services Benefit Unit (MSBU) for the provision of internal residential subdivision roads.

A MSBU is established by ordinance and authorized by Section 125.01(q), Florida Statutes. The MSBU will levy a non-ad valorem assessment to all current and future property owners within the Subdivision which will be an additional fee on each property owners' annual property tax bill. Once an MSBU is created and placed on the annual property tax bill, current and future owners of the above referenced Property are hereby notified that failure to pay the assessment will cause a tax certificate to be issued against the Property which may result in a loss of title.

BY SIGNING BELOW, THE SUBDIVISION DEVELOPER, ITS SUCCESSORS AND ASSIGNS, HEREBY CONSENTS TO THE CREATION OF THE MSBU AGAINST ALL PROPERTIES WITHIN THE ABOVE-NAMED SUBDIVISION. THE DEVELOPER ACKNOWLEDGES THAT THIS CREATES AN ADDITIONAL ASSESSMENT ON ANY AND ALL UPCOMING PROPERTY TAX BILLS SO LONG AS THE SUBDIVISION REMAINS IN PLACE. THIS NOTICE IS BEING RECORDED IN PUBLIC RECORD TO INFORM ALL FUTURE PROPERTY OWNERS OF THIS ADDITIONAL PROPERTY ASSESSMENT.

Witnesses:

Sign: _____
Print Name: Bridget Curley
Address: 1064 Greenwood Blvd Suite 124 Lake Mary FL 32746

Sign: _____
Print Name: Traci R Green
Address: 1064 Greenwood Blvd Suite #124, Lake Mary, FL 32746

SUBDIVISION DEVELOPER:

FR TRAILSIDE, LLC, a Delaware limited liability company

By: ASHTON ORLANDO RESIDENTIAL, LLC, a Nevada limited liability company, by virtue of that certain unrevoked Power of Attorney and Limited Agency Authorization, dated August 19, 2022

By: _____
JACK TRAYNOR, Authorized Signatory

STATE OF FLORIDA
COUNTY OF SEMINOLE

SWORN TO and subscribed before me by means of ☑ physical presence or ☐ online notarization this 2nd day of June, 2025, by JACK TRAYNOR, Authorized Signatory for ASHTON ORLANDO RESIDENTIAL, LLC, a Nevada limited liability company, on behalf of FR TRAILSIDE, LLC, a Delaware limited liability company, by virtue of that certain unrevoked Power of Attorney and Limited Agency Authorization, dated August 19, 2022, who is personally known to me, or has produced _____ as identification.

(SEAL)

Notary Public State of Florida
Traci R Green
My Commission HH 334622
Expires 12/15/2026

Sign: _____
Notary Public, State of Florida
Print Name: Traci R Green
My Commission Expires: 12/15/2026

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

DATE: 05/20/2026

MEETING DATE: 6/23/2026

ITEM TYPE: Presentation

ITEM ID: 42990

TO: Jennifer Barker, County Manager

THRU: Jeffrey Earhart, Engineering & Operations Director - Central District

BY: Erik Shinkle, MSBU Subdivision Coordinator

SUBJECT: Fiscal Year 2027 Distributed Wastewater Treatment System Municipal Service Benefit Unit Initial Assessment Resolution

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RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval for adoption of the Initial Assessment Resolution, which initiates the annual process for the preparation of the Distributed Wastewater Treatment System (DWTS) Municipal Service Benefit Unit Assessment Roll, authorizes the publication of the advertisement for September 8, 2026, Public Hearing, provides direction to notify all affected parties of the proposed rate, and directs the imposition of the DWTS Municipal Service Benefit Unit fee for the Fiscal Year beginning October 1, 2026.

The estimated fiscal impact for Fiscal Year 2027 is $68,619.60 (revenue).

BACKGROUND SUMMARY: Annually, the Board of County Commissioners (Board) is required to adopt the Initial Assessment Resolution of the Distributed Wastewater Treatment Sytem (DWTS) Municipal Service Benefit Unit for the following year. The rate must be adopted at a public hearing held on or before September 15, 2026. While the rates are formally adopted at the public hearing, Chapter 21 of the Lake County Code requires an Initial Assessment Resolution to be approved for the continuance of the installation and maintenance of the DWTS Municipal Service Benefit Unit Assessment. The residential assessment is imposed against improved residential property in unincorporated Lake County. It is billed annually as a non-ad valorem assessment on the annual tax bill. For residential purposes, it is an all-inclusive fee that provides for the installation and maintenance of the Distributed Wastewater Treatment System.

As allowed in the contract between Lake County and Onsyte Performance, LLC, as well as the Application signed by all applicants, the Contractor may, on an annual basis, increase the monthly maintenance fee to an amount which will not exceed the greater of 3 percent or the year-over-year increase in the Consumer Price Index. The assessment proposes that the monthly maintenance fee will be increased 3 percent over last year's assessment.

The Resolution provides for:

- A method of apportioning the DWTS costs and maintenance of improved residential property;
- The maximum rate for the assessments is $700.20 per property, which includes the 3 percent increase;
- The preparation of a DWTS Municipal Service Benefit Unit initial assessment roll; and
- Authorization of a September 8, 2026, 9:00 a.m. Public Hearing and provision of notice thereof, and an effective date.

Fiscal Impact: $68,619.60 (revenue)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
MSBU-DWTS	1490	5056231	329550		$68,619.60

Advertised Date: Paper:

Attachments:

1.	DWTS Resolution

STAFF APPROVALS AND DATES:

Erik Shinkle	Created/Initiated - 05/20/2026
Michelle Wilkinson	Approved - 05/20/2026
David Hill	Approved - 05/26/2026
Kerri Andrews	Approved - 05/29/2026
Jeffrey Earhart	Approved - 06/01/2026
Roberto Bonilla	Approved - 06/02/2026
Ron Falanga	Approved - 06/02/2026
Kandace Pourbaix	Approved - 06/02/2026
Miranda Lanoue	Approved - 06/02/2026
Jaime Stewart	Approved - 06/02/2026
Rachel Bartolowits	Approved - 06/09/2026
Melanie Marsh	Approved - 06/12/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

ACTION TAKEN BY BOARD:

Continued/Deferred

Action: New Until:

Other:

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; ADOPTING THE INITIAL ASSESSMENT RESOLUTION FOR THE DISTRIBUTED WASTEWATER TREATMENT SYSTEM MUNICIPAL SERVICES BENEFIT UNIT IN LAKE COUNTY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS AS TO THE NEED FOR THE NON-AD VALOREM ASSESSMENT OF LEVY AND BENEFITS ACCRUED; PROVIDING FOR AMOUNT TO BE COLLECTED; MAKING A DETERMINATION OF BENEFITS AND METHOD OF ASSESSMENT; PROVIDING FOR NOTICE OF PUBLICATION; PROVIDING FOR A METHOD OF PAYMENT OF NON-AD VALOREM ASSESSMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 20, 2022, the Board of County Commissioners adopted Resolution 2022-58, which expressed the intent of Lake County to use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments provided for in Chapter 197, Florida Statutes, Section 197.3632, for the Collection of Non-Ad Valorem Assessments associated with the Distributed Wastewater Treatment Systems Municipal Services Benefit Unit (MSBU) established by the Board pursuant to Ordinance 2023-43; and

WHEREAS, certified copies of the resolution were forwarded to the Property Appraiser, Tax Collector, and State of Florida Department of Revenue, as required by Section 197.3632; and

WHEREAS, Lake County has entered into an Interlocal Agreement with the Property Appraiser and Tax Collector pursuant to Section 197.3632(2), Florida Statutes; and

WHEREAS, the imposition of a non-ad valorem assessment is an equitable and efficient method of allocating and apportioning the assessment cost among certain parcels of improved residential property; and

WHEREAS, the Board of County Commissioners desires to utilize the non-ad valorem assessment program for this MSBU for Real Property Tax Year 2027; and

WHEREAS, a public hearing will be held on September 8, 2026, and comments and objections of all interested persons will be heard and considered as required by the Ordinance;

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

SECTION 1. AUTHORITY. This Initial Assessment Resolution is adopted pursuant to the provisions of Chapter 20, Lake County Code, and Chapter 125, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS REGARDING NEED FOR NON-AD VALOREM MUNICIPAL SERVICES BENEFIT UNIT LEVY AND BENEFITS ACCRUED.

A. The levy of a non-ad valorem assessment for the maintenance of distributed wastewater treatment systems, located in unincorporated Lake County is necessary to ensure that all residents who are specially benefitted from utilizing said facilities and services equitably share the cost of those services.

B. The non-ad valorem assessment imposed on each lot located within unincorporated Lake County will be the same amount.

SECTION 3. TOTAL AMOUNT TO BE COLLECTED. The total amount of revenue to be collected by this assessment from all property owners subject to the assessment will be $68,619.60 for Fiscal Year 2027.

SECTION 4. DETERMINATION OF BENEFITS AND METHOD OF ASSESSMENT. The Board of County Commissioners hereby determines that assessments will be made on a per distributed wastewater treatment system, and that the assessment imposed on each system will be the same amount. The unit of measurement to be applied against each property is $700.20 per year as shown in the Non-Ad Valorem Assessment Roll.

SECTION 5. NON-AD VALOREM ASSESSMENT ROLL. The Initial Non-Ad Valorem Assessment Roll for the Distributed Wastewater Treatment System MSBU attached hereto and incorporated herein as **Exhibit A**, is hereby approved.

SECTION 6. NOTICE BY PUBLICATION. The County Manager, or a designee, shall publish a notice, as required by Section 197.3632, Florida Statutes, in substantially the form attached hereto as **Exhibit B**. Such notice shall be published no later than August 19, 2026, in a newspaper generally circulated in Lake County.

SECTION 7. NOTICE BY MAIL. The County Manager, or a designee, shall provide notice by first class mail to the owner of each parcel of improved property subject to the Distributed Wastewater Treatment Systems MSBU, as required by Section 197.3632, Florida Statutes. Such notices shall be mailed no later than August 24, 2026.

SECTION 8. METHOD OF PAYMENT OF NON-AD VALOREM ASSESSMENTS. The Non-Ad Valorem Assessments will be collected pursuant to the uniform method provided in Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes.

SECTION 9. EFFECTIVE DATE OF ASSESSMENT ROLL. The Non-Ad Valorem Assessment Roll shall be effective October 1, 2026.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

DONE AND RESOLVED this _____ day of June, 2026

BOARD OF COUNTY COMMISSIONERS
OF 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

Preliminary Assessment Roll - Distributed Wastewater Treatment System MSBU

Alternate Key	Parcel ID Number	Owner 1 Last Name	Owner 1 First Name	Address 1	City	Installation Date	Shortened Legal Description	Amount
3962553	24-20-26-0003-000-02600	N/A	N/A	26201 CR 448A	Mount Dora	6/11/2024	FROM THE WEST 1/4 CORNER OF SECTION 24 TOWNSHIP 20 SOUTH RANGE 26 EAST RUN SOUTH 89-53-22 EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1792.56 FEET TO THE WESTERLY EASEMENT LINE OF LAKE LENA LANE, SOUTH 18-41-01 EAST ALONG SAID WESTERLY LINE 577.10 FEET---- ORB 6695 PG 2281	$700.20
1534666	25-19-26-1100-033-02300	Ricci	Susan	2437 Southland Road	Mount Dora	7/25/2023	SYLVAN SHORES LOTS 23, 24, BLK 33 PB 9 PG 56 ORB 635 PG 162, ORB 2197 PG 1909	$700.20
1406536	11-18-26-0004-000-02701	Lenker	Michael	40314 Babb Road	Umatilla	8/17/2023	BEG ON W LINE OF SE 1/4 AT A PT 1314.77 FT N OF SW COR OF SE 1/4, RUN N 655.39 FT, E TO LAKE CRESCENT, BEG AGAIN AT POB, RUN N 47DEG 09MIN 47SEC E 36.8 FT, N PARALLEL TO W LINE OF SE 1/4 182.25 FT, N 44DEG 12MIN 20SEC E TO LAKE, NW'LY ALONG LAKE TO INTERSECT FIRST LINE ORB 5865 PG 589	$700.20
1534658	25-19-26-1100-033-02100	Belden	Denny	2469 Southland Road	Mount Dora	1/9/2024	SYLVAN SHORES LOTS 21, 22, BLK 33 PB 9 PG 56 ORB 3748 PG 1713	$700.20
1683165	17-20-25-0300-000-00400	Nardolillo	Kristen	7 Live Oak Avenue	Yalaha	1/25/2024	SPRINGS BATH & YACHT CLUB UNIT 1 LOT 4 PB 14 PG 27 ORB 5790 PG 239	$700.20
1402743	11-20-26-0100-000-03800	Largel	Lucas	27719 Lois Drive	Tavares	1/3/2024	VENETIAN VILLAGE LOT 38 PB 13 PG 57 ORB 6464 PG 1640	$700.20
3827680	11-19-25-1900-000-03900	Coleman	Latoya	34218 Shadewood Circle	Leesburg	1/23/2024	SILVERWOOD PB 52 PG 34-36 LOT 39 ORB 4821 PG 413	$700.20
2541831	25-19-26-0001-000-03000	Ward	Brian	1686 Gertrude Place	Mount Dora	1/12/2024	FROM SW COR OF LOT 8, SYLVAN SHORES POINT RUN S 0DEG 15MIN E 225 FT, S 2DEG 34MIN W 50 FT, S 10SEG 55MIN W 50 FT FOR POB, RUN S 19DEG 31MIN W 50 FT, S 28DEG 25MIN W 50 FT, S 60DEG 51MIN 55SEC E TO WATERS OF LAKE GERTRUDE, N'LY ALONG LAKE TO A PT S 62DEG 08MIN E OF POB, N 62DEG O8MIN W TO POB ORB 4924 PG 105 ORB 5964 PG 1874 ORB 6187 PG 696	$700.20

Exhibit A

Preliminary Assessment Roll - Distributed Wastewater Treatment System MSBU

1708648	17-19-27-0002-000-02900	Robbins	Kristopher	33721 East Lake Joanna Drive	Eustis	4/30/2024	FROM MOST NE'LY COR OF LOT 205 OF BELLEAUX ESTATES SUB RUN NE'LY ALONG W'LY R/W LINE OF JOANNA DRIVE 900 FT FOR POB, CONT NE'LY ALONG THE EXTENSION OF AFORESAID LINE 347.68 FT TO PT A, BEG AGAIN AT POB, RUN NW'LY PERPENDICULAR TO AFORESAID W'LY R/W LINE OF JOANNA DRIVE 459 FT, E'LY 575.81 FT TO PT A--LESS FROM NE'LY COR OF LOT 205 OF BELLEAUX ESTATES SUR RUN NE'LY ALONG W'LY R/W LINE OF JOANNA DR 900 FT FOR POB, RUN NW'LY PERPENDICULAR TO AFORESAID W'LY LINE OF JOANNA DR 459 FT & PT A, RETURN TO POB, RUN NE'LY ALONG W'LY R/W LINE 8.8 FT, NW'LY PERPENDICULAR TO THE AFORESAID W'LY LINE OF JOANNA DR TO A PT LYING E OF PT A, W TO PT A-- ORB 6334 PG 2206	$700.20
3844487	13-18-24-0522-00C-01500	Krug	Jeffrey	38933 Harborwoods Place	Lady Lake	5/6/2024	HARBOR HILLS PHASE 5 PB 56 PG 66-71 LOT 15 BLK C ORB 6260 PG 703	$700.20
2670509	26-22-26-0003-000-00903	Parker	Zachary	16305 Sherman Drive	Clermont	8/14/2024	BEG ON N R/W OF CO RD THAT IS 517 FT E & 25 FT N OF SW COR OF SE 1/4 OF SW 1/4, RUN W 110 FT, N 45 FT, N 22-0-0 E 118.64 FT TO A PT THAT IS 180 FT N OF S LINE OF SEC, E TO A PT 180 FT N OF SE COR OF SE 1/4 OF SW 1/4, S 12.5 FT, W TO A PT THAT IS N 27-0-0 E OF POB, S 27-0-0 W 159.93 FT TO POB ORB 6058 PG 1640	$700.20
2614501	22-21-26-0004-000-00905	Wells	John	15518 Lake Apopka Road	Clermont	5/8/2024	FROM SW COR OF GOV LOT 13 RUN N 0DEG 30MIN W 248.05 FT, N 47 DEG 32MIN 163.39 FT TO POB, RUN N 0DEG 30MIN W TO CENTER OF CANAL, SE'LY ALONG CENTER OF CANAL TO LAKE APOPKA BEING PT A, RET TO POB & RUN N 47DEG 32MIN E 110.25 FT, S 42DEG 28MIN E 170 FT, N 47DEG 32MIN E 75 FT, E TO LAKE, N'LY ALONG LAKE TO PT A ORB 6012 PG 2114	$700.20
3864756	11-23-25-1630-000-01700	Martinez	Jose	10001 Peliseur Court	Clermont	7/5/2024	PILLAR'S RIDGE PB 62 PG 15-16 LOT 17 ORB 3878 PG 1483 ORB 3990 PG 1701 ORB 4174 PG 2011 ORB 4603 PG 837	$700.20
3440463	22-22-26-0510-000-31200	Irizarry	Rafael	14209 Kensington Court	Clermont	7/30/2024	GREATER HILLS PHASE 3 SUB LOT 312 PB 32 PGS 88-90 ORB 4802 PG 1727	$700.20
1695236	31-21-25-0300-155-00000	Gibson	Chandra	18301 Rose Street	Groveland	7/5/2024	VILLA CITY FROM SW COR OF NW 1/4 OF SE 1/4 OF SEC 31-21-25 RUN N 89-15-05 E 520 FT, N 0-27-50 W 25 FT FOR POB, N 89-15-05 E 150 FT, N 0-27-50 W 305 FT, S 89-15-05 W 150 FT, S 0-27-50 E 305 FT TO POB, BEING PART OF BLK 155 PB 1 PG 31 ORB 5150 PG 244	$700.20

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Preliminary Assessment Roll - Distributed Wastewater Treatment System MSBU

1328098	06-09-26-0200-005-07500	Freeman	Michael	12802 Blue Heron Way	Leesburg	8/14/2024	HARBOR SHORES UNIT 2 LOT 75--LESS W 36.12 FT--LOT 76 BLK 5 PB 17 PG 8 ORB 5868 PG 332	$700.20
1757029	14-18-26-0002-000-03000	Julich	Jeffory	39839 Babb Road	Umatilla	7/30/2024	BEG A NE COR OF NE 1/4 OF NW 1/4, RUN W 355 FT, S 197.5 FT, W 10 FT, S TO S LINE OF SAID NE 1/4 OF NW 1/4, THENCE E 365 FT TO SE COR OF SAID NE 1/4 OF NW 1/4, N TO POB ORB 1810 PG 349 ORB 6493 PG 1099	$700.20
1394694	35-19-26-0300-000-01300	Norman	Daniel	4097 Lakeshore Drifve	Mount Dora	8/14/2024	DAVENPORT PARK LOT 13 PB 15 PG 46 ORB 4287 PG 473	$700.20
3789495	08-23-26-1900-000-00600	Holton	Johanne	13018 Sunwood Court	Clermont	12/9/2024	SUNBURST ESTATES PHASE I SUB LOT 6 PB 41 PGS 55-56 ORB 5397 PG 1382 ORB 5697 PG 1451 1454 ORB 5712 PG 894 ORB 5742 PG 1612 ORB 6067 PG 2035	$700.20
1537304	08-18-29-0200-00F-01700	Quattrocchi	John	31513 Spruce Drive	Eustis	11/1/2024	PINE LAKES LOTS 17, 18 BLK F PB 12 PG 67 ORB 1256 PG 2175 ORB 1861 PG 1578 ORB 3702 PG 448	$700.20
3801319	28-19-26-0051-006-00102	Hardy	Austin	31600 Anderson Drive	Tavares	12/16/2024	OAK HAVEN E 90 FT OF LOT 1, LOTS 2, 3, 6 BLK 6 PB 8 PG 38 ORB 5864 PG 2087	$700.20
1508975	34-21-26-0002-000-04700	Garcia	Charles	18915 CR 455	Clermont	7/2/2024	S 120 FT OF N 463.15 FT OF E 183.3 FT OF W 3/4 OF NW 1/4 OF NW 1/4 LYING W'LY OF CR 455 ORB 6303 PG 319	$700.20
1647916	09-22-26-1000-033-00000	Rapp	Barbara	16838 Old Highway 50	Winter Garden	8/12/2024	LAKE HIGHLANDS 23-22-26 PB 4 PG 11 FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 23 TOWNSHIP 22 SOUTH RANGE 26 EAST RUN NORTH 89-32-00 WEST ALONG THE MID-SECTION LINE 713.77 FEET, SOUTH 31-36-00 EAST 268.29 FEET FOR THE POINT OF BEGINNING, CONTINUE SOUTH 31-36-00 EAST 300 FEET, NORTH 89-32-00 WEST 913.28 FEET, NORTH 00-18-00 EAST 254.22 FEET, SOUTH 89-32-00 EAST 754.72 FEET TO THE POINT OF BEGINNING, BEING PART OF TRACTS 33 & 34 ORB 6078 PG 209 213	$700.20
3849469	13-23-25-1300-000-05300	Witt	Jeffrey	9222 Ivywood Street	Clermont	8/12/2024	VISTA GRANDE PHASE I PB 58 PG 17-19 LOT 53 ORB 5803 PG 1227	$700.20
3864755	11-23-25-1630-000-01600	Satomi	Jun	10005 Peliseur Court	Clermont	8/12/2024	PILLAR'S RIDGE PB 62 PG 15-16 LOT 16 ORB 4140 PG 2227 ORB 5034 PG 999	$700.20
3818514	09-20-26-0200-000-01900	Groh	Mathew	28537 Columbia Road	Tavares	7/2/2024	SUNSET GROVES UNIT 2 LOTS 19-23 INCL PB 21 PG 28 ORB 4679 PG 774	$700.20
1737877	11-20-26-0200-000-07500	Esperto	Michael	27950 Lois Drive	Tavares	10/1/2024	VENETIAN VILLAGE FIRST ADD LOT 75 PB 14 PG 29 ORB 4452 PG 234	$700.20
2535318	11-20-26-0200-000-09400	Baumgartner	Leonard	28035 Lois Drive	Tavares	10/1/2024	VENETIAN VILLAGE FIRST ADD LOT 94 PB 14 PG 29 ORB 1731 PG 786	$700.20
3276761	22-22-26-050000005000	Harmon	David	15724 Bay Lakes Trail	Clermont	9/30/2024	GREATER HILLS PHASE 1 SUB LOT 50 PB 30 PGS 41-44 ORB 4079 PG 1948	$700.20
1402981	11-20-26-0200-000-08100	Esperto	Michael	28010 Lois Drive	Tavares	10/2/2024	VENETIAN VILLAGE FIRST ADD LOT 81 PB 14 PG 29 ORB 2444 PG 1881	$700.20

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1539561	11-20-26-0200-000-06000	Flahaven	Carolyn	27851 Lois Drive	Tavares	9/30/2024	VENETIAN VILLAGE, FIRST ADD LOT 60 PB 14 PG 29 ORB 4671 PG 1344	$700.20
1403006	11-20-26-0200-000-08300	Fox	Phyllis	28016 Lois Drive	Tavares	10/2/2024	VENETIAN VILLAGE, FIRST ADD LOT 83 PB 14 PG 29 ORB 1789 PG 2259	$700.20
3844500	13-18-24-0522-00C-02800	Johnson	Bruce	38912 Harborwoods Place	Lady Lake	11/11/2024	HARBOR HILLS PHASE 5 PB 56 PG 66-71 LOT 28 BLK C ORB 3380 PG 1110 ORB 3762 PG 1992	$700.20
3844499	13-18-24-0522-00C-02700	Reitmeier	William	38920 Harborwoods Place	Lady Lake	11/12/2024	HARBOR HILLS PHASE 5 PB 56 PG 66-71 LOT 27 BLK C ORB 3715 PG 2344 ORB 5555 PG 1870	$700.20
3844498	13-18-24-0522-00C-02600	Quirk	James	38924 Harborwoods Place	Lady Lake	11/11/2024	HARBOR HILLS PHASE 5 PB 56 PG 66-71 LOT 26 BLK C ORB 5188 PG 2363 ORB 6209 PG 1113	$700.20
3844485	13-18-24-0522-00C-01300	Herbst	Keith	38925 Harborwoods Place	Lady Lake	11/12/2024	HARBOR HILLS PHASE 5 PB 56 PG 66-71 LOT 13 BLK C ORB 5977 PG 2024	$700.20
3844496	13-18-24-0522-00C/02400	Hanley	Michael	38940 Harborwoods Place	Lady Lake	11/18/2024	HARBOR HILLS PHASE 5 PB 56 PG 66-71 LOT 24 BLK C ORB 4522 PG 343	$700.20
1737885	11-20-26-0200-000-07700	Hannweber	Michael	28002 Lois Drive	Tavares	3/5/2025	VENETIAN VILLAGE, FIRST ADD LOT 77 PB 14 PG 29 ORB 5925 PG 1438	$700.20
1737893	11-20-26-0200-000-07900	Lloyd	Eddie	28008 Lois Drive	Tavares	1/7/2025	VENETIAN VILLAGE, FIRST ADD LOT 79 PB 14 PG 29 ORB 1305 PG 2433	$700.20
1402972	11-20-26-0200-000-08000	Brewer	Todd	28009 Lois Drive	Tavares	12/18/2024	VENETIAN VILLAGE, FIRST ADD LOTS 80, 82 PB 14 PG 29 ORB 6229 PG 1625	$700.20
2601892	22-21-24-0004-000-00500	Franklin	Michael	20236 Sparkman Lane	Groveland	12/12/2024	THE SW 1/4 OF NE 1/4 OF SE 1/4 OF SEC 22-21-24 LYING SE'LY OF LAKE INDIGO, FROM NE COR OF LOT 13 BLK B SPARKY'S CAMP SUB IN PB 12 PG 14 RUN N 89-30-03 W 274.55 FT ALONG N LINE OF SUB FOR POB, RUN N 00-00-00 W 412.89 FT, N 90-00-00 E 278.62 FT TO E LINE OF SW 1/4 OF NE 1/4 OF SE 1/4 OF SEC 22, S 00-33-49 W 9.24 FT ALONG E LINE TO S'LY SHORELINE OF LAKE INDIGO, THENCE ALONG SAID SHORELINE S 30-56-19 W 128.20 FT, S 28-21-39 W 105.01 FT, S 18-50-25 W 127.42 FT, S 56-25-45 W 145.93 FT TO POB ORB 5046 PG 25 ORB 5225 PG 319	$700.20
1452619	13-19-26-0400-00C-00600	Colbert	James	1700 Country Club Road	Eustis	2/19/2025	EICHELBERGER ESTATES NO 2 LOTS 6, 7, 8, 9 TRACT C PB 13 PG 14 ORB 6329 PG 259	$700.20
1332842	16-22-24-0300-00A-01500	Green	Maxwell	2239 Crawford Street	Mascotte	11/21/2024	JACKSON PARK ADDITION LOT 15 BLK A PB 18 PG 8 ORB 6470 PG 2046	$700.20
3276779	22-22-26-0500-000-05100	Alvarez	Benjamin	15718 Bay Lakes Trail	Clermont	2/20/2025	GREATER HILLS PHASE 1 SUB LOT 51 PB 30 PGS 41-44 ORB 3229 PG 208	$700.20
1374448	27-19-26-0850-000-02000	Hall	Herbert	33225 Lakeshore Drive	Tavares	4/15/2025	TAVADORA SHORES LOT 20 PB 12 PG 25 ORB 6313 PG 169	$700.20
3477430	01-23-25-0650-000-01000	Cabrera	Raul	11240 Haskell Drive	Clermont	2/3/2025	PRESTON COVE SUB LOT 10 PB 34 PGS 34-36 ORB 4902 PG 227	$700.20
1374502	27-19-26-0900-000-00900	Moffis	Sheldon	15136 Colley Drive	Tavares	6/17/2025	TAVADORA SHORES FIRST ADD LOT 9 PB 15 PG 26 ORB 3563 PG 1093 ORB 6432 PG 97	$700.20

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3529367	10-22-26-1505-000-01700	Hannweber	Michael	15800 Paddock Drive	Montverde	2/4/2025	TRAILS OF MONTVERDE FIRST ADD LOT 17 PB 31 PGS 81-82 ORB 1971 PG 2301	$700.20
1758122	18-19-27-0200-000-02000	Karve	Ashish	33435 East Lake Joanna Drive	Eustis	4/7/2025	BELLEAUX ESTATES LOT 20 PB 8 PG 51 ORB 2278 PG 1376 ORB 4179 PG 336 ORB 5096 PG 2216	$700.20
2879505	31-22-26-03500-000-00100	Rolfe	Donald	12425 Lake Ridge Circle	Clermont	2/19/2025	LAKE RIDGE CLUB LOT 1 PB 28 PGS 39-40 ORB 6407 PG 1632	$700.20
3667549	22-22-26-0525-000-64200	Klein	Wesley	14430 Indian Ridge Trail	Clermont	2/5/2025	GREATER HILLS PHASE 6 SUB LOT 642 PB 36 PGS 91-92 ORB 5793 PG 2019	$700.20
1334357	21-19-26-0500-000-00900	Weltmer	Ronald	14434 Lake Junietta Drive	Tavares	2/26/2025	LAKE JUNIETTA HOMESITES LOT 9 PB 12 PG 49 ORB 631 PG 2188	$700.20
3844482	13-18-24-0522-00C-01000	Fraij	Sharin	38913 Harborwoods Place	Lady Lake		HARBOR HILLS PHASE 5 PB 56 PG 66-71 LOT 10 BLK C ORB 5742 PG 910	$700.20
3864746	11-23-25-1630-000-00700	Levy	John	10825 Wyandotte Drive	Clermont	2/19/2025	PILLAR'S RIDGE PB 62 PG 15-16 LOT 7 ORB 4323 PG 1407	$700.20
3905932	07-19-26-0300-000-11801	Mitchell	Michael	12106 Virginia Drive	Leesburg	4/14/2025	WESTERN SHORES SUB FROM NW COR OF SEC 18-19-26 RUN S 0-54-40 W ALONG W SEC LINE 1236.40 FT, N 82-44-50 E 261.53 FT TO THE BEG OF A 100 FT RADIUS CURVE TO THE RIGHT, THENCE E'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 44-34-50 FOR 77.81 FT TO THE END OF SAID 100 FT RADIUS CURVE & THE BEG OF A 425 FT RADIUS CURVE TO THE LEFT, THENCE E'LY ALONG THE ARC OF SAID 425 FT RADIUS CURVE THRU A CENTRAL ANGLE OF 34-57-55 FOR 260.59 FT TO THE END OF SAID 425 FT RADIUS CURVE, THENCE S 87-48-15 E 259.76 FT, THENCE S 88-37-55 E 34.29 FT, N 01-22-05 E 25 FT FOR POB & THE BEG OF A 25 FT RADIUS CURVE TO THE RIGHT, THENCE NW'LY ALONG THE ARC OF SAID 25 FT RADIUS CURVE THRU A CENTRAL ANGLE OF 142-52-25 FOR 62.34 FT TO END OF SAID 25 FT RADIUS CURVE & THE BEG OF A 450 FT RADIUS CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID 450 FT RADIUS CURVE THRU A CENTRAL ANGLE OF 17-46-51 FOR A DIST OF 139.65 FT, THENCE S 53-57-50 E 80.70 FT, S 01-22-05 W 99.21 FT, N 88-37-55 W 146.74 FT TO POB, BEING PART OF LOT 118, LOT 119 *UNRECORDED PLAT SEE DEED FOR FULL PROPERTY DESCRIPTION ORB 5755 PG 619	$700.20
2670592	11-20-26-0100-000-05100	Osborne	Lynet	27812 Lois Drive	Tavares	4/29/2025	VENETIAN VILLAGE LOT 51 PB 13 PG 57 ORB 5374 PG 1235	$700.20

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1389828	12-19-25-0001-000-09900	Walsh	Lucy	11612 Ocklawaha Drive	Leesburg	3/26/2025	FROM CENTER OF SEC, RUN N 330 FT TO S BDRY OF OCKLAWAHA DR, RUN E ALONG DR 600 FT TO POB, RUN E 100 FT, S 200 FT, W 100 FT, N TO POB ORB 5610 PG 713	$700.20
3037057	33-18-26-0455-000-01500	Kagalis	Theodore	36904 Lake Yale Drive	Grand Island	4/14/2025	RAINTREE HARBOR SECTION I REPLAT LOT 15 PB 29 PG 8 ORB 3377 PG 1919 ORB 3695 PG 1412 ORB 4174 PG 882 ORB 4186 PG 25	$700.20
3700996	11-20-26-0050-018-00003	Peterson	James	17521 E Lake Jem Rd	Mt Dora	5/28/2025	LAKE JEM FARMS TRACTS FROM NW COR OF SAID TRACT 18 RUN S 02-10-13 W 451.75 FT FOR POB, CONT S 02-10-13 W 185 FT TO SW COR OF TRACT 18, N 70-12-57 E ALONG S LINE OF SAID TRACT 18 A DIST OF 150 FT, N 43-38-50 E 471.89 FT TO WATERS OF HORSESHOE LAKE, NW'LY ALONG AND WITH SAID WATERS OF LAKE TO A PT ON A LINE, SAID LINE HAVING A BEARING OF N 53-51-06 E FROM POB, S 53-51-06 W 478.96 FT TO POB, PART LYING WITHIN FORMERLY DESCRIBED AS BOATHOUSE LOTS 1 TO 10 INCL, LAKE JEM VILLA PROP & ROAD ADJOINING SAID LOTS PB 5 PG 4 ORB 2611 PG 1244	$700.20
2539003	35-19-26-0030-000-00800	McDougald	Suzanne	3480 Harbour Drive	Mt Dora	6/17/2025	LAKE DORA HARBOUR LOT 8 PB 24 PG 38 ORB 5048 PG 2401 ORB 5120 PG 1526	$700.20
3667611	22-22-26-0525-000-64900	Loflin	Sandra	14435 Indian Ridge Trail	Clermont	7/2/2025	GREATER HILLS PHASE 6 SUB LOT 649 PB 36 PGS 91-92 ORB 1438 PG 2290	$700.20
1539587	11-20-26-0200-000-09200	Rumpza	Christopher	28031 Lois Drive	Tavares	3/5/2025	VENETIAN VILLAGE FIRST ADD LOT 92 PB 14 PG 29 ORB 6101 PG 1736	$700.20
1694752	11-20-26-0200-000-05700	Prelaz	Anthony	27836 Lois Drive	Tavares	8/13/2025	VENETIAN VILLAGE, FIRST ADD LOT 57 PB 14 PG 29 ORB 6538 PG 1453	$700.20
3795133	02-23-25-1900-000-00700	Ordyk	Robert	10446 Summit Lakes Lane	Clermont	7/29/2025	SUMMIT LAKES SUB LOT 7 PB 43 PGS 22-23 ORB 5050 PG 1791	$700.20
1402964	11-20-26-0200-000-07800	Rahman	Matiur	28003 Lois Drive	Tavares	8/7/2025	VENETIAN VILLAGE FIRST ADD LOT 78 PB 14 PG 29 ORB 2882 PG 1639	$700.20
1213070	31-18-26-0004-000-01601	Schafer	Lisa	36117 Apiary Rd	Grand Island	6/16/2025	BEG 1870 FT S OF NE COR OF SE 1/4, RUN S 300 FT, N 89-29-50 W 265 FT, N 34-09-50 W 330.25 FT, N 01-02-20 W TO PT W OF POB E, TO POB ORB 4422 PG 118	$700.20
3912113	14-22-25-0200-000-03000	Anibal	Delgado	15845 Bradicks Ct	Clermont	5/27/2025	LAKE MINNEOLA LANDING PB 70 PG 51-54 LOT 30 ORB 6172 PG 2204	$700.20
1682754	23-19-25-0500-000-01400	John	Veldhuis	32136 Elizabeth Ave	Tavares	8/6/2025	SPARKS VILLAGE LOT 14 PB 13 PG 58 ORB 476 PG 349 ORB 5276 PG 1629	$700.20
1408202	13-19-26-0004-000-02300	Meredith	Micah	2040 East Crooked Lake Drive	Eustis	3/9/2026	S 550 FT OF N 1/2 OF NW 1/4 OF SE 1/4--LESS RD R/W--ORB 5357 PG 1281	$700.20
3280431	22-22-26-0500-000-03100	Maddox	Sara	15519 Charter Oaks Trail	Clermont	8/7/2025	GREATER HILLS PHASE 1 SUB LOT 31 PB 30 PGS 41-44 ORB 4456 PG 2453 ORB 5279 PG 256	$700.20

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1332826	16-22-24-0300-00A-01000	Ferron	Dennis	15940 Douglas Road	Mascotte	6/26/2025	JACKSON PARK ADDITION LOTS 10, 11, BLK A PB 18 PG 8 ORB 4738 PG 1291	$700.20
3759851	22-22-26-0530-000-75000	Lewis	Lauriston	15641 Greater Trail	Clermont	9/11/2025	GREATER HILLS PHASE 7 SUB LOT 750 PB 37 PGS 97-98 ORB 2555 PG 2104 ORB 3234 PG 615	$700.20
3533291	14-19-25-0451-000-01500	Dion	Cory	33746 Tarlton Drive	Leesburg	9/24/2025	SILVER LAKE HILL SUB 1ST ADD LOT 15 PB 33 PGS 37-38 ORB 2160 PG 0023	$700.20
1587646	01-23-25-0001-000-00400	McGuffee	Mark	11816 Lake Susan Court	Clermont	10/8/2025	BEG AT INTERSECTION OF MOST E'LY PT OF LAKE SUSAN HOMESITES & S BANK OF CANAL FOR POB, RUN SE ALONG CANAL TO LAKE. BEG AGAIN AT POB RUN SW'LY ALONG LAKE SUSAN CT TO S LINE OF N 1/2 OF NE 1/4 RUN E TO LAKE, N'LY ALONG LAKE TO INTERSECT FIRST LINE ORB 1838 PG 0409, ORB 1864 PG 1161	$700.20
2522372	35-19-26-0030-000-01200	Eureka	Andrew	3541 Harbour Drive	Mt Dora	10/13/2025	LAKE DORA HARBOUR LOT 12 PB 24 PG 38 ORB 5029 PG 753 ORB 5779 PG 494	$700.20
3440421	22-22-26-0500-000-00800	Udho	Meenawattie	15639 Carriage Hill Court	Clermont	9/25/2025	GREATER HILLS PHASE 1 SUB LOT 8 PB 30 PGS 41-44 ORB 4720 PG 2443	$700.20
3864760	11-23-25-1630-000-02100	Hernandez	Lavena	10820 Wyandotte Drive	Clermont	9/30/2025	PILLAR'S RIDGE PB 62 PG 15-16 LOT 21 ORB 5414 PG 2227	$700.20
1402948	11-20-26-0200-000-07400	Hetherman	Thomas	27939 Lois Drive	Tavares	10/8/2025	VENETIAN VILLAGE, FIRST ADD LOT 74 PB 14 PG 29 ORB 5269 PG 2450	$700.20
3280423	22-22-26-0500-000-03000	Patten	Jordan	15516 Charter Oaks Trail	Clermont	10/21/2025	GREATER HILLS PHASE 1 SUB LOT 30 PB 30 PGS 41-44 ORB 4968 PG 1232	$700.20
2613033	11-20-26-0100-000-02800	Harbin	Matthew	27635 Lois Drive	Tavares		VENETIAN VILLAGE LOT 28 PB 13 PG 57 ORB 5518 PG 1584	$700.20
3795679	08-23-26-1905-000-05900	Hall	Kenneth	13137 Lakewind Drive	Clermont	1/6/2026	SUNBURST ESTATES PHASE II SUB LOT 59 PB 43 PGS 13-14 ORB 2066 PG 2258	$700.20
1529760	27-19-26-0400-000-00900	Perry	Christopher	31316 Saunders Drive	Tavares	11/14/2025	LAKE SAUNDERS MANOR LOT 9 PB 13 PG 20 ORB 6478 PG 2091	$700.20
3782400	22-22-26-0540-000-91700	Fredlake	Mark	14536 Peppermill Trail	Clermont	3/5/2026	GREATER HILLS PHASE 9 SUB LOT 917 PB 40 PGS 25-26 ORB 4723 PG 886	$700.20
1361630	28-19-28-0100-014-02500	Radenhausen	Paul	31415 Ghent Ave	Mount Plymouth	12/3/2025	MT PLYMOUTH LOTS 25, 26, 27, 28, 29, 30, 31, 32, BLK 14, E 1/2 OF CLOSED ALLEY LYING W OF AVOVE DESCRIBED LOTS PB 8 PG 85 ORB 2403 PG 850	$700.20
3864750	11-23-25-1630-000-01100	Hector	Alison	10809 Wyandotte Drive	Clermont	3/5/2026	PILLAR'S RIDGE PB 62 PG 15-16 LOT 11 ORB 5112 PG 1557	$700.20
3666941	22-22-26-0525-000-61200	Canell	Cody	14500 N Greater Hills Blvd	Clermont	3/12/2026	GREATER HILLS PHASE 6 SUB LOT 612 PB 36 PGS 91-92 ORB 5962 PG 1976	$700.20
1691265	25-18-26-0300-000-07700	Apple-Keith	Ginger	17223 Lakeview Ct	Umatilla	4/1/2026	THREE LAKES SUB SECOND ADD LOTS 77, 78 & 2/84 INT IN LOT 102-A & 2/98 INT IN LOT 70-A PB 14 PG 24 ORB 3561 PG 903 ORB 5825 PG 527	$700.20

Exhibit A

Preliminary Assessment Roll - Distributed Wastewater Treatment System MSBU

1406480	11-18-26-0004-000-02703	Skorski	Richard	40222 Babb Rd	Umatilla	3/16/2026	FROM SW COR OF SE 1/4 RUN N ALONG W LINE OF SE 1/4 1534.5 FT, S 65DEG 08MIN 10SEC E 275 FT TO POB. RUN S 08DEG 37MIN 02SEC W 115.04 FT, S 89DEG 52MIN 45SEC E 263.88 FT, N TO LAKE CRESCENT, NW'LY ALONG LAKE TO PT N 28DEG 07MIN 20SEC E OF POB, S 28DEG 07MIN 20SEC W 240 FT TO POB ORB 1589 PG 1516	$700.20
2861878	05-19-27-0150-000-02900	Renick	John	19345 Meadow Lane	Eustis	4/9/2026	FOX HOLLOW SUB LOT 29 PB 27 PGS 81-82 ORB 5767 PG 1266	$700.20
1497965	25-18-26-0200-000-01400	Tramontana	Eileen	37224 Sunrise Terrace	Umatilla	4/16/2026	THREE LAKES SUB PB 13 PG 62 LOT 14, AND THREE LAKES SUB FIRST ADD PB 13 PG 70 LOT 36--LESS SW 25 FT--ORB 5571 PG 2099 ORB 6524 PG 1228	$700.20
3827688	11-19-25-1900-000-04700	Szeliga	Frank	34334 Shadewood Circle	Leesburg	3/12/2026	SILVERWOOD PB 52 PG 34-36 LOT 47 ORB 3325 PG 1670 ORB 6334 PG 1214	$700.20
1259801	07-19-27-0600-00G-01200	Baldeck	Robert	3105 Forest Rd	Eustis	4/17/2026	JOANNA SHORES NW'LY 1/2 OF LOT 12, LOT 13, BLK G PB 12 PG 64 ORB 1555 PG 927	$700.20
3864742	11-23-25-1630-000-00300	Albertson	Brad	10841 Wyandotte Drive	Clermont	4/17/2026	PILLAR'S RIDGE PB 62 PG 15-16 LOT 3 ORB 3899 PG 483	$700.20
2539020	35-19-26-0030-000-01900	Marvar	Lawrence	110 Lakeview Lane	Mount Dora	4/8/2026	LAKE DORA HARBOUR LOT 19 PB 24 PG 38 ORB 5608 PG 1351 ORB 5836 PG 885	$700.20
3680600	12-23-25-1200-000-03700	Charboneau	Alani	10633 Lake Ralph Drive	Clermont	4/14/2026	LAKE CRESCENT PINES SUB LOT 37 PB 36 PGS 97-99 ORB 5260 PG 1741	$700.20
3827653	11-19-25-1900-000-01200	Turnbull	Lana	10131 Rockdale Drive	Leesburg	4/22/2026	SILVERWOOD PB 52 PG 34-36 LOT 12 ORB 4766 PG 1867 ORB 5601 PG 1454	$700.20
3781665	12-23-25-0265-000-09100	Oster	Ronald	10525 Via De Robina Ct	Clermont	3/2/2026	CRESCENT LAKE CLUB SECOND ADDITION SUB LOT 91 PB 40 PGS 80-81 ORB 4780 PG 1309	$700.20
3788477	12-23-25-0270-000-09600	Napier	Kevin	10606 Alameda Alma Rd	Clermont	5/1/2026	CRESCENT LAKE CLUB THIRD ADDITION SUB LOT 96 PB 42 PGS 46-47 ORB 2467 PG 2157 ORB 5500 PG 1735 ORB 5500 PG 1737	$700.20

EXHIBIT B

NOTICE OF PUBLIC HEARING TO
ADOPT A NON-AD VALOREM ASSESSMENT ROLL
FOR "DISTRIBUTED WASTEWATER TREATMENT SYSTEMS
MUNICIPAL SERVICE BENEFIT UNIT"
FOR GENERAL MUNICIPAL SERVICES

(SPECIAL ASSESSMENT FOR MUNICIPAL SERVICES ON COMBINED
REAL PROPERTY TAX - NON-AD VALOREM ASSESSMENT BILL)

Pursuant to Section 197.3632, Florida Statutes, notice is hereby given that the Board of County Commissioners of Lake County, Florida, shall conduct a public hearing to adopt a non-ad valorem assessment roll imposing non-ad valorem assessments against certain parcels of property within the "Distributed Wastewater Treatment Systems Municipal Service Benefit Unit", as shown in the map below, pursuant to Lake County Ordinance 2023-43 and Resolution 2023-108.

The public hearing shall be held on September 8, 2026, in the County Commission Meeting Room, Second Floor, Administration Building located at 315 West Main Street, Tavares, Florida beginning at 9:00 a.m., or as soon thereafter as possible.

The non-ad valorem assessment roll has been proposed to fund the costs of general municipal services within the "Distributed Wastewater Treatment Systems Municipal Service Benefit Unit". The assessment shall be collected on a per distributed wastewater treatment unit basis based on the proposed non-ad valorem assessment rate schedule per fiscal year which runs from October 1 through September 30:

Fiscal Year 2027 per Distributed Wastewater Treatment System $700.20

Assessments shall be payable on an annual basis beginning with the 2027 real property tax bill and shall be collected by the Lake County Tax Collector. Failure to pay the assessment shall cause a tax certificate to be issued against the assessed property, which may result in a loss of title.

Pursuant to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made with respect to any matter considered at this public hearing, such person shall need a record of proceedings and, for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence on which the appeal is to be based.

All affected property owners have a right to appear at the public hearing and the right to file written objections with the Lake County Board of County Commissioners within twenty (20) days of this notice.

Persons with disabilities needing assistance to participate in any of the proceedings should contact the Office of Facilities Management at (352) 343-9760, 48 hours in advance of the meeting.

A copy of the proposed non-ad valorem assessment roll is available for inspection in the County Administrative Building, 315 W. Main Street, Suite 510, Tavares, Florida.

If you have any questions, please contact Erik Shinkle at (352) 253-9030.

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

DATE: 05/12/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Presentation
THRU:
ITEM ID: 42970
David Salinas, Office of Solid Waste Director
BY: Anthony Ellis, Financial Coordinator
SUBJECT: Fiscal Year 2027 Solid Waste Assessment Initial Assessment Resolution

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RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval for adoption of the Initial Assessment Resolution, which initiates the annual process for the preparation of the Solid Waste Assessment Roll; authorizes the publication of the advertisement for a Public Hearing on September 8, 2026; provides direction to notify all affected parties of the proposed rates; and directs the imposition of the Solid Waste Assessment fees for the Fiscal Year beginning October 1, 2026.

The estimated fiscal impact is $33,987,543 (revenue).

BACKGROUND SUMMARY: On September 9, 2025, the Board of County Commissioners (Board) held a Public Hearing and adopted Resolution 2025-107, the "Annual Rate Resolution," establishing the Solid Waste Assessment rates and authorizing the imposition of Solid Waste Assessment fees on assessed properties within the unincorporated area of the County. These rates apply to the fiscal year beginning October 1, 2025, and remain in effect annually unless amended.

The rates must be adopted at a public hearing held on or before September 8, 2026. While the rates are formally adopted at the public hearing, Chapter 23 of the Lake County Code requires an Initial Assessment Resolution for the Solid Waste Management System (SWMS) to be adopted by the Board for the upcoming fiscal year, beginning October 1, 2026, to ensure the continued collection, management, and disposal of solid waste and recovered materials.

The Solid Waste Assessment is levied on improved residential properties in unincorporated Lake County and is billed annually as a non-ad valorem assessment on the property tax bill. This all-inclusive residential fee covers the collection and disposal of solid waste and recycling services.

The Resolution includes the following provisions:

- Establishment of the methodology for apportioning SWMS and recovered materials management costs to improved residential properties;
- Approval of maximum assessment rates;

- Preparation of the Initial Assessment Roll for waste materials;
- Authorization of a public hearing to be held on September 8, 2026, beginning at 9:00 a.m. or as soon thereafter as possible;
- Notification to all affected property owners via the Truth-in-Millage (TRIM) notice, in accordance with statutory requirements, and mailed by the Property Appraiser;
- Designation of an effective date.

Fiscal Impact: $33,987,543 (revenue)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Landfill Enterprise	4200	4546470 - Solid Waste Assessment	325440 - Solid Waste Disposal Assessment Fee		$33,987,543.00

Advertised Date: Paper:

Attachments:

1.	FY2027 Solid Waste Initial Assessment Resolution

STAFF APPROVALS AND DATES:

Anthony Ellis	Created/Initiated - 05/12/2026
David Salinas	Approved - 05/14/2026
Kerri Andrews	Approved - 05/14/2026
Karen Maxwell	Approved - 05/14/2026
Cari Christian	Approved - 05/14/2026
Ron Falanga	Approved - 05/14/2026
Kandace Pourbaix	Approved - 05/14/2026
Miranda Lanoue	Approved - 05/15/2026
Jaime Stewart	Approved - 05/15/2026
Melanie Marsh	Approved - 05/15/2026
Jennifer Barker	Approved - 05/19/2026
Marisol Saldana	Final Approval - 05/20/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, CONSTITUTING THE INITIAL ASSESSMENT RESOLUTION RELATING TO THE COLLECTION, MANAGEMENT, AND DISPOSAL OF SOLID WASTE AND RECOVERED MATERIALS; PROVIDING FOR THE METHOD OF APPORTIONING THE SOLID WASTE MANAGEMENT SYSTEM COSTS AND RECOVERED MATERIALS MANAGEMENT SYSTEMS COSTS TO COMPUTE THE WASTE MATERIAL ASSESSMENT FOR IMPROVED RESIDENTIAL PROPERTY; PROVIDING FOR A RATE OF ASSESSMENT; PROVIDING FOR THE PREPARATON OF A WASTE MATERIALS INITIAL ASSESSMENT ROLL; PROVIDING FOR AUTHORIZATION FOR A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 11, 1988, the Board of County Commissioners of Lake County, Florida, enacted Ordinance No. 1988-14, codified in Chapter 21, Lake County Code, Article III, which authorized the imposition of solid waste disposal assessments against real property located within Lake County; and

WHEREAS, on December 11, 1990, the Board of County Commissioners of Lake County, Florida, enacted Ordinance No. 1990-26, which established the "Lake County Municipal Services Taxing Unit for Solid Waste Collection and Disposal" and authorized the imposition of solid waste management and disposal assessments against certain real property in the unincorporated area of Lake County; and

WHEREAS, on July 23, 2002, the Board of County Commissioners of Lake County, Florida, adopted Ordinance No. 2002-57, amending Chapter 21, Lake County Code, Water Supply and Waste Disposal to provide for the universal collection of solid waste and recovered materials; and

WHEREAS, on December 17, 2002, the Board of County Commissioners of Lake County, Florida, adopted Resolution No. 2002-205, which expressed the intent of the Board of County Commissioners to utilize the uniform method of the levy, collection, and enforcement of non-ad valorem assessments for general and municipal services and facilities, pursuant to Section 197.3632, Florida Statutes; and

WHEREAS, on May 6, 2014, the Board of County Commissioners of Lake County, Florida, enacted Ordinance No. 2014-21, which amended Chapter 21 and created Chapter 23, Lake County Code, entitled "Solid Waste Collection and Disposal and Litter," and which authorizes in Article VII, Chapter 23, Lake County Code, the imposition of solid waste disposal assessments against real property located within Lake County; and

WHEREAS, the imposition of the waste materials assessment is an equitable and efficient method of allocating and apportioning the solid waste costs among parcels of improved property; and

WHEREAS, the Board desires to continue a solid waste and recovered materials assessment program for the fiscal year beginning on October 1, 2026;

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 23, Lake County Code, as amended; Chapter 125, Florida Statutes; and other applicable provisions of law.

SECTION 2. PURPOSE. This Resolution constitutes an Initial Assessment Resolution, which shall be the initial proceeding for the continuation of a waste materials assessment against improved property in the unincorporated area of Lake County. For the purpose of this Resolution, the term "improved property" or "improved residential property" means any real property upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential use, that is located within the unincorporated area of Lake County.

SECTION 3. SERVICES. Upon the imposition of waste materials assessments against improved residential property, the County shall provide, or cause to be provided, solid waste and recovered materials management services to such improved property. The cost of such services shall be paid from proceeds of the waste materials assessments, provided, however, that the County may elect to charge additional fees for the management and disposal of bulk items, special waste, or hazardous waste. It is hereby ascertained, determined, and declared that each parcel of improved residential property shall be benefited by the County's provision of solid waste management and recovered materials management services and facilities.

SECTION 4. WASTE MATERIALS ASSESSMENT ROLL.

(A) For each fiscal year in which waste materials assessments are to be imposed, the cost of the solid waste and recovered materials management system and facilities shall be allocated among all parcels of improved residential property based upon the number of Equivalent Residential Units (ERU) for such parcels. The solid waste and recovered materials management system costs funded by revenues from waste materials assessments against improved residential property shall be apportioned in conformity with the Apportionment Method set forth in "Appendix A," attached hereto and incorporated herein.

(B) The County Manager is hereby directed to prepare, or cause to be prepared, an initial waste materials assessment roll for Fiscal Year 2026-2027, ending September 30, 2027, and all subsequent fiscal years until discontinued. Such an initial non-ad valorem assessment roll shall contain the following:

(1) a summary description of all improved residential property in the unincorporated area of Lake County conforming to the description contained on the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes;

(2) the name of the owner of record of each parcel as shown on the ad valorem tax roll; and

(3) the amount of the initial waste materials assessment to be imposed against each such parcel of improved residential property.

The initial non-ad valorem waste materials assessment roll shall be retained by the County Manager or his designee and open to public inspection. The foregoing shall not be construed to require that the initial non-ad valorem waste materials assessment roll be in printed form if the amount of the assessment for each parcel of property can be determined by use of a computer terminal available to the public.

The waste materials assessment for each parcel of improved property shall be computed by multiplying the number of Equivalent Residential Units (ERU) for such parcel by the rate of assessment. The rate of assessment for fiscal year 2026-2027, ending September 30, 2027, and all subsequent fiscal years until discontinued or changed, shall be as follows:

FISCAL YEAR 2026-2027
(and all subsequent fiscal years until discontinued or changed)

	Maximum Annual Assessment per ERU	
Residential Units:	Once Per Week	Twice Per Week
Collection Area 1:	$405.00	$515.00
Collection Area 2:	$405.00	$515.00
Collection Area 3:	$405.00	$515.00
Disposal Fee for Additional Garbage Carts:	$32.00/cart	$32.00/cart

It is hereby ascertained, determined, and declared that the foregoing method of determining waste materials assessments is a fair and reasonable method of apportioning the solid waste management system costs and recovered materials management system costs among parcels of improved residential property benefited by those services.

(C) Property owned by Elite Resorts at Citrus Valley Condominium Association, Inc., consisting of 305 RV lots plus some lots with permanent structures, shall be excluded from this assessment. Elite Resorts will be required to utilize commercial haulers and community dumpsters for solid waste purposes. Elite Resorts shall not receive any collection services from Lake County.

SECTION 5. AUTHORIZATION OF PUBLIC HEARING. A public hearing is hereby authorized to be held at 9:00 a.m., or as soon thereafter as possible, on Tuesday, September 8, 2026, in the Board of County Commissioners Chambers, Second Floor, 315 W. Main Street, Tavares, Florida, for the purposes of:

(A) receiving any comments on the waste materials assessments from affected property owners;

(B) establishing the rate of the waste materials assessment and approving the initial assessment roll; and

(C) authorizing the collection of waste materials assessments on the same bill as ad valorem taxes.

SECTION 6. NOTICE BY PUBLICATION. The County Manager, or a designee, shall publish a notice, as required by Section 197.3632, Florida Statutes, in substantially the form attached hereto as "Appendix B." Such notice shall be published no later than August 19, 2026, in a newspaper generally circulated in Lake County.

SECTION 7. NOTICE BY MAIL. The County Manager, or a designee, shall provide notice by first-class mail to the owner of each parcel of improved property subject to the waste materials assessment, as required by Section 197.3632, Florida Statutes. Notice information to the owner of each parcel of assessed property will be included in the Truth-In-Millage (TRIM) notice mailed by the Lake County Property Appraiser. Such notices shall be mailed no later than August 24, 2026.

SECTION 8. 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

"APPENDIX A"

APPORTIONMENT METHOD

SECTION A-1. INTRODUCTION AND FINDINGS.

(A) The term "improved property" or "improved residential property" means any real property upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential use, that is located within the unincorporated area of Lake County.

(B) Each fiscal year, the cost of solid waste and recovered materials management services and facilities shall be apportioned among improved properties in conformance with the Apportionment Method established in "Appendix A."

(C) The waste materials assessment to be apportioned by this Apportionment Method is imposed to recover the pro rata solid waste management system costs and recovered materials management system costs attributable to improved property for:

(1) The landfill management program, including closure and long-term maintenance costs;

(2) The Recycling and Education program;

(3) The solid waste and recycling collection costs; and

(4) Administrative, implementation, or financing costs, including debt service, associated with the County's solid waste management and disposal program and the recovered materials management program.

(D) Based upon calculations performed by Office of Solid Waste staff, a residential dwelling unit household in the unincorporated area of Lake County is estimated to generate an average of 1.17 tons of solid waste annually.

(E) A tipping fee per ton for solid waste disposal is established by dividing all annual solid waste management system costs, net of other solid waste and management revenues other than assessments and tipping or other fees, expected to be incurred by the County, by the number of tons of solid waste the County expects to pass through or be disposed of by its solid waste management and disposal activities.

(F) Solid waste collection rates and charges, established by resolution by the Board of County Commissioners, for all improved property in the unincorporated area of the County from which solid waste and recyclable materials are collected by a franchise hauler shall be calculated and assessed in accordance with such approved rates and charges for residential curbside collection service and a residential base rate of all other improved property.

"APPENDIX A"

(G) The amount of the waste material assessment apportioned to the properties subject to the assessment is an amount equal to or less than the benefit received by such properties.

(H) The benefits derived from the availability of solid waste management and recovered materials management programs include the proper and safe disposal of solid waste generated on improved residential lands, closure and long-term monitoring of the facilities, a potential increase in value to improved residential lands, service to owners and tenants, and the enhancement of environmentally responsible use and enjoyment of residential land.

SECTION A-2. COMPUTATION OF RATE OF ASSESSMENT. The rate of assessment for improved property shall be computed as follows:

For improved residential property, the rate of assessment is computed by dividing the total annual cost of providing solid waste and recovered materials management system costs, net of other revenues, by the number of assessment units in unincorporated Lake County. The rate derived by the above calculation shall be the base Equivalent Residential Unit (ERU) rate per unit.

SECTION A-3. APPORTIONMENT. For each fiscal year in which waste materials assessments are to be imposed on improved property, the pro rata share of solid waste and recovered materials management system costs expected to be incurred by the County relative to such property shall be allocated to each such improved parcel by multiplying the number of ERUs thereon by the rate of assessment described in Section A-2 hereof.

SECTION A-4. ESTIMATED REVENUE TO BE COLLECTED. The total revenue to be collected through the assessment is estimated to be $33,987,543.00.

"APPENDIX B"

To Be Published By: August 19, 2026

NOTICE OF PUBLIC HEARING TO ADOPT A NON-AD VALOREM ASSESSMENT ROLL FOR COLLECTION OF WASTE MATERIALS ASSESSMENTS

(SPECIAL ASSESSMENT FOR MUNICIPAL SERVICES ON COMBINED REAL PROPERTY TAX – NON-AD VALOREM ASSESSMENT BILL)

Pursuant to Section 197.3632, Florida Statutes, notice is hereby given that the Board of County Commissioners of Lake County, Florida, shall conduct a public hearing to adopt a non-ad valorem assessment roll imposing non-ad valorem assessments against certain parcels of property within unincorporated Lake County as shown in the map below, pursuant to Lake County Ordinance 1990-26, Resolution 2002-205 and Ordinance 2014-21.

The public hearing shall be held on September 8, 2026, in the Board of County Commissioners Chambers, Second Floor, located at 315 W. Main Street, Tavares, beginning at 9:00 a.m. or as soon thereafter as possible. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Department of Facilities Development and Management at (352) 343-9760 48 hours prior to the scheduled meeting.

The non-ad valorem assessment roll has been proposed to continue to fund the costs of solid waste and recovered materials management system costs in Lake County and those municipalities that have entered into an interlocal agreement with the County for the provision of solid waste services. The waste materials assessment shall be collected per parcel based on the number of units contained on the parcel in accordance with the non-ad valorem assessment rate schedule below:

RATE SCHEDULE
FISCAL YEAR 2026-2027
(and each fiscal year thereafter until discontinued or changed)

	Maximum Annual Assessment per ERU	
Residential Units:	Once Per Week	Twice Per Week
Collection Area 1:	$405.00	$515.00
Collection Area 2:	$405.00	$515.00
Collection Area 3:	$405.00	$515.00
Disposal Fee for Additional Garbage Carts:	$32.00/cart	$32.00/cart

"APPENDIX B"

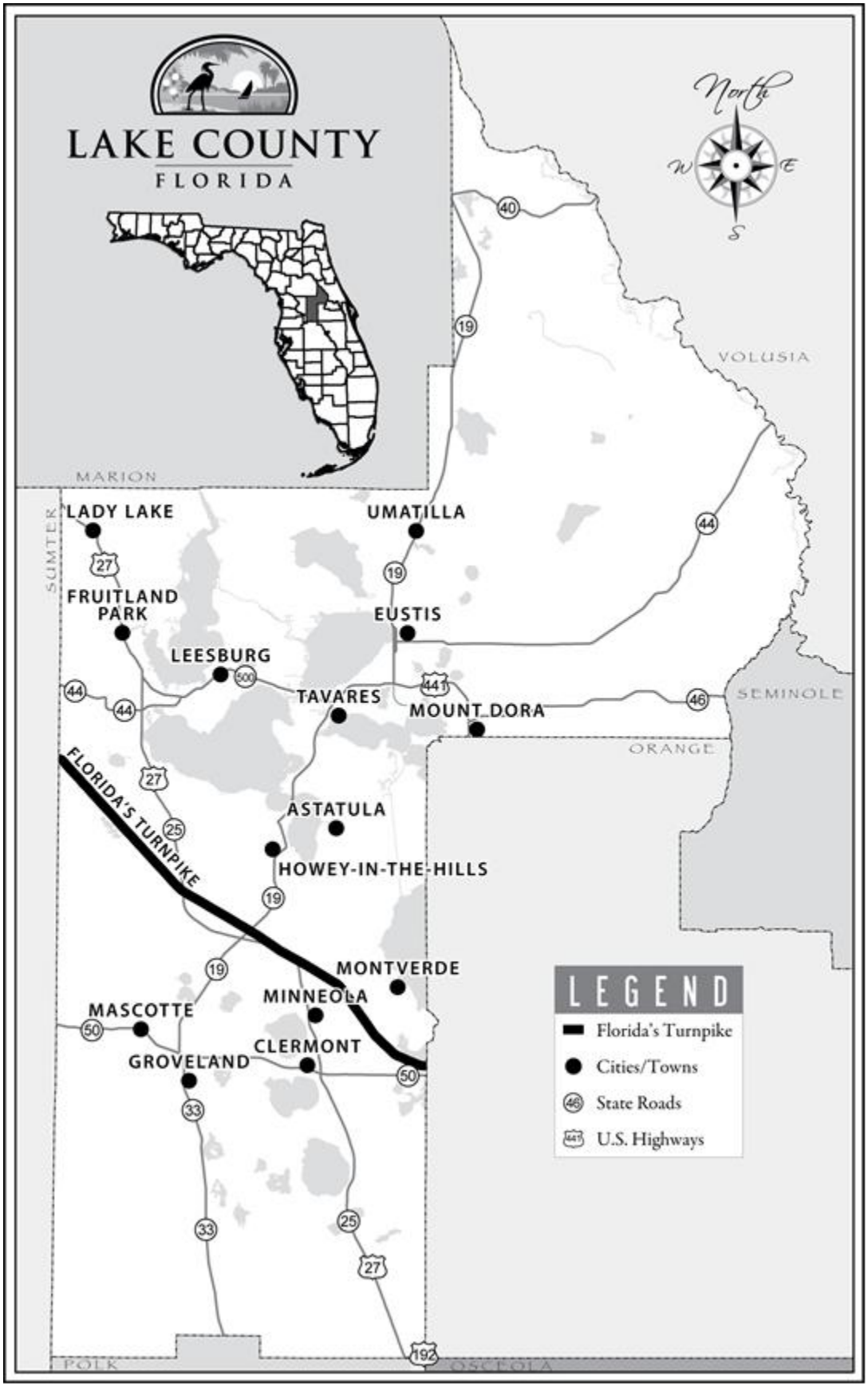
The total revenue to be collected through the assessment is estimated to be $33,987,543.00. Assessments shall be payable on an annual basis beginning with the 2026 real property tax bill and shall be collected by the Lake County Tax Collector. Failure to pay the assessment shall cause a tax certificate to be issued against the assessed property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property.

Pursuant to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made with respect to any matter considered at this public hearing, such person shall need a record of proceedings and, for such purpose, such person may need to ensure that a verbatim record of the proceedings is made at their own expense, which record shall include the testimony and evidence on which the appeal is to be based.

All affected property owners have a right to appear at the public hearing and the right to file written objections with the County Manager, c/o Lake County Office of Solid Waste, P.O. Box 7800, Tavares, Florida 32778, within twenty (20) days of this notice.

A copy of the proposed non-ad valorem assessment roll is available for inspection, and all interested persons may ascertain the amount to be assessed against a parcel of property at the Office of Solid Waste, 13130 County Landfill Road, Tavares, FL 32778. If you have any questions, please contact the Office of Solid Waste at (352) 343-3776.

"APPENDIX B"


LAKE COUNTY
FLORIDA
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SEMINOLE
POLK
OSCEOLA
LADY LAKE
UMATILLA
FRUITLAND PARK
EUSTIS
LEESBURG
TAVARES
MOUNT DORA
ASTATULA
HOWEY-IN-THE-HILLS
MONTVERDE
MINNEOLA
MASCOTTE
CLERMONT
GROVELAND
FLORIDA'S TURNPIKE
LEGEND
Florida's Turnpike
Cities/Towns
State Roads
U.S. Highways

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

DATE: 04/28/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Presentation
THRU:
ITEM ID: 42816
BY: Kimberly Haskins, Assessment Coordinator
SUBJECT: Fiscal Year 2027 Fire Assessment Initial Assessment Resolution

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Initial Assessment Resolution, which initiates the annual process for preparation of the Fire Assessment Roll, authorizes the publication of the advertisement for a September 8, 2026, Public Hearing, provides direction to notice all affected parties of the proposed rates, and directs the imposition of the Fire Assessment fees for the Fiscal Year beginning October 1, 2026.

The estimated fiscal impact is $54,467,645 (revenue).

BACKGROUND SUMMARY: The Board of County Commissioners (Board) held a Public Hearing on September 9, 2025, at which time Resolution 2025-108, the “Annual Rate Resolution”, was adopted to establish the rate of assessment and impose Fire Assessment fees against assessed property located within the County for the fiscal year beginning October 1, 2025, and every year thereafter until changed.

This Initial Assessment Resolution, pursuant to the provisions of the Fire Assessment Ordinance No. 1998-63, Sections 2.02 through Section 2.05, provides for the initial implementation of Fire Assessment fees against assessed property located within the County for the fiscal year beginning October 1, 2026.

This Resolution also provides for a residential rate of $320.71 for the Lake County residential units in the enclave of The Villages, per notification from The Villages.

This Resolution requires all affected parties to be notified on the Truth-in-Millage (TRIM) notice, mailed by the Property Appraiser.

Fiscal Impact: The fiscal impact is $51,400,000 (revenue).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Fire	1680	2136300	325110		$54,467,645

Advertised Date: Paper:
Attachments:

1.	FY 2027 Initial Fire Assessment Resolution_6.18.26_Estimated Revenue from VCCDD

STAFF APPROVALS AND DATES:

Kimberly Haskins	Created/Initiated - 04/28/2026
Ron Falanga	Approved - 04/28/2026
Kandace Pourbaix	Approved - 04/28/2026
Miranda Lanoue	Approved - 04/28/2026
Jaime Stewart	Approved - 04/28/2026
Melanie Marsh	Approved - 05/11/2026
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, FLORIDA

INITIAL ASSESSMENT RESOLUTION

2026 – _____

ADOPTED JUNE 23, 2026

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RESOLUTION NO. 2026 – _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, RELATING TO THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS THROUGHOUT A PORTION OF THE UNINCORPORATED AREA OF LAKE COUNTY, FLORIDA, AND THROUGHOUT THE INCORPORATED AREAS OF THE TOWNS OF ASTATULA, HOWEY-IN-THE-HILLS, FRUITLAND PARK, MASCOTTE, MONTVERDE AND THE TOWN OF LADY LAKE; DESCRIBING THE METHOD OF ASSESSING FIRE SERVICES ASSESSED COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN SUCH AREA; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Lake County, Florida, intends to continue to provide fire services, facilities and programs within portions of incorporated and unincorporated Lake County by imposing non-ad valorem assessments; and

MSTU Area

WHEREAS, the Board of County Commissioners of Lake County, Florida, has elected to designate a geographic area of the County coterminous with the boundaries of the "Lake County Municipal Service Taxing Unit for Fire Protection" (the "MSTU Area") and, additionally and supplementally, impose such assessments using the procedures provided by Ordinance No. 1998-63, as amended; and

WHEREAS, the Board of County Commissioners shall additionally continue to collect the portion of the County's fire assessment in the Town of Lady Lake within the MSTU Area and outside the VFD Area (as defined herein); and

WHEREAS, the Board of County Commissioners of Lake County, Florida, received Ordinance 2005-11 from the City of Minneola, adopted April 12, 2005, electing to be excluded from the MSTU Area effective October 1, 2005; and

WHEREAS, the Board did have a study performed by Benesch, dated May 5, 2026, for the purposes of determining the maximum amount permitted by law to be assessed in the MSTU Area for the purposes outlined herein; and

WHEREAS, the Supreme Court of Florida did render an opinion on May 7, 2015, in *Morris v. City of Cape Coral,* 163 So.3d, 1174 (Fla. 2015), declaring that the fire protection services provide a benefit to vacant real property; and

WHEREAS, the May 5, 2026, Benesh Study did consider the benefit to vacant property when determining assessment rates; and

VFD Area

WHEREAS, the Board of County Commissioners of Lake County, Florida has elected to designate a geographic area of the County as the "Villages Fire District," the "VFD Area") described in the Agreement Between Lake County, Florida, the Town of Lady Lake and Village Center Community Development District Relating to Provision of Fire Services dated May 27, 2003 (the "VFD Agreement")

WHEREAS, pursuant to the VFD Agreement, Village Center Community Development District ("VCCDD") provides fire service in the VFD Area, and the County collects a special assessment within the VFD Area and remits such collections to VCCDD; and

WHEREAS, VCCDD did have a study performed by PFM Financial Advisors LLC, which produced the Fire/Rescue Service Special Assessment Report dated March 6, 2024, as supplemented by the Village Center Community Development District (VCCDD) Fire/Rescue Service Lake County Addendum dated May 7, 2025 (attached hereto as Appendix "E", and incorporated herein by reference), for the purposes of determining the fair and reasonable allocation of the VFD assessment among the benefitted properties, and

WHEREAS, the proposed County VFD assessment continues to be consistent with the PFM Study; and

WHEREAS, VCCDD also contracts with the Town of Lady Lake ("Town") and the City of Fruitland Park ("City"), to provide fire protection services, with both the Town and City levying separate special assessments consistent with the PFM Study and remitting the proceeds thereof to VCCDD; and

WHEREAS, the VCCDD, Town, City, and County have proposed an Interlocal Agreement for the Villages Public Safety Department Special Assessment Funding, whereby the parties intend to save taxpayer time and money by combining the three (3) separately administered assessments into a single County-administered assessment beginning in fiscal year 2026-2027, thereby reducing the number of assessment rolls, advertisements, and notices that must be prepared, and published, and the number of hearings that must be held each fiscal year; and

WHEREAS, upon approval of the Interlocal Agreement for the Villages Public Safety Department Special Assessment Funding by all parties, the County will expand the VFD Area and impose a special assessment in accordance with the PFM Study that will be incorporated in the category known as the Villages Fire District; and

County Purpose

WHEREAS, the adoption of this Resolution serves the health, safety and general

welfare of the residents of Lake County.

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

SECTION 1. RECITALS INCORPORATED. The above recitals are true and correct and incorporated herein.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Ordinance Nos.1990-24, 1991-18, 1998-63, and 1998-64, sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS. This Resolution constitutes the Initial Assessment Resolution as defined in Ordinance No. 1998-63, as amended (the "Ordinance"). All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Building Area" means the adjusted area of a Building expressed in square feet and reflected on the Tax Roll or, in the event such information is not reflected or determined not to be accurately reflected on the Tax Roll, that area determined by the County.

"Building Code" means the combination of the Building Type and the DOR Code to designate the Property Use Categories.

"Building Types" mean the building use codes, including the R Building Types and the C Building Types, assigned by the Property Appraiser to buildings on Tax Parcels within the County to designate residential or non-residential uses.

"C Building Types" mean buildings assigned a building use code by the Property Appraiser which designates the building is used for non-residential purposes, except for the parcels considered to be in the classifications of Recreational Vehicle Park Property and/or Hotels/Motels Property.

"Code Descriptions" mean the code descriptions listed in the Fixed Property Use Codes, Interior Use Codes and the Building Code.

"Commercial Property" means those Tax Parcels with a Code Description designated as "Commercial" in the Building Code, except those Tax Parcels designated for Recreational Vehicle Parks and/or Hotels/Motels.

"Cost Apportionment" means the apportionment of the Fire Services Assessed Cost among all Property Use Categories according to the Demand Percentages established pursuant to the apportionment methodology described in Section 7 of this Initial Assessment Resolution.

"Demand Percentage" means the percentage of demand for fire services, facilities, or programs attributable to each Property Use Category determined by analyzing the historical demand for fire services as reflected in Incident Reports in the State Database under the methodology described in Section 7 of this Initial Assessment Resolution.

"DOR Code" means a property use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to Tax Parcels within the County.

"Dwelling Unit" means (1) a Building or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes, travel trailers, or the like for residential purposes, except in the case of Recreational Vehicle Park Property.

"Estimated Fire Assessment Rate Schedule" means that rate schedule attached hereto as Appendix B and hereby incorporated herein by reference, specifying the Fire Services Assessed Costs determined in Section 9 of this Initial Assessment Resolution and the estimated Fire Assessments established in Section 9 of this Initial Assessment Resolution.

"Fixed Property Use Codes" means the property use codes used by NFIRS as specified in Appendix A attached hereto and incorporated herein by reference.

"Hotel/Motel" means a Non-Residential type property assigned a Building Code by the Property Appraiser which designates the parcel is used for hotel or motel purposes.

"Incident Report" means an individual report filed with the Florida State Fire Marshal under NFIRS.

"Industrial/Warehouse Property" means those Tax Parcels with a Code Description designated as "Industrial/Warehouse" in the Building Code, except for the Tax Parcels with a Building Code considered to be within the classifications of Recreational Vehicle Park Property and/or Hotel/Motel Property.

"Institutional Property" means those Tax Parcels with a Code Description designated as "Institutional" in the Building Code, except for the Tax Parcels with a Building Code considered to be within the classifications of Recreational Vehicle Park Property and/or Hotel/Motel Property.

"Interior Use Codes" means buildings assigned an interior finish code by the Property Appraiser which designates the use of the building, except for the parcels considered to be in the classification of Recreational Vehicle Park Property and/or Hotels/Motels Property.

"Lake County Municipal Service Taxing Unit for Fire Protection," the municipal service taxing or benefit unit heretofore established by the Board in Ordinance No. 1990-24 and Ordinance No. 1991-18, as amended by Ordinance No. 1998-64.

"Mixed Use Property" means a Tax Parcel that contains buildings whose use descriptions are capable of assignment under a Code Description in the Building Code in more than one Property Use Category.

"Mobile Home Park Property" means those Tax Parcels categorized by the Property Appraiser's "Land Use Record List" as "0210 Rental Trailer Park" or other similar categories, and which, in fact, are lawfully used as a rental park setting for residential mobile homes or the like.

"NFIRS" means the National Fire Incident Reporting System developed by the Federal Emergency Management Agency, United States Fire Administration.

"Non-Residential Property" means, collectively, Commercial Property, Industrial/Warehouse Property, Institutional Property and includes Recreational Vehicle Park Property and Hotel/Motel Property.

"Parcel Apportionment" means the further apportionment of the Fire Services Assessed Cost allocated to each Property Use Category by the Cost Apportionment among the Tax Parcels under the methodology established in Section 8 of this Initial Assessment Resolution.

"Property Use Categories" means, collectively, Residential Property and all categories of Non-Residential Property.

"R Building Types" mean buildings assigned a building use code by the Property Appraiser which designates the building is used for residential purposes, excluding Tax Parcels designated as Recreational Vehicle Park Property.

"Recreational Vehicle Park Property" means those Tax Parcels set aside and offered by a person, for either direct or indirect renumeration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of recreational vehicles. For assessment purposes, this property is also defined as a Non-Residential parcel and any park with fewer than five mobile home rental spaces on the associated Lake County Health Department permit.

"Residential Property" means those Tax Parcels with a multi-family use under the DOR Codes together with those Tax Parcels with a Code Description designated as "Residential" in the Building Code, excluding Recreational Vehicle Park Property.

"State Database" means the incident data specific to the County derived from the NFIRS Incident Reports maintained by the Florida State Fire Marshal.

"Tax Parcel" means a parcel of property located within the County to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"**Vacant Parcel"** means non-improved parcels or land and non-agricultural lands that have the Department of Revenue (DOR) code classification of 00, 10, 40, 70, 80 and 99. For purposes of the fire assessment program, the following sub-categories are excluded as it has been determined that these properties do not benefit from the availability of fire services: 0005 (vacant residential unbuildable), 1004 (commercial common elements/areas), 1005 (vacant commercial unbuildable), 1010 (cell tower site), 1020 (billboard site), 4005 (vacant industrial unbuildable), 7005 (vacant institutional unbuildable), 8094 (gov't ROW), 8095 (gov't submerged land), 8096 (gov't wetland).

"VFD Assessment" means a special assessment imposed pursuant to agreement with VCCDD to offset the cost of fire service provided by VCCDD in the VFD, outside the Lake County Municipal Service Taxing Unit for Fire Protection.

SECTION 4. PROVISION AND FUNDING OF FIRE SERVICES.

(A) Upon the imposition of a Fire Assessment for fire services, facilities, or programs against Assessed Property in the MSTU Area, the County shall provide fire services to such Assessed Property. A portion of the cost to provide such fire services, facilities, or programs shall be funded from proceeds of the Fire Assessments. The remaining cost required to provide fire services, facilities, and programs shall be funded by available County revenues other than Fire Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the MSTU Area will be benefited by the County's provision of fire services, facilities, and programs in an amount not less than the Fire Assessment imposed against such parcel, computed in the manner set forth in this Initial Assessment Resolution.

(C) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the VFD Area and subject to VFD Assessments will be benefited by VCCDD's provision of fire services, facilities, and programs, pursuant to its agreement with the County, in an amount not less than the assessment imposed against such parcel, computed in the manner set forth in the PFM Study as incorporated herein.

SECTION 5. IMPOSITION AND COMPUTATION OF FIRE ASSESSMENTS.

(A) Fire Assessments shall be imposed until discontinued or changed within the geographic area of the County coterminous with the boundaries of the Lake County Municipal Service Taxing Unit for Fire Protection against all Tax Parcels within the Property Use Categories. Fire Assessments shall be computed in the manner set forth in this Initial Assessment Resolution until discontinued or changed.

(B) VFD Assessments shall be imposed until discontinued or changed within the VFD consistent with the PFM Study. VFD Assessments shall be computed in the manner set forth in the PFM Study until discontinued or changed.

SECTION 6. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. It is hereby ascertained and declared that the Fire Services Assessed Costs provide a special benefit to the Assessed Property based upon the following legislative determinations.

General

(A) The County is the exclusive provider of fire services, facilities and programs to the Assessed Property in the MSTU Area. VCCDD, through its agreements with the County, City, and Town, is the exclusive provider of fire services, facilities and programs to the Assessed Property in the VFD Area of Lake County.

(B) Upon the adoption of this Initial Assessment Resolution determining the Fire Services Assessed Costs and identifying the Assessed Property to be included in the Assessment Roll, the legislative determinations of special benefit ascertained and declared in the Ordinance are hereby ratified and confirmed.

(C) It is fair and reasonable to use the Building Code and the DOR Codes for the Cost Apportionment and the Parcel Apportionment because: (1) the Tax Roll database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and Building Area for improved property within the County, and (2) the Tax Roll database within such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll which compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Method of Collection.

(D) Combining data available in the Building Code is more useful and accurate to determine Building Area than relying exclusively upon the data maintained in the DOR Code alone because (1) the data maintained in the Building Code reveals the existence of a Building with a different use than the use described on the DOR Code, and (2) the Building Code represents records maintained by the Property Appraiser with the most information relative to Building Area regardless of property use.

Cost Apportionment

(E) Apportioning Fire Services Assessed Costs among classifications of improved property based upon historical demand for fire services is fair and reasonable and proportional to the special benefit received.

(F) The Incident Reports are the most reliable data available to determine the potential demand for fire services from property use and to determine the benefit to property use resulting from the availability of fire services to protect and serve buildings located within Assessed Property and their intended occupants. There exists sufficient Incident Reports documenting the historical demand for fire services from Assessed Property within the Property Use Categories. The Demand Percentage determined for each Property Use

Category by an examination of such Incident Reports is consistent with the experience of the County. Therefore, the use of Demand Percentages determined by an examination of Incident Reports is a fair and reasonable method to apportion the Fire Services Assessed Costs among the Property Use Categories.

(G) The historical demand for fire service availability for multi-family and single-family Residential Property is substantially similar and any difference in the percentage of documented fire calls to such specific property uses is statistically insignificant.

(H) Vacant property benefits from having fire protection services available, which in turn raises property value and marketability, limits liability by containing fire and preventing its spread to other parcels, ensures immediate response, and heightening the use an enjoyment of all properties. *Morris v. City of Cape Coral*, 163 So.3d 1174 (Fla. 2015). As such, it is fair and reasonable to include within the Demand Percentage calculation the Incident Reports documenting fire services provide to property uses that do not contain a Building, while still excluding agricultural parcels that are exempt from fire assessments pursuant to CS/HB 773 (2016).

Residential Parcel Apportionment

(I) The size of the Residential Property determines the scope of the required fire service response. The potential demand for fire services is driven by the existence of a dwelling unit, the size of the structure, and the anticipated average occupant population.

(J) Apportioning the Fire Services Assessed Costs for fire services attributable to Residential Property on a per square foot range basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of Parcel Apportionment based upon historical call data. This provision shall not apply to Recreational Vehicle Park Property.

Non-Residential Parcel Apportionment

(K) The risk of loss and the demand for fire service availability is substantially the same for Buildings below a certain minimum size. Because the value and anticipated occupancy of non-residential buildings below a certain minimum size is less, it is fair, reasonable and equitable to provide a lesser assessment burden on improved property containing such Buildings by the creation of specific Building Area classification ranges for such parcels.

(L) The separation of improved Non-Residential Property into Building Area classification ranges is fair and reasonable for the purposes of Parcel Apportionment because: (1) the absence of a need for precise square footage data within the ad valorem tax records maintained by the Property Appraiser undermines the use of actual Building Area within each improved parcel as a basis for Parcel Apportionment; (2) the administrative expense and complexity created by an on-site inspection to determine the actual Building Area within each improved parcel assessed is impractical; (3) the demand for fire service availability is not precisely determined or measured by the actual Building

Area within benefited parcels; and (4) the classification of parcels within Building Area classification ranges is a fair and reasonable method to classify benefited parcels and to apportion costs among benefited parcels that create similar demand for the availability of fire services. This provision shall not apply to Recreational Vehicle Park Property and/or Hotel/Motel Property.

(M) Buildings on Non-Residential Property consisting of an area of 250 square feet or less are typically unoccupied outbuildings. The data maintained by the Property Appraiser as to the area of these buildings may not be as reliable as the data maintained on other buildings, as the smallest buildings typically have little value for ad valorem tax purposes. Thus, the administrative costs for developing and maintaining accurate data relative to revenue received in diligently calculating the buildings' taxable value is unreasonably high. Consequently, buildings that are not Dwelling Units on Non-Residential Property consisting of an area of 250 square feet or less shall not be included in the Non-Residential parcel apportionment and shall not be subject to a Fire Assessment. This provision shall not apply to Recreational Vehicle Park Property and/or Hotel/Motel Property.

(N) The demand for the availability of fire services diminishes at the outer limit of building size since a fire occurring in a structure greater than a certain size is not capable of being suppressed under expected conditions and the fire control activities under such circumstances are directed to avoid the spread of the fire event to adjacent buildings. Therefore, it is fair and reasonable to place a cap on the Building Area classification of benefited parcels within Non-Residential Property, as set forth in Appendix C. This provision shall not apply to Recreational Vehicle Park Property and/or Hotel/Motel Property.

Institutional Property whose use is exempt from ad valorem taxation under Florida law provide facilities and uses to the ownership, occupants, membership as well as the public in general that otherwise might be requested or required to be provided by the County, and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable to impose Fire Assessments upon such parcels of Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law at 36 percent of the actual Fire Assessment otherwise due.

Recreational Vehicle Park and Hotel/Motel Parcel Apportionment

(O) Apportioning the Fire Services Assessed Costs for fire services attributable to Recreational Vehicle Park Property based on the number of rental spaces on the associated Lake County Health Department permit and to Hotel/Motel Property based on the number of rooms on the associated Lake County occupational license is fair and reasonable in order to meet the compliance requirements set forth in recent legislation. This parcel apportionment is based on the directives of House Bill 460 passed in May 2002 that mandates that Recreational Vehicle Park Property and Hotel/Motel Property be assessed in the same manner.

Adoption of this Resolution constitutes a legislative determination that all such parcels

assessed derive a special benefit, as set forth in the Ordinance from the fire services, facilities, or programs provided and a legislative determination that the Fire Assessments imposed hereunder are fairly and reasonably apportioned among the properties receiving such special benefit.

Vacant Parcel Apportionment

(P) Apportioning the Fire Services Assessed Costs for fire services attributable to Vacant Parcels based on the number of parcels, less those parcels classified as agricultural lands under Section 193.461, Florida Statutes, is fair and reasonable in order to meet compliance requirements of recent legislation and decisions issued by the Florida Supreme Court. This parcel apportionment is based on CS/HB 773 passed in 2016, effective November 1, 2017, and on the decision of the Florida Supreme Court in *Morris v. City of Cape Coral*, 163 So.3d. 1174 (Fla. 2015).

Adoption of this Resolution constitutes a legislative determination that all such parcels assessed derive a special benefit from the fire services, facilities, or programs provided and a legislative determination that the Fire Assessments imposed hereunder are fairly and reasonably apportioned among the properties receiving the benefit.

SECTION 7. COST APPORTIONMENT METHODOLOGY.

(A) To correlate the Property Use Categories with the State Database, the Code Descriptions within the Fixed Property Use Codes similar to Code Descriptions within the Building Code that was used to determine the Property Use Categories were identified. Appendix A contains a designation of Code Descriptions by Property Use Category with the Fixed Property Use Codes. Such correlation between Code Descriptions by Property Use Category between the Fixed Property Use Codes and the Building Code is necessary to allocate the historical demand for fire services as reflected by the Incident Reports for Tax Parcels on the Tax Roll within the Property Use Categories.

(B) Based upon such correlation by Property Use Category between the Code Descriptions in the Fixed Property Use Codes and the Code Descriptions in the Building Codes, the number of Incident Reports filed within an annual sampling period were determined for each Property Use Category. A Demand Percentage was then determined for each Property Use Category by calculating the percentage that Incident Reports allocated to each Property Use Category, bear to the total number of Incident Reports documented for all Property Use Categories within the sampling period.

(C) The Demand Percentage for each Property Use Category was then applied to the Fire Services Assessed Costs and the resulting product is the cost allocation of that portion of the Fire Services Assessed Costs allocated to each individual Property Use Category.

SECTION 8. PARCEL APPORTIONMENT METHODOLOGY.

(A) The apportionment among Tax Parcels of that portion of the Fire Services Assessed Costs apportioned to each Property Use Category under the Cost Apportionment shall be consistent with the Parcel Apportionment methodology described and determined in Appendix C, which Parcel Apportionment methodology is hereby approved, adopted, and

incorporated into this Initial Assessment Resolution by reference.

(B) It is hereby acknowledged that the Parcel Apportionment methodology described and determined in Appendix C is to be applied in the calculation of the estimated Fire Assessment rates established in Section 9 of this Initial Assessment Resolution.

SECTION 9. DETERMINATION OF FIRE SERVICES ASSESSED COSTS; ESTABLISHMENT OF INITIAL FIRE ASSESSMENTS.

(A) The Fire Services Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2026, is the amount determined in the Estimated Fire Assessment Rate Schedule, attached hereto as Exhibit B. The approval of the Estimated Fire Assessment Rate Schedule by the adoption of this Initial Assessment Resolution determines the amount of the Fire Services Assessed Costs. The remainder of such Fiscal Year budget for fire services, facilities, and programs shall be funded from available County revenue other than Fire Assessment proceeds.

(B) The estimated Fire Assessments specified in the Estimated Fire Assessment Rate Schedule are hereby established to fund the specified Fire Services Assessed Costs determined to be assessed in the Fiscal Year commencing October 1, 2026.

(C) The estimated Fire Assessments established in this Initial Assessment Resolution shall be the estimated assessment rates applied by the County Manager in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2026, as provided in Section 10 of this Initial Assessment Resolution.

(D) The estimated Maximum Assessment Rates specified in the Estimated Fire Assessment Rate Schedule are hereby established and represent the estimated

Maximum Assessment Rate which may be applied by the County Manager, upon direction by the Board, without supplying additional notice to affected Owners as provided for in the Ordinance.

SECTION 10. ASSESSMENT ROLL.
(A) The County Manager is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2026, in the manner provided in the Ordinance. The Assessment Roll shall include all Tax Parcels within the Property Use Categories. The County Manager shall apportion the estimated Fire Services Assessed Cost to be recovered through Fire Assessments in the manner set forth in this Initial Assessment Resolution.

(B) A copy of this Initial Assessment Resolution, documentation related to the estimated amount of the Fire Services Assessed Cost to be recovered through the imposition of Fire Assessments, and the preliminary Assessment Roll shall be maintained on file in the Office of the County Manager and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be printed form if the amount of the Fire Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Assessments for fire services as set forth in this Initial Assessment Resolution is a fair and reasonable method of apportioning the Fire Services Assessed Cost among parcels of Assessed Property.

SECTION 11. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 9:00 a.m. or soon thereafter on September 8, 2026, in the Commission Chambers, Second Floor, 315 West Main Street, Tavares, Florida, at which time the Board will receive and consider any comments on the Fire Assessments from the public and affected property owners and consider imposing Fire Assessments and collecting such assessments on the same bill as ad valorem taxes.

SECTION 12. NOTICE BY PUBLICATION. The County Manager shall publish a notice of the public hearing authorized by Section 11 hereof in the manner and time provided in Section 10.5-44 of the Ordinance. The notice shall be published no later than August 19, 2026, in substantially the form attached hereto as Appendix D.

SECTION 13. NOTICE BY MAIL. The County Manager shall also provide notice by first-class mail to the Owner of each parcel of Assessed Property, as required by Section 10.5-45 of the Ordinance. Notice information to the Owner of each parcel of Assessed Property will be included on the Truth-In-Millage (TRIM) notice mailed by the Lake County Property Appraiser.

Such notices shall be mailed no later than August 19, 2026.

SECTION 14. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Fire Assessments will be utilized for the provision of fire services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire services, facilities, and programs.

SECTION 15. EFFECTIVE DATE. This Initial Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 23rd day of June, 2026.

BOARD OF COUNTY
COMMISSIONERS
ATTEST: 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

APPENDIX A

FIXED PROPERTY USE CODES

Use Code	Description	Category
001	SFR	RESIDENTIAL
002	MULTI-FAMILY	MULTI-FAMILY
003	MOBILE HOME	RESIDENTIAL
004	RV SPACE	RV SPACES
005	COMMERCIAL	COMMERCIAL
006	INDUSTRIAL	INDUSTRIAL/WAREHOUSE
007	WAREHOUSE	INDUSTRIAL/WAREHOUSE
008	GOVERNMENT	INSTITUTIONAL
009	PUBLIC SCHOOLS	INSTITUTIONAL
010	RELIGIOUS	INSTITUTIONAL
011	OTHER INSTITUTIONAL	INSTITUTIONAL
012	NON-STRUCTURAL	VACANT
013	VEHICLE	NON-SPECIFIC
014	ROADWAYS/RIGHT OF WAY	NON-SPECIFIC
015	OPEN LAND/FIELD	AGRICULTURAL
HHH	HOTEL/MOTEL	HOTEL/MOTEL

APPENDIX B

ESTIMATED FIRE ASSESSMENT RATE SCHEDULE

SECTION B-1. DETERMINATION OF FIRE SERVICES ASSESSED COSTS.
The estimated Fire Services Assessed Costs to be assessed for the Fiscal Year commencing October 1, 2026, is $54,467,645.

SECTION B-2. ESTIMATED FIRE ASSESSMENTS. The estimated Fire Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Services Assessed Cost for the Fiscal Year commencing October 1, 2026, are hereby established as follows for the purpose of this Initial Assessment Resolution:

Residential Property Use	Rate Per Square Foot Ranges			
	0-800	$370		
	801-1,499	$415		
	1,500-2,499	$415		
	2,500-100,000	$415		
RV Parks - Spaces	Rate Per Space	$124		
Hotel and Motel	Rate Per Room	$124		
The Villages Fire District	Readiness Rate per Parcel	$239.14	For VFD Assessment, "ERU" means equivalent residential unit. An ERU is 1,714 Square Feet. The Demand Rate per ERU varies by Land Use Code, as set forth in the PFM Study. All Dwelling Units are considered 1 ERU. Exemptions are as set forth in the PFM Study.	
	Residential Demand Rate Per ERU	81.57		
	Rate per Dwelling Unit	320.71		
	Rate per Exempt Parcel	$0		
Vacant Land Property	Rate Per Parcel	$143		
Non-Residential Property Use Categories	Building Classification (square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	< 250	$0	$0	$0
	251 - 1,999	$540	$203	$848
	2,000 - 3,499	$1,080	$406	$1,696
	3,500 - 4,999	$1,890	$711	$2,968
	5,000 - 9,999	$2,700	$1,015	$4,240
	10,000 - 19,999	$5,400	$2,030	$8,480
	20,000 - 29,999	$10,800	$4,060	$16,960
	30,000 - 39,999	$16,200	$6,090	$25,440
	40,000 - 49,999	$21,600	$6,090	$33,920
	> 50,000	$49,140	$6,090	$59,360

SECTION B-3. ESTIMATED MAXIMUM ASSESSMENT RATES. Based on a study performed by Benesh, dated May 5, 2026, and a study by PFM Financial Advisors dated May 7, 2025, for the Villages Fire District, the estimated Maximum Assessment Rates which could be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment are hereby established as follows for the purpose of this Initial Assessment Resolution:

Residential Property Use	Rate Per Square Foot Ranges			
	0-800	$370		
	801-1,499	$415		
	1,500-2,499	$415		
	2,500-100,000	$415		
RV Parks - Spaces	Rate Per Space	$124		
Hotel and Motel	Rate Per Room	$124		
The Villages Fire District	Readiness Rate per Parcel	$239.14	For VFD Assessment, "ERU" means equivalent residential unit. An ERU is 1,714 Square Feet. The Demand Rate per ERU varies by Land Use Code, as set forth in the PFM Study. All Dwelling Units are considered 1 ERU. Exemptions are as set forth in the PFM Study.	
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Non-Residential Property Use Categories	Building Classification (square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	< 250	$0	$0	$0
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	3,500 - 4,999	$1,890	$711	$2,968
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	20,000 - 29,999	$10,800	$4,060	$16,960
	30,000 - 39,999	$16,200	$6,090	$25,440
	40,000 - 49,999	$21,600	$6,090	$33,920
	> 50,000	$49,140	$6,090	$59,360

SECTION B-4. REDUCTION IN FIRE ASSESSMENTS IMPOSED UPON TAX EXEMPT INSTITUTIONAL PROPERTY. The Fire Assessment for each Tax Parcel of Institutional Property which is wholly exempt from ad valorem taxes shall be calculated and imposed at 36 percent of the Fire Assessment for Institutional Property.

SECTION B-5. SUPPLEMENTAL FUNDING. Any shortfall in the expected Fire Assessment proceeds due to any reduction or exemption from payment of the Fire Assessments required by law or authorized by the Board shall be supplemented by any

legally available funds, or combination of such funds, and shall not be paid for by proceeds of funds derived from the Fire Assessments. It is the legislative determination of the Board that in the event a court of competent jurisdiction determines any exemption or reduction by the Board is improper or otherwise adversely affects the validity of the Fire Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Assessment upon each affected Tax Parcel in the amount of the Fire Assessment that would have been otherwise imposed save and except for such reduction or exemption afforded to such Tax Parcel by the Board.

APPENDIX C

PARCEL APPORTIONMENT METHODOLOGY – MSTU AREA

Within the geographic area of the County designated by the Board as the MSTU Area, the Cost Apportionment to each Property Use Category and to Mixed Use Property shall be apportioned among the Tax Parcels within each Property Use Category and to Mixed Use Property Tax Parcels as follows. Within the geographic area of the County designated as the Villages Fire District, the Cost Apportionment to each Property Use Category shall be in accordance with the PFM Study.

SECTION C-1. RESIDENTIAL PROPERTY. The Fire Assessment for each Tax Parcel of Residential Property shall be computed by multiplying the Demand Percentage attributable to Residential Property by the Fire Services Assessed Costs, dividing such product by the total number of Dwelling Units shown on the Tax Roll, and then multiplying such quotient by the number of Dwelling Units located on such Tax Parcel, excluding Tax Parcels classified as Recreational Vehicle Park Property.

SECTION C-2. NON-RESIDENTIAL PROPERTY. The Fire Assessments for Non-Residential Property shall be computed as follows:

(A) Respectively, multiply the Fire Services Assessed Costs by the Demand Percentage attributable to each of the non-residential Property Use Categories. The resulting dollar amounts reflect the portions of the County's fire services budget to be respectively funded from Fire Assessment revenue derived from each of the non-residential Property Use Categories.

(B) Notwithstanding the definition of “Dwelling Units” in this Resolution, vacant lots in Mobile Home Park Property shall not be considered as Dwelling Units of Residential Property and shall not be subject to the Fire Assessment.

Vacant lots in such parcels of Mobile Home Park Property shall be those found by the County Manager based on the physical inspection of such property conducted annually between the months of December and March. It is fair and reasonable to exclude vacant lots from the Parcel Apportionment to provide for the similar treatment of Mobile Home Park Property to that of vacant lots in other Tax Parcels without an improvement. It is also fair and reasonable to determine whether a lot is vacant in Mobile Home Park Property based on a physical inspection of such property previously conducted by the County Manager.

(C) Separate each Building in each of the non-residential Property Use Categories into one of the following square footage categories, excluding Buildings classified within Recreational Vehicle Park Property, Hotel/Motel Property and as defined in Section 6.N. of this Initial Assessment Resolution pertaining to Buildings less than 251 square feet:

(1) Buildings with a Building Area between 251 square feet and 1,999 square feet;

(2) Buildings with a Building Area between 2,000 square feet and 3,499 square feet;

(3) Buildings with a Building Area between 3,500 square feet and 4,999 square feet;

(4) Buildings with a Building Area between 5,000 square feet and 9,999 square feet;

(5) Buildings with a Building Area between 10,000 square feet and 19,999 square feet;

(6) Buildings with a Building Area between 20,000 square feet and 29,999 square feet;

(7) Buildings with a Building Area between 30,000 square feet and 39,999 square feet;

(8) Buildings with a Building Area between 40,000 square feet and 49,999 square feet; and

(9) Buildings with a Building Area of 50,000 square feet or greater.

(D) As to each non-residential Property Use Category multiply the number of Buildings categorized in:

(1) Subsection (C)(1) of this Section by 1,000 square feet;

(2) Subsection (C)(2) of this Section by 2,000 square feet;

(3) Subsection (C)(3) of this Section by 3,500 square feet;

(4) Subsection (C)(4) of this Section by 5,000 square feet;

(5) Subsection (C)(5) of this Section by 10,000 square feet;

(6) Subsection (C)(6) of this Section by 20,000 square feet;

(7) Subsection (C)(7) of this Section by 30,000 square feet;

(8) Subsection (C)(8) of this Section by 40,000 square feet; and

(9) Subsection (C)(9) of this Section by 50,000 square feet.

(E) For each non-residential Property Use Category, sum the products of subsections (D)(1) through (D)(9) of this Section. The sum of these products reflects an aggregate square footage area for each non-residential Property Use Category to be used by the County in the computation of Fire Assessments.

(F) Divide the product of subsection (A) of this Section relative to each of the non-residential Property Use Categories by the sum of the products for each non-residential Property Use Category described in subsection (E) of this Section. The resulting quotient expresses a dollar amount adjusted or weighted per square foot of improved area to be used in computing Fire Assessments on each of the respective non-residential Property Use Categories.

(G) For each of the non-residential Property Use Categories, multiply the resulting quotients from subsection (A) of this Section by each of the respective products in subsections (D)(1) through (D)(9) of this Section. The resulting products for each non-residential Property Use Category expresses a series of gross dollar amounts expected to be funded by all Buildings in the respective non-residential Property Use Categories in each of the square footage categories described in subsection (C) of this Section.

(H) For each of the non-residential Property Use Categories, divide each of the respective products of subsection (G) of this Section by the number of Buildings determined to be in each of the square footage categories identified in subsection (C) of this Section. The result expresses the respective dollar amounts of the Fire Assessments to be imposed upon each Building in each of the non-residential Property Use Categories.

SECTION C-3. RECREATIONAL VEHICLE PARK PROPERTY AND HOTEL/MOTEL PROPERTY. The Fire Assessments for Recreational Vehicle Park Property and Hotel/Motel Property shall be computed in the same manner as Non-Residential Property in Appendix C, Section C-2, except as follows:

(A) Recreational Vehicle Park Property shall be computed using the number of rental spaces shown on the associated Lake County Health Department permit multiplied by the rate in the associated "RV Parks-Spaces" category of the Assessment Rate Schedule.

(B) Hotel/Motel Property shall be computed using the number of rooms provided on the associated occupational license filed with the Lake County Tax Collector's Office multiplied by the rate in the associated "Hotel and Motel Rooms" category of the Assessment Rate Schedule.

(C) Pursuant to Section 125.0168, Florida Statutes, a recreational vehicle park owner may request the County to consider the occupancy rates to ensure the assessment is fairly and reasonably apportioned among the recreational vehicle parks receiving the special benefit. The park owner must provide occupancy data sufficient to support the request.

SECTION C-4. MIXED USE PROPERTY. The Fire Assessments for each Tax Parcel classified in two or more Property Use Categories shall be the sum of the Fire Assessments computed for each Property Use Category.

SECTION C-5. VACANT PROPERTY. The Fire Assessments for each Vacant Property shall be computed as follows:

(A) Vacant land refers to parcels/lands without a structure, and non-agricultural vacant lands have the Department of Revenue (DOR) code classification of 00, 10, 40, 70, 80, and 99. For purposes of the fire assessment program, certain sub-categories are exempt due to lack of benefit to the property from the availability of the Fire Department's services. These include:

- 0005 = Vacant Residential Unbuildable
- 1004 = Commercial Common Elements/Areas
- 1005 = Vacant Commercial Unbuildable
- 1010 = Cell Tower Site
- 1020 = Billboard Site
- 4005 = Vacant Industrial Unbuildable
- 7005 = Vacant Institutional Unbuildable
- 8094 = Govt Right-of-Way
- 8095 = Govt Submerged Land
- 8096 = Govt Wetland

(B) Properties falling within the exception set forth in Section 125.01(1)(r), Florida Statutes, as of November 1, 2018, shall also be exempt from this assessment.

APPENDIX D

To Be Published by August 19, 2026

NOTICE OF HEARING TO IMPOSE AND

PROVIDE FOR COLLECTION OF FIRE SPECIAL ASSESSMENTS

Notice is hereby given that the Board of County Commissioners of Lake County will conduct a public hearing to consider imposing fire assessments for the provision of fire services within the portion of the unincorporated areas of Lake County and the Towns of Astatula, Howey-in-the-Hills, Fruitland Park, Mascotte, Montverde and Lady Lake that constitute the boundaries of the Lake County Municipal Service Taxing Unit for Fire Protection.

The hearing will be held at 9:00 a.m. or soon thereafter on September 8, 2026, in the Commission Chambers, Second Floor, 315 West Main Street, Tavares, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners within 20 days of this notice. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Office of Facilities Management at (352) 343-9760 at least 48 hours prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire assessment schedules for the Fiscal Year commencing October 1, 2026.

FIRE ASSESSMENT RATES

Residential Property Use	Rate Per Square Foot Ranges			
	0-800	$370		
	801-1,499	$415		
	1,500-2,499	$415		
	2,500-100,000	$415		
RV Parks - Spaces	Rate Per Space	$124		
Hotel and Motel	Rate Per Room	$124		
The Villages Fire District	Readiness Rate per Parcel	$239.14	For VFD Assessment, "ERU" means equivalent residential unit. An ERU is 1,714 Square Feet. The Demand Rate per ERU varies by Land Use Code, as set forth in the PFM Study. All Dwelling Units are considered 1 ERU. Exemptions are as set forth in the PFM Study.	
	Residential Demand Rate Per ERU	81.57		
	Rate per Dwelling Unit	320.71		
	Rate per Exempt Parcel	$0		
Vacant Land Property	Rate Per Parcel	$143		
Non-Residential Property Use Categories	Building Classification (square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	< 250	$0	$0	$0
	251 - 1,999	$540	$203	$848
	2,000 - 3,499	$1,080	$406	$1,696
	3,500 - 4,999	$1,890	$711	$2,968
	5,000 - 9,999	$2,700	$1,015	$4,240
	10,000 - 19,999	$5,400	$2,030	$8,480
	20,000 - 29,999	$10,800	$4,060	$16,960
	30,000 - 39,999	$16,200	$6,090	$25,440
	40,000 - 49,999	$21,600	$6,090	$33,920
	> 50,000	$49,140	$6,090	$59,360

ESTIMATED MAXIMUM ASSESSMENT RATES

Residential Property Use	Rate Per Square Foot Ranges			
	0-800	$370		
	801-1,499	$415		
	1,500-2,499	$415		
	2,500-100,000	$415		
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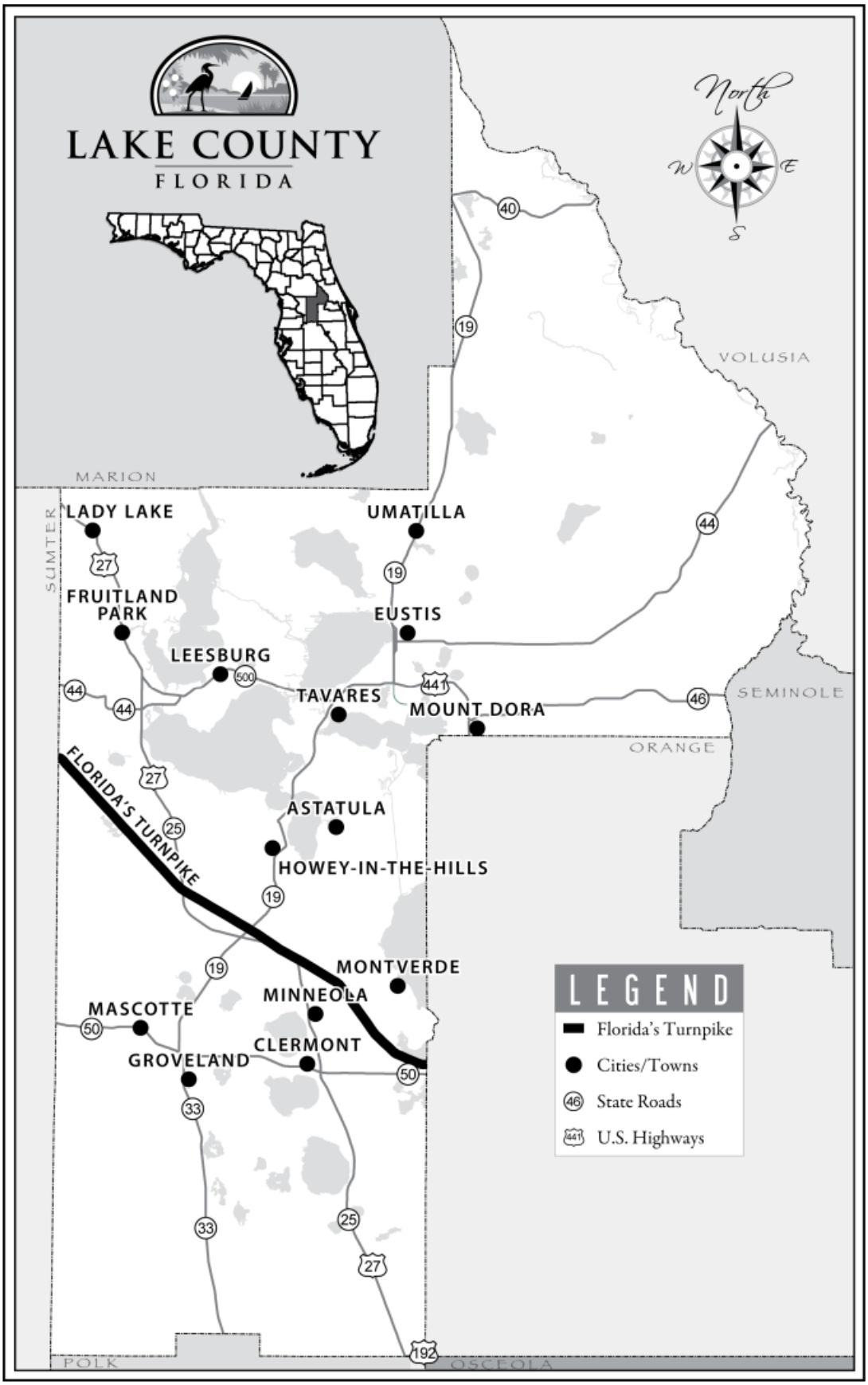
	30,000 - 39,999	$16,200	$6,090	$25,440
	40,000 - 49,999	$21,600	$6,090	$33,920
	> 50,000	$49,140	$6,090	$59,360

Copies of the Fire Assessment Ordinance, Initial Assessment Resolution, and the Preliminary Assessment Roll are available for public inspection by contacting the Office of Management and Budget by phone at 352-343-9465 or by mail to the Office of Management and Budget, P.O. Box 7800, Tavares, Florida 32778.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Office of Fire Rescue at (352) 343-9458, Monday through Friday between 8:30 a.m. and 5:00 p.m.


LAKE COUNTY
FLORIDA
North
W
E
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MARION
VOLUSIA
SUMTER
SEMINOLE
ORANGE
POLK
OSCEOLA
LADY LAKE
UMATILLA
FRUITLAND PARK
EUSTIS
LEESBURG
TAVARES
MOUNT DORA
ASTATULA
HOWEY-IN-THE-HILLS
MONTVERDE
MINNEOLA
MASCOTTE
CLERMONT
GROVELAND
FLORIDA'S TURNPIKE
LEGEND
Florida's Turnpike
Cities/Towns
State Roads
U.S. Highways

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

DATE: 05/18/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Public Hearing
THRU:
ITEM ID: 42981
Kathleen Dial, Executive Director
BY: Michael Fitzgerald, Office of Planning & Zoning Director
SUBJECT: Adoption of the Joint Planning Agreement between the Town of Montverde and Lake County

---

RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval of the Joint Planning Agreement (JPA) between the Town of Montverde and Lake County. There is no fiscal impact.

BACKGROUND SUMMARY: On April 14, 2026, the Town of Montverde adopted Resolution 2026-05, Adopting of Joint Planning Agreement (JPA) between the Town of Montverde and Lake County. The JPA creates a joint planning area boundary to be incorporated into the City and County Future Land Use (FLU) Maps. The JPA establishes procedures for reviewing and commenting on development orders and planning applications, and provides provisions for consideration of municipal annexation, utility connection, transfer of development rights, and a pathway for transportation planning to be completed. The JPA ensures the protection of the Ferndale Special Area and includes the Conservation Strategy drafted by the East Central Florida Regional Planning Council as an exhibit.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Resolution 2026-05 Adopting a Joint Planning Agreement with Lake County
2.	Joint Planning Agreement - Montverde - Executed 4.14.26
3.	Montverde JPA Adoption Legal Ad

STAFF APPROVALS AND DATES:

Michael Fitzgerald	Created/Initiated - 05/18/2026
Sheri Hutchinson	Approved - 05/18/2026
Nova Atkinson	Approved - 06/01/2026
David Eichinger	Approved - 06/01/2026
Michael Fitzgerald	Approved - 06/01/2026
Kathleen Dial	Approved - 06/03/2026

Rachel Bartolowits	Approved - 06/09/2026
Ron Falanga	Approved - 06/09/2026
Kandace Pourbaix	Approved - 06/09/2026
Miranda Lanoue	Approved - 06/09/2026
Jaime Stewart	Approved - 06/09/2026
Melanie Marsh	Approved - 06/11/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

RESOLUTION 2026-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA ADOPTING A JOINT PLANNING AGREEMENT WITH LAKE COUNTY, FLORIDA, AS AUTHORIZED PURSUANT TO SECTIONS 163.01 AND 163.3171 FLORIDA STATUTES; PROVIDING FOR DIRECTIONS TO THE TOWN CLERK, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to collaborate with Lake County to enter into a Joint Planning Agreement (JPA) that will include preservation of Ferndale Special Area as outlined in the County's Comprehensive Plan, and allow for use of signage and light poles, as well as other improvements, that meet the Green Mountain Scenic Byway standards and the Town of Montverde standards within the County's right of way; and

WHEREAS, the Town recognizes that establishment of a JPA will ensure better coordination of government services and reduce or eliminate substantial future non-conformities, and facilitate the flow of information regarding land development issues between the Town and Lake County; and

WHEREAS, the Town Council desires to approve the Joint Planning Area Agreement with Lake County, Florida.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, LAKE COUNTY, FLORIDA, AS FOLLOWS:

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.

2. The Joint Planning Area Agreement (*Lake County and the Town of Montverde*), a copy of which is attached hereto and incorporated herein, is adopted.

3. Upon adoption, the Town Clerk is hereby directed to send a copy of this Resolution and two copies of the Joint Planning Area Agreement, by United States mail to the Chairperson of the Lake County Board of County Commissioners, the County Manager of Lake County and the County Attorney of Lake County.

4. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Montverde, Florida.

ADOPTED at a meeting of the Town Council of the Town of Montverde, Lake County, Florida, this 14 day of April, 2026.

Joe Wynkoop, Mayor

Attest

Caroline Trepanier, Town Clerk

Approved as to form and legality:

Anita Geraci-Carver

Anita Geraci-Carver, Town Attorney

Council ~~Member~~ Mayor Wynkoop moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member Rubio and upon roll call on the motion the vote was as follows:

		YEA	NAY
Vacant			
Councilmember Grant Roberts		✓	
Councilmember Bryan Rubio		✓	
Vice Mayor Carol Womack	absent		
Mayor Joe Wynkoop		✓	

JOINT PLANNING AREA AGREEMENT
(Lake County and the Town of Montverde)

This **JOINT PLANNING AREA AGREEMENT** is made by and between the TOWN OF MONTVERDE, (the "TOWN") and LAKE COUNTY, Florida, a political subdivision of the State of Florida (the "COUNTY").

PREAMBLE

WHEREAS, the TOWN and the COUNTY recognize that proper intergovernmental cooperation and coordination are essential for sound growth management; and

WHEREAS, the TOWN and the COUNTY seek to have compatible land uses adjacent to their common boundaries, and ensure meaningful communication and evaluation during development review by establishing a coordinated process; and

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, the Community Planning Act (the "Act"), the TOWN and the COUNTY adopted and subsequently amended Comprehensive Plans (the "Comprehensive Plan(s)"); and

WHEREAS, the TOWN'S and the COUNTY'S Comprehensive Plans contain goals, policies, and objectives that call for the creation of interlocal agreements which deal with annexations, services delivery, and joint land use planning; and

WHEREAS, the TOWN and the COUNTY recognize that joint planning for the growth and development of their respective jurisdictions regarding all matters of common impact and interest is consistent with State law and serves the public interest; and

WHEREAS, the TOWN and the COUNTY are desirous of engaging in joint efforts to comprehensively plan certain areas within the municipal limits of the TOWN of MONTVERDE and as well as certain areas located adjacent to or in proximity of the municipal limits, all within the boundaries of Lake County, Florida (the "Joint Planning Area" or the "JPA"); and

WHEREAS, the TOWN and the COUNTY seek to have compatible land uses adjacent to their common boundaries; and

WHEREAS, the TOWN and the COUNTY wish to agree on certain procedures for the timely review and processing of annexation and development proposals within the JPA; and

WHEREAS, there is no intent for this Agreement to restrict the TOWN'S authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for lands within the corporate boundaries of the TOWN or within the JPA should the TOWN annex such lands; and

WHEREAS, there is no intent for this Agreement to restrict the COUNTY'S authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for unincorporated areas within the JPA; and

WHEREAS, this Joint Planning Agreement (this "Agreement") will provide a basis for the evaluation of future development applications and annexation proposals as well as for the adequate provision of public services; and

WHEREAS, the TOWN and the COUNTY wish to identify a joint planning area and have determined that a joint planning agreement will foster intergovernmental coordination and cooperation, economical provision of services, including utilities, and adequate utilization of existing and proposed infrastructure; and

WHEREAS, this Agreement provides the TOWN and the COUNTY with ample opportunities for renegotiation in response to changed circumstances, including the ability to see refinement or expansion of the Joint Planning Area; and

WHEREAS, public hearings with due public notice have been held by the TOWN and the COUNTY prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida Statutes; and

WHEREAS, it is the intent of the TOWN and the COUNTY that this Agreement shall be immediately applicable to any issuance of a Development Order, as defined in Article II of this Agreement, for a parcel of land located in the JPA, and submitted to the TOWN or the COUNTY after the effective date of this Agreement; and

WHEREAS, this Agreement will facilitate the flow of information regarding land development issues between the TOWN and the COUNTY; and

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Section 166.021, *Florida Statutes*; and

WHEREAS, the COUNTY possesses Home Rule powers pursuant to Article VIII, Section 1(b), of the Florida Constitution, and Section 125.01, *Florida Statutes*; and

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

WHEREAS, the TOWN and the COUNTY find that the benefits of intergovernmental communications and coordination will accrue benefit to its respective citizens.

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution, and Sections 125.01, 163.3171, 163.3177, and 166.021, *Florida Statutes*.

NOW THEREFORE, in consideration of the mutual covenants set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – INCORPORATION OF PREAMBLE

The preamble above is true and correct and is incorporated into this Agreement as if fully set forth below. This Agreement shall be considered an interlocal agreement pursuant to the authority given to the TOWN and the COUNTY, including the authority found within, but not limited to, Sections 163.01, 163.3171, and 163.3177(6)(h)1.a., *Florida Statutes*, as well as Chapter 125, Chapter 166, and Chapter 171, *Florida Statutes*, and the Constitution of the State of Florida.

ARTICLE II – DEFINITIONS

1. Act. Means the "Community Planning Act" set forth in Section 163.3161 et. seq., *Florida Statutes*, as the same may be amended or superseded from time to time.

2. Agreement. Means this Agreement as the same may be amended or supplemented as provided for herein.

3. County. Means Lake County, Florida, a political subdivision of the State of Florida.

4. County Commission. Means the elected legislative governing board of Lake County.

5. County Comprehensive Plan. Means the comprehensive plan of the COUNTY adopted pursuant to the Act, as amended from time to time.

6. Development. Means development as set forth in Sections 163.3164(14), and 380.04, *Florida Statutes*, as amended or superseded from time to time.

7. Interlocal Service Boundary Agreement or ISBA. Means the agreement adopted by the County Commission pursuant to Lake County Ordinance No. 2010-46, as subsequently amended by Lake County Ordinance No. 2024-22.

8. Joint Planning Area or JPA. Means those areas depicted in **Exhibit A1.**

9. JPA Map. Means and refers to the map, attached hereto and incorporated herein by reference as **Exhibit A1**, which designates parcels of land encompassed by this Agreement.

10. Land Development Regulations. Means ordinances enacted by the TOWN or the COUNTY for regulation of any aspect of land development, as further defined in Section 163.3164(26), *Florida Statutes*, as amended or superseded from time to time.

11. Local Planning Agency or LPA. Means the respective recommending agencies appointed by the Town Council or County Commission to review Comprehensive Plan and Land Development Regulation amendments and designated as the "Local Planning Agency or LPA" pursuant to Section 163.3174, *Florida Statutes*. The TOWN LPA is currently the TOWN Planning and Zoning Commission. The COUNTY LPA is currently the Lake County Planning and Zoning Board.

12. Parcel of Land. Means any quantity of land capable of being described with such precision or exactness that its location and boundaries may be established, which is designated by the TOWN, by the COUNTY, or by its owner or developer as land to be used or developed as a unit or which has been used or developed as a unit.

13. Town. Means the Town of Montverde, a Florida municipal corporation.

14. Town Comprehensive Plan. Means the comprehensive plan of the TOWN adopted pursuant to the Act, as amended from time to time.

15. Town Council. Means the elected legislative governing board of the Town of Montverde.

16. Unincorporated JPA. Means the area of the JPA that is not currently within the municipal limits of the TOWN, as depicted in **Exhibit A1.**

ARTICLE III – CREATION OF JOINT PLANNING AREA

1. Joint Planning Area Created. The geographical area identified in **Exhibit A1**, attached hereto and incorporated herein by reference, shall be designated as the Joint Planning Area (JPA). The JPA boundary shall be further identified by the legal and sketch description set forth in **Exhibit A4.**

2. Incorporation of Boundaries. The TOWN and the COUNTY will use their best efforts to incorporate the boundaries of the Joint Planning Area into the Future Land Use Maps of their respective plans and to include the terms and conditions stated herein. The TOWN and the COUNTY will use their best efforts to amend their Land Development Regulations to incorporate the terms and conditions stated herein. The TOWN and the Council will use their best efforts to implement the ideas set forth in Article V hereof.

3. Comprehensive Plans.

   A. It is the intent of the TOWN and the COUNTY that the Comprehensive Plans of the TOWN and the COUNTY shall ensure that the lands in the Joint Planning Area are developed consistent with development within the TOWN or as otherwise

provided for in this Agreement, and, at the same time, develop in a way that will ensure efficient provision of public infrastructure and services in this area; provided however, that the Ferndale Special Area, more particularly identified in **Exhibit B**, attached hereto and incorporated here by reference, shall be governed by the Lake County Comprehensive Plan pursuant to the ISBA.

B. The Comprehensive Plan amendments contemplated herein shall cover growth management issues and may include, but are not limited to, the following topics:

1. Timing of Urban Growth
2. Density of Urban Areas
3. Provision of Utilities
4. Environmental Resource Management
5. Annexation
6. Innovative and flexible planning such as clustering and open space provisions
7. Transportation Planning

4. Planning Standards.

A. If the COUNTY creates a land development overlay district, the TOWN shall be consulted and allowed to formally comment on the proposed district and associated regulations to ensure an orderly transition of land development between the TOWN and the COUNTY.

B. It is the intent of the TOWN and the COUNTY that any proposed Land Development Regulation of the TOWN or the COUNTY shall ensure that the lands in the JPA are developed consistent with development within the TOWN, except for the lands within the Ferndale Special Area identified in the ISBA, including application of the following standards:

1. Residential development consisting of more than four residential units per net buildable acre must have a mix of lot sizes and lot shapes;

2. Fences must be at least fifty-percent transparent allowing air and light to pass through.

C. The TOWN and the COUNTY agree that properties within the JPA, whether incorporated or unincorporated except for the lands within the Ferndale Special Area as identified in the ISBA, must not be allowed to develop at a greater density than two dwelling units per one (1) gross buildable acre, and no less than 50% of the gross buildable area of the entire site must be preserved as common open space; provided, however, that nothing herein shall prevent the COUNTY from approving higher densities consistent with the COUNTY'S Comprehensive Plan or Land Development Regulations or honoring existing entitlements on properties within the JPA Boundary.

D. The TOWN and the COUNTY agree that any proposed nonresidential development on properties within the JPA, whether incorporated or unincorporated, will be jointly reviewed and discussed by the TOWN and the COUNTY. The TOWN requests that development be limited to the following nonresidential uses: hospital, medical, office, churches, family day care homes, retail sales, restaurant, personal service establishments, government buildings/uses, golf course driving ranges within the JPA boundaries. The COUNTY shall encourage applicants to limit uses as requested by the TOWN, but nothing herein shall prevent the COUNTY from making land use decisions as set forth in Paragraph 4.E below. Notwithstanding the provisions contained in this subsection, these limitations on intensities are not applicable to properties with vested rights.

E. Notwithstanding anything to the contrary within this Agreement, the parties hereby agree and acknowledge that the State of Florida is a property rights' state pursuant to Section 70.002, *Florida Statutes*. To the extent practicable, the parties will seek to abide by the density and intensity requirements set forth under this Agreement; provided, however, that nothing herein shall restrict the COUNTY from exercising its authority to amend its Comprehensive Plan, Official Zoning Maps, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for the unincorporated areas within the JPA if such decisions are necessary to protect private property rights or to prevent litigation against the COUNTY by property owners seeking to enforce such private property rights.

5. Water and Wastewater Utilities. Upon receipt of an application for a development order for properties within the JPA, the COUNTY will require the applicant to meet with the TOWN for the purpose of discussing municipal utilities. The COUNTY shall include a provision within the approved development order that a connection to municipal utilities (if the existing water line is within 300 feet of the development property boundary or the existing sewer line is within 1000 feet of the development property boundary) is required under one of the following conditions:

A. The property is permitted to seek land use and zoning approvals from the COUNTY and to develop the property under the COUNTY'S approved development plan prior to annexation. Such development shall include, but not be limited to, pulling permits, commencing and completing vertical and horizontal site work, platting and obtaining certificates of occupancy and completion. A Covenant to Annex may be executed and recorded setting forth this requirement; provided it shall also allow the property owner to commence, continue or complete development prior to annexation at its discretion. During the time the property owner applies to annex and is being processed for final approvals by the TOWN, the COUNTY shall be able to continue to issue permits and take related actions under any approved development order.

B. The property owner voluntarily applies to annex under Section 171.044, Florida Statutes. At time of annexation, an equivalent Town Future Land Use and zoning

designation is assigned unless a formal land use and/or zoning map amendment are proposed by the property owner to change the COUNTY'S permitted intensity/density.

C. The TOWN and the property owner agree that annexation is not required but that the property owner will connect to TOWN utilities and pay the same surcharge assessed to other unincorporated residents/businesses that utilize the TOWN'S utilities.

In the event conditions (a), (b), or (c) cannot be satisfied, utilities will be considered unavailable, and the developer can provide central utilities in lieu of connecting to municipal utilities.

Notwithstanding the foregoing, the TOWN shall not extend utility lines within the Ferndale Special Area and shall not annex properties within the Ferndale Special Area as both are prohibited under the ISBA.

6. Annexation. The TOWN shall annex only lands as provided in this JPA, and where not in conflict with the ISBA, and shall not annex any lands outside the JPA without amendment of **Exhibit A** of this Agreement. Due to the low population within the TOWN'S municipal limits and its small geographic area within its municipal limits, the COUNTY agrees to continue to maintain, regardless of any adjacent annexations, the collector roadways or segments thereof, and associated drainage facilities within the JPA boundaries, unless transferred under Section 7 below, with the exception of internal roadways or segments thereof, and associated drainage facilities internal to a residential or non-residential development annexed into the TOWN. Any new roads constructed by the COUNTY within the municipal limits of TOWN, after execution of this Agreement, shall be maintained and owned by the COUNTY, unless incorporated into a separate road transfer and maintenance agreement entered into by the Parties.

7. Right-of-Way.

A. The TOWN and the COUNTY may enter into a road transfer and/or maintenance agreement(s) for COUNTY rights-of-way within the municipal limits including, but not limited to, County Road (CR) 455, Ridgewood Avenue, Seventh Street from CR 455 to 1,300 feet south of Ridgewood Avenue, and Blackstill Lake Road to Fosgate Road.

B. The TOWN may, at the TOWN'S expense, mow, and trim trees within the COUNTY rights-of-way within the municipal limits without the need for a maintenance agreement. If the TOWN elects to mow and trim trees within the COUNTY rights-of-way, the TOWN shall notify the COUNTY by providing the location and date of when such maintenance will take place to allow the COUNTY time to remove such from any existing on-call contractor's scope of services to avoid duplication of services. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents.

However, nothing herein shall constitute a waiver by either Party of sovereign immunity or statutory limitations on liability, including, but not limited to, sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, F.S., as amended.

C. Any signage and light poles installed by the TOWN or COUNTY within the rights-of-way within the JPA must be consistent with the Green Mountain Scenic Byway standards and the Town of Montverde standards for such improvements; provided, however, if the costs of signage and light poles to meet the Green Mountain Scenic Byway or TOWN standards exceeds what the COUNTY would normally pay to meet COUNTY standards, the TOWN must pay the cost differential to the COUNTY. If the TOWN declines to pay the cost differential, the COUNTY can install the COUNTY standard signage and light poles. However, if signage or light poles are being installed as a TOWN project, then the TOWN is responsible for the full cost. The TOWN will assume all maintenance responsibility for the upgraded lights. The COUNTY will assume all maintenance responsibility for standard lights.

D. The TOWN may make the following improvements within the COUNTY'S right-of-way located within municipal limits upon receipt of a Right-of-Way Utilization Permit from the COUNTY:

i. Driveway aprons with proper drainage improvements
ii. Signs
iii. Light Poles
iv. Trails
v. Sidewalks

All improvements must meet the requirements of the Florida Greenbook, latest edition, adopted by the Florida Department of Transportation (FDOT). Upon receipt of an approved Right-of-Way Utilization Permit, the TOWN shall accept all maintenance responsibility for the improvements and shall also accept all liability for any claims or damages caused as a result of such improvements.

Alternatively, the TOWN may, at the TOWN'S option, request that the COUNTY convey all or part of the County-owned right-of-way to the TOWN so that the TOWN owns and maintains such portions. Upon transfer of ownership and maintenance responsibility to the TOWN, the TOWN may install improvements as it deems necessary.

E. In exchange for the COUNTY continuing to maintain, regardless of annexations that take place, collector roadways or segments thereof, and associated drainage facilities within the JPA boundaries, the TOWN will use its best efforts to seek and obtain grant funding to assist the COUNTY with needed road improvements.

ARTICLE IV – PROCEDURES FOR REVIEWING AND COMMENTING ON DEVELOPMENT ORDERS

1. Forwarding of Development Order applications from the TOWN to the COUNTY and from the COUNTY to the TOWN.

   A. Annexation Notifications. Within ten (10) days of receiving an application for annexation for any property, the TOWN shall provide the COUNTY with initial notification of the request to annex, including a copy of the application and any other documentation provided by the applicant. Formal notification to the COUNTY under Section 171.044, Florida Statutes, shall follow at the appropriate date, and comply with statutory notice procedures.

   B. Development Applications. The TOWN and the COUNTY, within ten (10) business days of receipt of any complete and sufficient applications and/or preliminary plans associated with an application for a Development Order within the JPA shall provide a copy of such application materials to the designated department, division, or office of the other Party as is designated by the other Party via written notice to the persons described in Article VI herein. The TOWN staff and the COUNTY staff must meet to discuss the effect of such development and comments in response to an application prior to the reviewing jurisdiction issuing written comments to the applicant, unless the parties mutually agree in writing that a meeting is unnecessary. Additionally, for any meeting with a pre-applicant or an applicant to be held by the TOWN or by the COUNTY, staff of the other Party will be invited to participate. This subparagraph also apply to applications for annexation.

   C. Response Deadlines. The TOWN staff and the COUNTY staff shall provide the TOWN or COUNTY, as applicable, with its comments on the matters above, within twenty (20) business days of receipt of a copy of any such application. The noted time frames may be extended by consent of both parties so long as the time frames within the TOWN'S or the COUNTY'S Land Development Regulations and applicable Florida Statutes are met. For major developments with regional impact, the TOWN and COUNTY shall jointly agree on time frames and meetings necessary for review and approval to ensure completeness of plans.

   D. Notice of Public Hearing. If at any time the secondary jurisdiction shall consider the Development Order or application at a public meeting, the primary jurisdiction and the landowner or applicant shall be given notice of the time, date, and place of the public meeting.

   E. Development Order Amendments. If an application for a modification of a Development Order is submitted, the secondary jurisdiction shall be afforded review pursuant to the review times described in this article.

2. Review of Development Applications. In addition to the evaluation and comments normally prepared by the TOWN or the COUNTY, any comments submitted by the other Party in their review of the Development Order application shall be considered by the TOWN or the COUNTY having primary jurisdiction in its review of the Development Order, which shall include an examination of the relationship between the application, the TOWN'S and the COUNTY'S Comprehensive Plans, Land Development Regulations, and this Agreement. The CITY and COUNTY shall include the commenting agency's comments in their respective staff reports on any proposed Development Order.

3. Covenant to Annex. When reviewing any Development Order plan(s) or application(s) for properties within the JPA that are bound by a TOWN covenant to annex, the TOWN staff shall provide review comments and forward such covenant to annex directly to the COUNTY. Formal review of said plan(s) or application(s) along with the permitting, inspection and the issuance of Certificates of Occupancy on such properties shall then be the responsibility of the COUNTY. Such properties shall meet the supplemental development criteria, if any, as stipulated in the TOWN'S covenant to annex and related agreements, and any development regulations jointly adopted by the TOWN and the COUNTY for properties within the JPA. The COUNTY shall not issue a Certificate of Occupancy until the TOWN has approved all public infrastructure to be transferred to the TOWN pursuant to the terms established in the covenant to annex or related agreements and any additional TOWN requirements, including concurrency, have been met, which requirements shall be forwarded to the COUNTY as part of the Development Order application review process; provided, however, that nothing herein shall restrict the COUNTY from exercising its authority to issue a Certificate of Occupancy, especially if such decisions are necessary to protect private property rights or to prevent litigation against the COUNTY by property owners seeking to enforce such private property rights. See Paragraph 4.E. above.

4. Development Orders within the TOWN's portion of the JPA. The TOWN shall consider and shall use its best efforts to incorporate into any municipal development orders, the comments of the COUNTY for property annexed after execution of this Agreement.

5. General Staff Meetings. General meetings of the TOWN staff with the COUNTY staff will be held as often as needed to carry out the term of this Agreement.

ARTICLE V – SPECIFIC DEVELOPMENTAL AND ENVIRONMENTAL CONSIDERATIONS

1. Preservation of Density and Intensity: Ferndale Special Area. As set forth in the ISBA, it is the intent of the TOWN and the COUNTY to preserve the density and intensity of the properties within the Ferndale Special Area to the existing density and intensity prescribed in the 2030 Lake County Comprehensive Plan as amended and preserve the existing pattern of development.

2. Transfer of Development Rights Program. If the COUNTY develops a Transfer of Development Rights (TDR) Program for purposes of protecting and preserving low density rural lands, viewsheds, agricultural lands, or unique environmental features such as steep slopes, hydrological features, vegetation, and habitat, then the TOWN and the COUNTY will work together to evaluate lands that should be prioritized for preservation and conservation. Before land deemed as agriculture can be developed, both the TOWN and the COUNTY must jointly evaluate and discuss available options with the property owner and/or developer to transfer the development rights to a more suitable property closer to urban center and municipal services while still preserving the property owner/developers' property rights.

3. Conservation Strategy. It is the intent of the TOWN and COUNTY to evaluate lands that should be prioritized for preservation and conservation. Data sources to be utilized include, but are not limited to, the Marxan Model data produced from Stetson University, the Florida Land Inventory (FNAI) Layers, and any additional overlays when making planning decisions within the JPA. It is the intent that if a property overlaps with areas identified in these data sets for consideration of protection or conservation, the TOWN and COUNTY will work together to best preserve areas when and where possible. Strategies discussed in the Lake County Conservation Strategy Summary shall be considered but additional strategies may also be utilized. The Conservation Strategy is attached hereto and incorporated herein by reference as **Exhibit C.**

ARTICLE VI – GENERAL PROVISIONS

1. Non-Exclusivity. Nothing herein shall prevent the Parties from entering into other joint planning agreement with other municipalities.

2. Disclaimer of Third-Party Beneficiaries; Sole Benefit. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the Parties, and their respective representatives, successors and assigns.

3. Venue, No Waiver, and Remedies. Should the TOWN or the COUNTY seek judicial review of this Agreement, or to enforce this Agreement, the TOWN and the COUNTY recognize that venue will be properly located in Lake County, Florida. The failure of any Party to this Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its rights to thereafter enforce this Agreement. Utilization of one remedy to enforce this Agreement shall not be deemed the only method by which to enforce the provisions of this Agreement.

4. Severability, Construction, and Interpretation. If any portion of this Amendment to the Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Amendment to the Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Amendment to the Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

5. Effective Date. Prior to this Agreement, or any amendment hereto, becoming effective, it shall be approved and executed by both Parties hereto, and pursuant to Section 163.01(11), Florida Statutes, this Agreement shall become effective immediately after the filing of this Agreement with the Clerk of the Circuit Court of Lake County, Florida. This Agreement shall be recorded in the public records of Lake County, Florida, and the cost thereof, if any, shall be shared equally by both governing bodies.

6. Renegotiation. The COUNTY or the TOWN may call for renegotiation of this Agreement by written notice to the other Party at any time. The TOWN and the COUNTY may renegotiate this Agreement in response to changed circumstances, to seek refinement, expand or contract the JPA boundary, or alter the designed time allowances as described in this Agreement. Upon such written notice, for a period of ninety (90) calendar days thereafter, the TOWN and the COUNTY shall attempt to renegotiate this Agreement in good faith. During the ninety (90) day period, where either Party, in its sole discretion and in good faith, determines that such renegotiations have reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164, Florida Statutes. If no Agreement is negotiated during the ninety (90) day period or during the conflict resolution process, the terms of this Agreement shall continue to govern and remain in full force and effect.

7. Termination and Amendment.

A. Termination.

1. This Agreement shall renew automatically after ten (10) years from the date of final adoption, and every ten (10) years thereafter, unless it is terminated pursuant to subparagraph (2) below.

2. Either Party may terminate this Agreement for any reason upon providing 180 calendar days written notice to the non-terminating Party.

B. Amendment. This Agreement may be amended at any time provided both Parties authorize said amendment.

C. Amendment or Termination of Agreement to be in Writing. Except as provided for herein, no amendment or termination of this Agreement shall be binding on either Party unless a written instrument terminating or amending this Agreement is executed by the

Mayor and County Commission Chairman after being duly authorized to do so by their respective governing bodies, and such termination or amendment shall not be effective until after it has been filed with the Clerk of the Circuit Court of Lake County, Florida. Except as set forth herein, all instruments amending or terminating this Agreement shall be recorded in the Public Records of Lake County, Florida.

8. Notice, Proper Form. Any notice to be provided hereunder to either the TOWN or the COUNTY by the other Party shall be in writing and shall be deemed to be provided only by hand delivery for which a receipt is obtained or certified mail. Notice shall be addressed to the addresses set forth below or that a Party may otherwise designate in the manner prescribed herein.

TOWN	COUNTY
Town Manager	County Manager
Town of Montverde	Lake County Administrative Building
P.O. Box 560008	P.O. Box 7800
17404 Sixth Street	315 West Main Street
Montverde, FL 34756	Tavares, FL 32778-7800

Either Party to this Agreement may unilaterally amend the address or designee to whom notices are to be delivered by providing notice to the other Party as provided herein.

9. Rules of Construction. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Subtitles herein are used for ease in reading this Agreement, and do not form a substantive part of this Agreement for purposes of interpretation. This Agreement shall be liberally interpreted to achieve its goals and purposes.

10. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations, and statements, oral or written, are superseded by this Agreement.

11. Authority. The Parties each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The Parties hereby represent, warrant, and covenant this Agreement constitutes a legal, valid, and binding contract enforceable by the Parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

12. Other Agreements. The Parties hereby agree that any previously effective joint planning agreements shall be terminated as of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action on the ____ day of _____, 2026, and the TOWN through its Town Council, signing by and through its Mayor, duly authorized to execute same by Council action on the ____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairperson

This _____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

TOWN OF MONTVERDE

Joe Wynkoop
Mayor

This 14 day of April, 2026.

ATTEST:

Caroline Trepanier, Town Clerk

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

EXHIBITS

EXHIBIT A – JPA MAP SERIES

A1 - JPA Area

A2 - Municipal Boundary of the Town

A3 - Utility Service Boundary

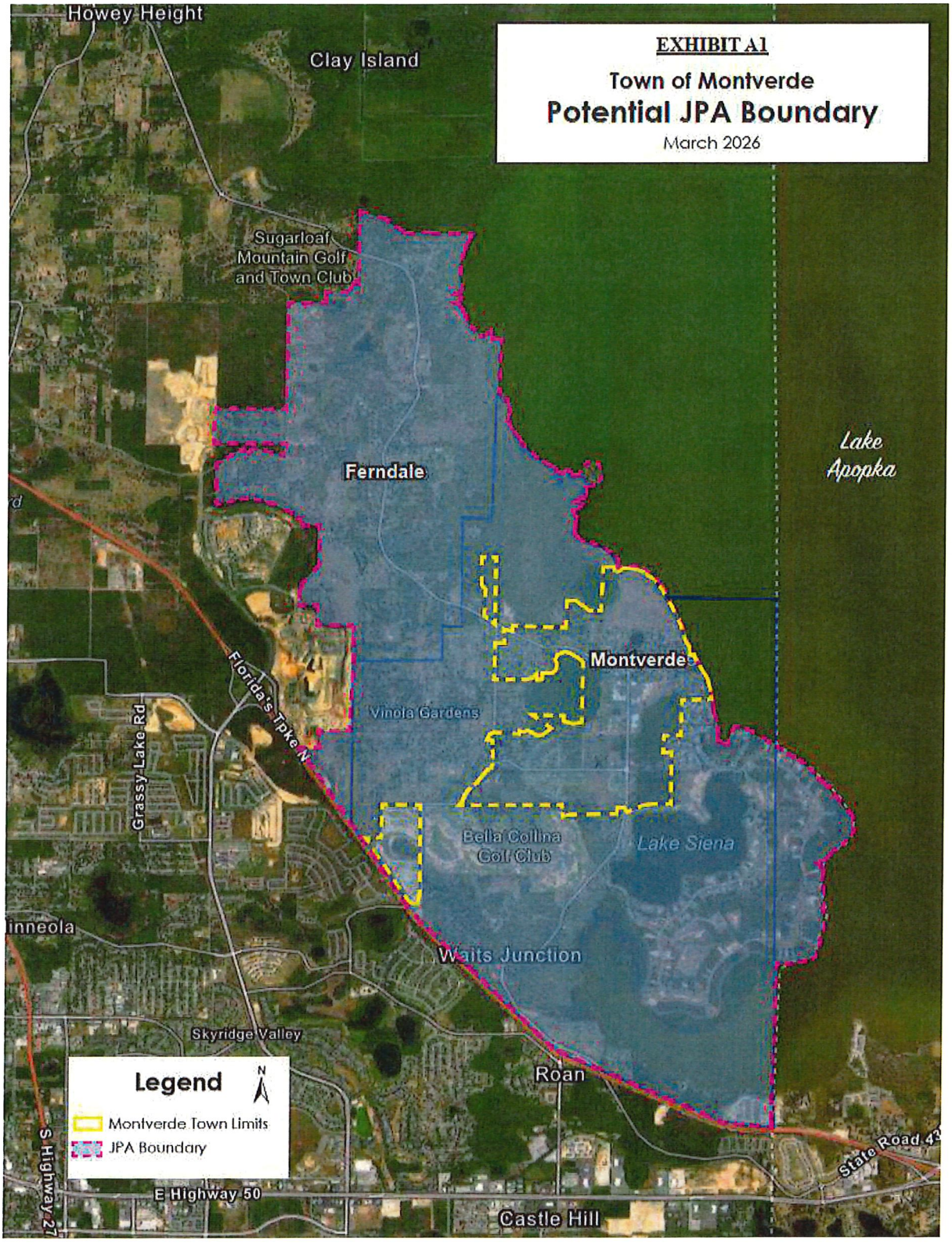
(see A1) Unincorporated Lake County

A4 – JPA Legal and Sketch Description

EXHIBIT B – FERNDALE PROTECTION AREA

EXHIBIT C – CONSERVATION STRATEGY

EXHIBIT A – JPA MAP SERIES



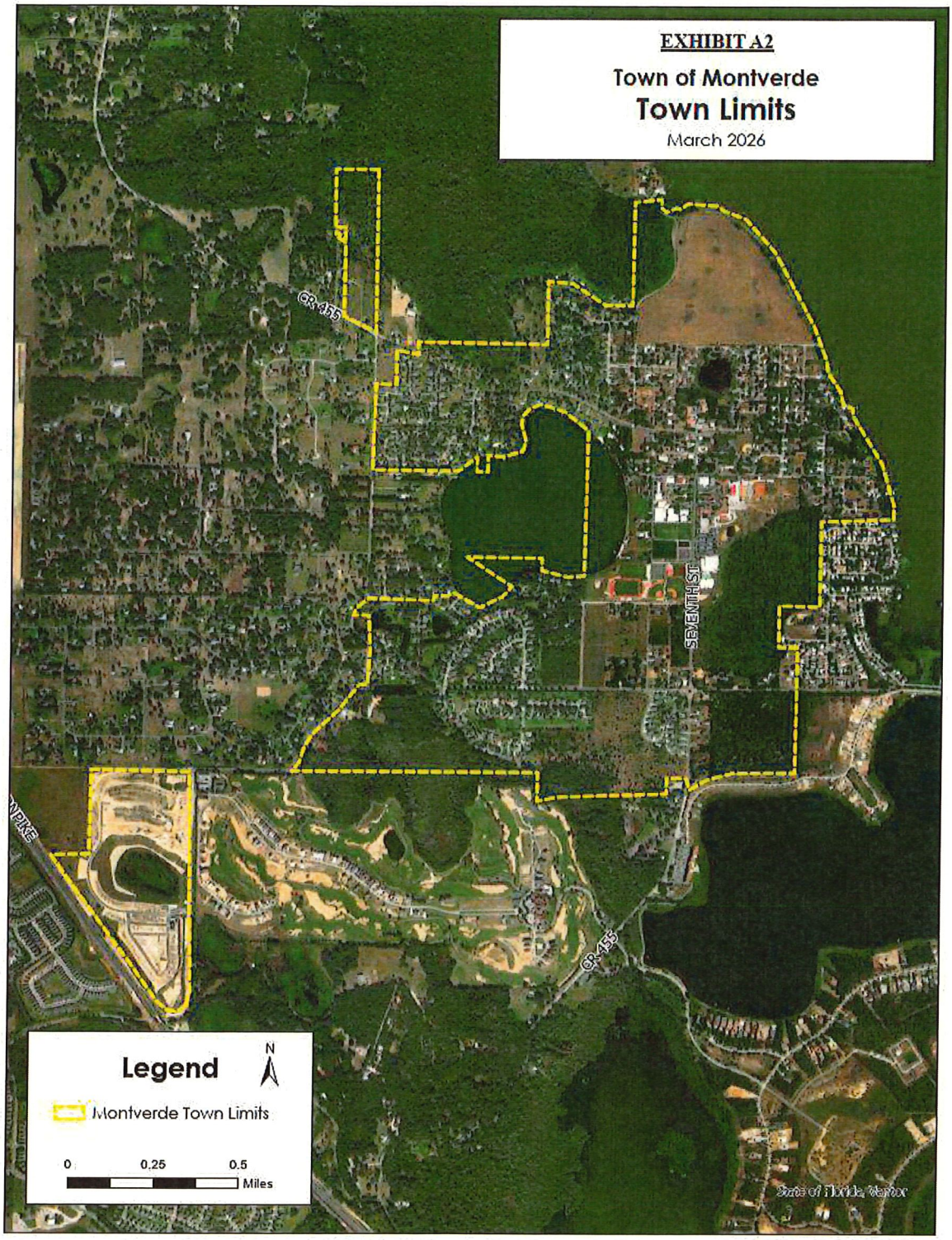


EXHIBIT A2
Town of Montverde
Town Limits
March 2026
CR 455
SEVENTH ST
CR 455
Legend
N
Montverde Town Limits
0
0.25
0.5
Miles

1

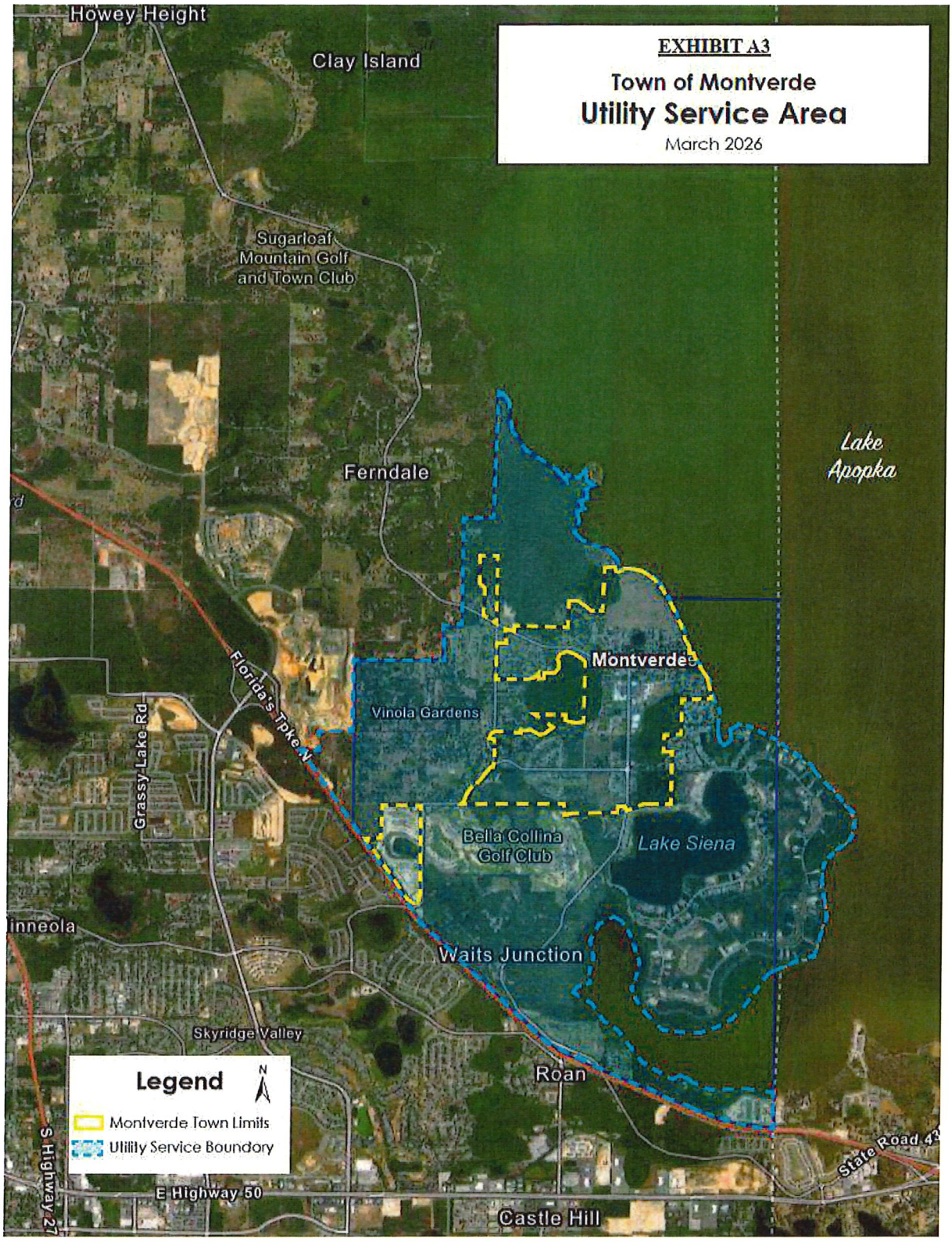


EXHIBIT A3
Town of Montverde
Utility Service Area
March 2026
Howey Height
Clay Island
Sugarloaf Mountain Golf and Town Club
Ferndale
Lake Apopka
Montverde
Vinola Gardens
Florida's Tpke N
Grassy Lake Rd
Bella Collina Golf Club
Lake Siena
Waits Junction
Skyridge Valley
Roan
Legend
Montverde Town Limits
Utility Service Boundary
E Highway 50
Castle Hill
State Road 4

EXHIBIT A4 – LEGAL AND SKETCH DESCRIPTION

PROJECT:
MONTVERDE JOINT PLANNING AGREEMENT
BOUNDARY, LAKE COUNTY, FLORIDA

SKETCH OF DESCRIPTION

LEGEND:

DWG. = DRAWING
F.B. = FIELD BOOK
PG = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R = RANGE
SEC. = SECTION
T = TOWNSHIP

NOTES:

1. BEARINGS SHOWN OR DESCRIBED HEREON ARE BASED ON ASSUMED CARDINAL DIRECTIONS.
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. DUE TO THE LARGE SIZE OF THE PROPERTY DESCRIBED IN THIS SKETCH AND DESCRIPTION, NOT ALL DESCRIBED CALLS ARE DEPICTED ON THE SKETCH.
4. 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.
5. 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.
6. 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

MULTIPLE SECTIONS SEE PAGE 4 FOR SKETCH. SEE PAGES 2-3 FOR DESCRIPTION.	LAKE COUNTY, FL	LAKE COUNTY DEPT. OF PUBLIC WORKS ENGINEERING DIVISION SURVEYING SECTION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778	JOB #: 24032 FILE #: 5L-2026.012 F.B./PG: N/A SKETCH DATE: 3/11/2026 DWG. FILE: 24032-JPA-SOD DRAWN BY: C. MELVIN APPROVED BY: C. MELVIN	REVISION: DATE: REVISION: DATE: PAGE 1 OF 4

MONTVERDE JOINT PLANNING AGREEMENT BOUNDARY DESCRIPTION:

A REGION OF LAND LOCATED WITHIN LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 26 EAST; THENCE NORTH, ALONG THE WEST BOUNDARY OF SAID SECTION 3, TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 26 EAST; THENCE WEST, ALONG THE SOUTH BOUNDARY OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH, ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE WEST, ALONG THE SOUTH BOUNDARY OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH, ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TO THE NORTHWEST CORNER THEREOF; THENCE WEST, ALONG THE NORTH BOUNDARY OF SAID SECTION 4, 65.02 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY OF TRIPLE E ROAD; THENCE NORTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY OF TRIPLE E ROAD, TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6263, PAGE 1239, OF THE PUBLIC RECORDS OF SAID LAKE COUNTY; THENCE WEST, ALONG THE NORTH BOUNDARY OF SAID LANDS, TO THE NORTHERLY BOUNDARY OF THE PLAT OF VILLAGES AT MINNEOLA HILLS PHASE 1A, AS RECORDED IN PLAT BOOK 75, PAGE 33, OF SAID PUBLIC RECORDS; THENCE WESTERLY, ALONG SAID NORTHERLY BOUNDARY, TO THE EAST BOUNDARY OF THE WEST 60 FEET OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 26 EAST; THENCE NORTH, ALONG SAID EAST BOUNDARY, TO THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 561A; THENCE NORTHWEST, TO THE INTERSECTION OF WEST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 26 EAST AND THE NORTHERLY RIGHT-OF-WAY OF COUNTY ROAD 561A; THENCE EASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY OF COUNTY ROAD 561A, TO THE WEST RIGHT-OF-WAY LINE OF SUGARLOAF MOUNTAIN ROAD; THENCE NORTH, ALONG SAID WEST RIGHT-OF-WAY LINE OF SUGARLOAF MOUNTAIN ROAD, TO THE SOUTH BOUNDARY OF THE PLAT OF HUNTERS RIDGE, AS RECORDED IN PLAT BOOK 41, PAGE 4, OF SAID PUBLIC RECORDS OF LAKE COUNTY; THENCE WEST, ALONG SAID SOUTH BOUNDARY OF THE PLAT OF HUNTERS RIDGE, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH, ALONG THE WEST BOUNDARY OF SAID PLAT OF HUNTERS RIDGE, TO THE NORTHWEST CORNER THEREOF; THENCE EAST, ALONG THE NORTH BOUNDARY OF SAID PLAT OF HUNTERS RIDGE AND AN EASTERLY PROJECTION THEREOF, TO THE EAST RIGHT-OF-WAY OF SUGARLOAF MOUNTAIN ROAD; THENCE NORTH, ALONG SAID EAST RIGHT-OF-WAY OF SUGARLOAF MOUNTAIN ROAD, TO THE NORTH BOUNDARY OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 26 EAST; THENCE EAST, ALONG SAID NORTH BOUNDARY, TO A POINT 50 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, SAID POINT BEING A CORNER ON THE NORTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2866, PAGE 1691, OF SAID PUBLIC RECORDS; THENCE EASTERLY, ALONG SAID NORTH BOUNDARY OF SAID LANDS, TO THE WEST BOUNDARY OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 26 EAST; THENCE NORTH, ALONG SAID WEST BOUNDARY, 2660 FEET, MORE

MONTVERDE JOINT PLANNING AGREEMENT LEGAL DESCRIPTION CONTINUED ON PAGE 3

MULTIPLE SECTIONS				
SEE PAGE 4 FOR SKETCH SEE PAGE 1 FOR LEGEND & NOTES	LAKE COUNTY, FL	LAKE COUNTY DEPT. OF PUBLIC WORKS ENGINEERING DIVISION SURVEYING SECTION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778	JOB #: 24032 FILE #: SL-2026-012 F.B./PG: N/A SKETCH DATE: 3/11/2026 DRG. FILE: 24032-JPA-SOU DRAWN BY: E. MELVIN APPROVED BY: E. MELVIN	REVISION DATE REVISION DATE PAGE 2 OF 4

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MONTVERDE JOINT PLANNING AGREEMENT BOUNDARY DESCRIPTION: (CONTINUED):

OR LESS, TO THE NORTHEASTERLY BOUNDARY OF THE ABANDONED TAVARES AND GULF RAILROAD; THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY BOUNDARY OF THE ABANDONED TAVARES AND GULF RAILROAD, TO THE NORTHWEST CORNER OF THE PLAT OF WOLFHEAD RIDGE, AS RECORDED IN PLAT BOOK 73, PAGE 72, PUBLIC RECORDS OF LAKE COUNTY; THENCE EASTERLY, ALONG THE NORTH BOUNDARY OF SAID WOLFHEAD RIDGE, TO THE WESTERLY BOUNDARY OF LAKE APOPKA; THENCE SOUTHEASTERLY, ALONG SAID WESTERLY BOUNDARY OF LAKE APOPKA, TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6005, PAGE 1975, PUBLIC RECORDS OF LAKE COUNTY; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, TO THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY, ALONG THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6137, PAGE 352 AND OFFICIAL RECORDS BOOK 5291, PAGE 246, PUBLIC RECORDS OF LAKE COUNTY, TO THE WESTERLY BOUNDARY OF LAKE APOPKA; THENCE SOUTHEASTERLY, ALONG SAID WESTERLY BOUNDARY OF LAKE APOPKA, TO THE EAST BOUNDARY OF LAKE COUNTY LOCATED AT THE WEST BOUNDARY OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 27 EAST; THENCE SOUTHERLY, ALONG THE EAST BOUNDARY OF LAKE COUNTY, TO THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY OF FLORIDA'S TURNPIKE, TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 26 EAST; THENCE EAST, ALONG SAID SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH, ALONG THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TO THE NORTH BOUNDARY OF SAID SECTION 9; THENCE EAST, ALONG SAID NORTH BOUNDARY, TO THE POINT OF BEGINNING.

MULTIPLE SECTIONS SEE PAGE 4 FOR SKETCH. SEE PAGE 1 FOR LEGEND & NOTES.	LAKE COUNTY, FL	LAKE COUNTY DEPT. OF PUBLIC WORKS ENGINEERING DIVISION SURVEYING SECTION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778	JOB #: 25022 FILE #: SL-2026-012 F.B./PG.: N/A SKETCH DATE: 3/11/2026 DWG. FILE: 25022-JPA-SKD DRAWN BY: C. MELVIN APPROVED BY: C. MELVIN	REVISION DATE REVISION DATE PAGE 3 OF 4

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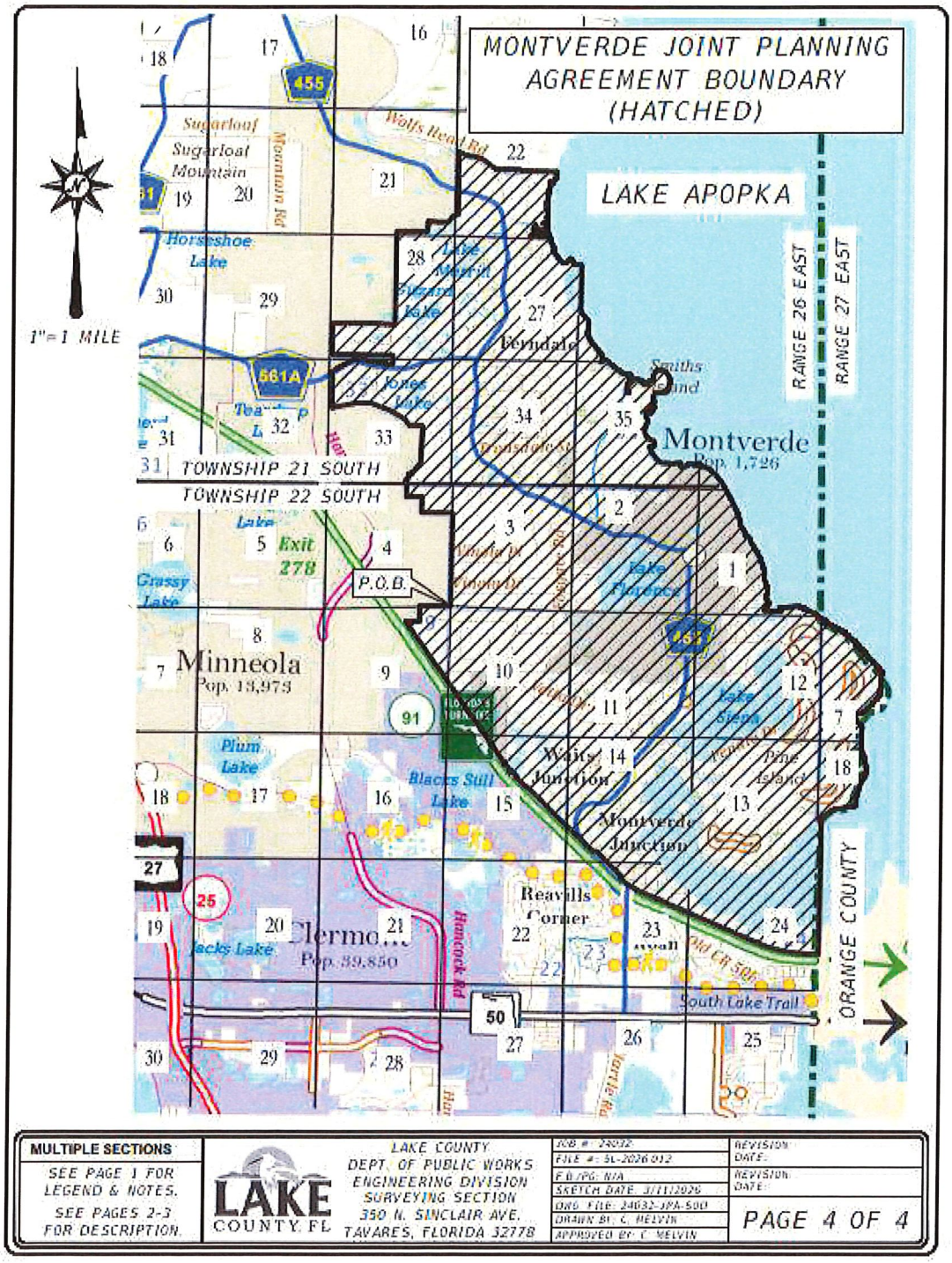
MONTVERDE JOINT PLANNING AGREEMENT BOUNDARY (HATCHED)
LAKE APOPKA
RANGE 26 EAST
RANGE 27 EAST
ORANGE COUNTY
1"=1 MILE
TOWNSHIP 21 SOUTH
TOWNSHIP 22 SOUTH
P.O.B.
Montverde
Pop. 1,726
Minneola
Pop. 13,973
Clermont
Pop. 39,850
Lake Apopka
Lake Florence
Lake Sixty
Lake Minneola
Lake Exit 278
Grassy Lake
Plum Lake
Blacks Still Lake
Jacks Lake
Horseshoe Lake
Jones Lake
Sugarloaf Mountain
Wolfs Head Rd
Mountain Rd
Hancock Rd
South Lake Trail
Old CR 50
Montverde Junction
Reavills Corner
Wolfs Junction
455
561A
27
25
91
50
MULTIPLE SECTIONS
SEE PAGE 1 FOR LEGEND & NOTES.
SEE PAGES 2-3 FOR DESCRIPTION.
LAKE COUNTY, FL
LAKE COUNTY
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
SURVEYING SECTION
350 N. SINCLAIR AVE.
TAVARES, FLORIDA 32778
JOB #: 24032
FILE #: SL-2026 012
F.B./PG: N/A
SKETCH DATE: 3/11/2026
DRG. FILE: 24032-JPA-500
DRAWN BY: C. MELVIN
APPROVED BY: C. MELVIN
REVISION DATE:
REVISION DATE:
PAGE 4 OF 4

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EXHIBIT B – FERNDALE SPECIAL AREA

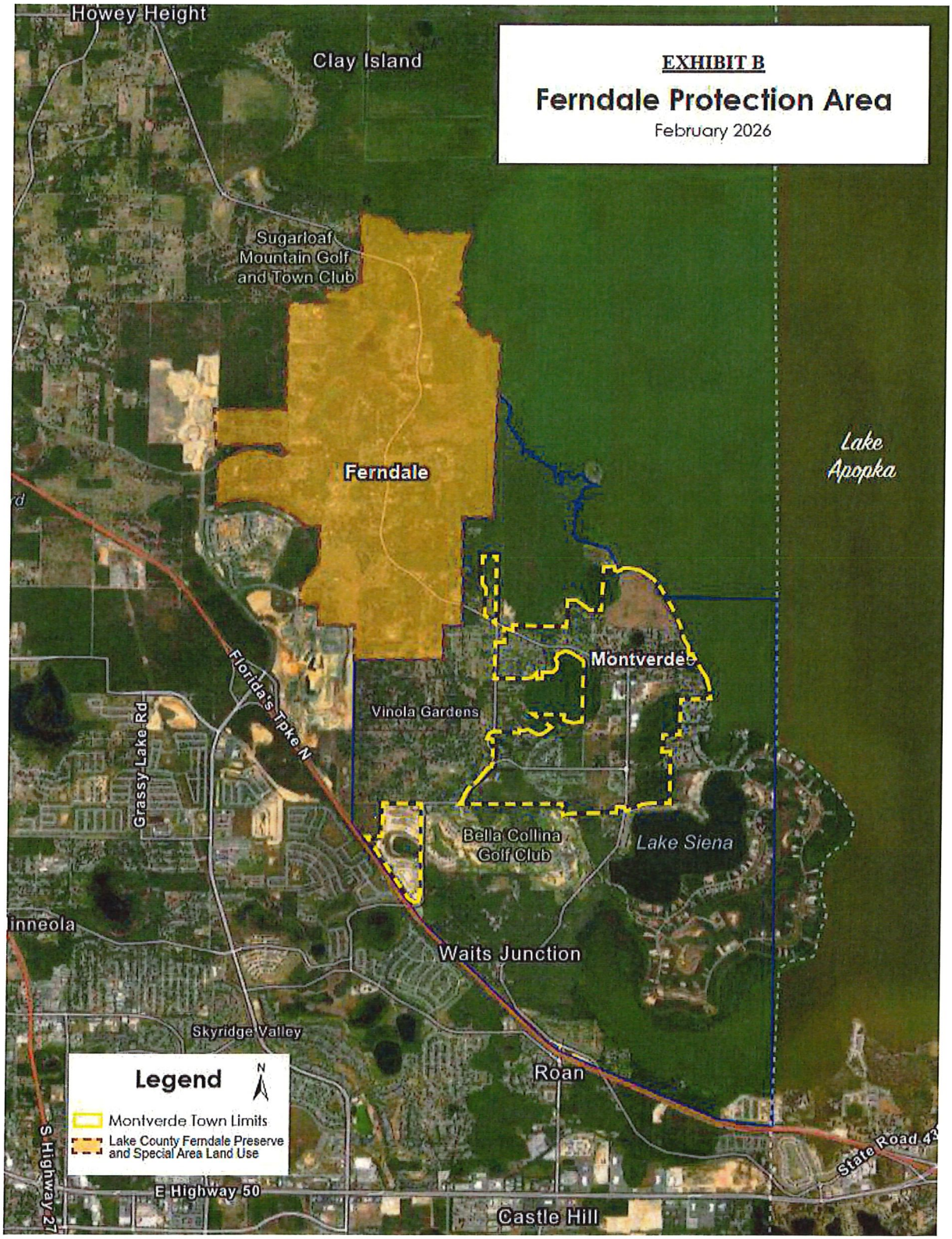

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EXHIBIT C: CONSERVATION STRATEGY

LAKE COUNTY CONSERVATION STRATEGY SUMMARY

Exhibit C

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Table of Contents

Introduction & Recap 1
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Preface 5
County-City Partnership Approach to Environmental Connectivity 5
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Conservation Subdivisions 6
Creation of a Blueway 7
A More Traditional Approach to Conservation 7
Fee Simple Acquisition 7
Conservation Easements 8
Conclusion 8

Introduction & Recap

Throughout late 2022 and 2023, Lake County engaged with both the East Central Florida Regional Planning Council (ECFRPC), the East Central Florida Regional Resilience Collaborative (ECFR2C), and Stetson University Water Institute to examine Lake County in terms of socio-environmental resilience. This effort was funded in part by the Florida Department of Environmental Protection's Resilient Florida program. As stated in **Natural Lands Inventory and Planning Strategies Review in Support of Resilient Green Space Conservation in Lake County, Florida, socio-environmental resilience refers to five key guiding principles:**

1) the maintenance and/or enhancement of the connectivity within existing green space corridors;

2) the protection of both the quality and the natural replenishment of groundwater and surface water systems;

3) the avoidance of new flood risks within the built environment, especially through minimization of natural wetland loss in future development;

4) the preservation of rare natural communities and hotspots of biodiversity; and

5) the strengthening of rural economies and livelihoods.

During the initial project, the ECFR2C hosted two stakeholder workshops in Lake County, one December 15, 2022 and one on April 7, 2023. These workshops drew a combined total of 52 expert stakeholders from around the region. During the course of these workshops, experts ranked the Florida Natural Areas Inventory (FNAI) datasets as well as provided expert and local knowledge of ecosystem and environmental asset prioritization in Lake County. Below are the FNAI datasets that were utilized and ranked before the Marxan Model was ran.

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	Environmental Features	Brief Description
1	**Strategic Habitat Conservation Areas**	*Areas identified as potential habitat for 62 species needing additional protections. Higher prioritization was given to higher quality habitat and rarity of the species.*
2	**Rare Species Habitat Conservation Priorities**	*Areas that provide habitat for 281 species that have conservation need, prioritized by rarity and diversity of species.*
3	**Florida Ecological Greenway Network**	*Landscape hubs, linkages, and corridors, with prioritization for links that promote connectivity for wide-ranging species, between existing reserves, and among riparian areas.*
4	**Under-Represented Ecosystems**	*Natural communities that do not have adequate representation within existing conservation lands, prioritized by global rarity.*
5	**Natural Floodplain Function**	*Ranks the ecological condition of identified 100-year floodplains, based on "naturalness" of the plant community and intensity of land use, with higher priority given to more natural areas.*
6	**Surface Water Protection**	*Ranks the landscape for factors impacting water quality in various categories of surface waters.*
7	**Functional Wetlands**	*Ranks wetlands based on vegetative and hydrologic integrity, with higher prioritization given to more natural areas.*
8	**Groundwater Recharge**	*Ranks importance of areas for impacting quality and quantity of groundwater recharge.*
9	**Sustainable Forestry**	*Identifies areas that are potentially suitable for pine-based forestry, with higher prioritization given to larger tracts, more mesic sites, and sites within 50 miles of a mill.*

Table 1. Environmental features used in the analysis.

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Figure 1. Stakeholder Workshop #2

The Marxan spatial optimization software is one of the most utilized platforms for conservation-based planning. The software produces datasets that maximize habitat connectivity through already existing and potential future conservation land while also seeking the most cost-effective way to do so based on data and other inputs from the user such as conservation goals or targets. After the completion of both workshops and stakeholder expertise was utilized, the conservation targets were established and the model was completed. The table below illustrates the percentage of the FNAI datasets that are currently conserved in Lake County and the conservation targets resulting from the workshops and subject matter expert feedback.

Environmental Features	Currently Conserved (%)	Marxan Conservation Targets (%)
Strategic Habitat Conservation Areas	74%	80%
Rare Species Habitat Conservation Priorities	61%	80%
Florida Ecological Greenway Network	46%	70%
Under-represented Ecosystems	59%	80%
Natural Floodplain Function	52%	60%
Surface Water Protection	35%	60%
Functional Wetlands	45%	50%
Groundwater Recharge	27%	50%
Sustainable Forestry	70%	70%

Table 2. Post-stakeholder-feedback conservation targets used in the analysis.

The Marxan model below (Figure 1) is the key outcome from this grant-funded initiative. It ranks currently undeveloped lands for potential inclusion within a resilient open space network in Lake County, FL. The rankings are ordered from highest priority (dark pink) to lowest priority (light pink), based on model input parameters (see Tables 1 & 2). Higher ranked areas tend to maximize connectivity of existing conservation lands at the lowest estimated cost, while lower ranked areas provide beneficial conservation opportunities, but with lower overall connectivity to existing conserved lands, and at generally higher estimated costs in comparison.

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This map (Figure 1) is intended for general planning use only. It does not necessarily reflect the views or goals of Lake County Government, or any of its subagencies.

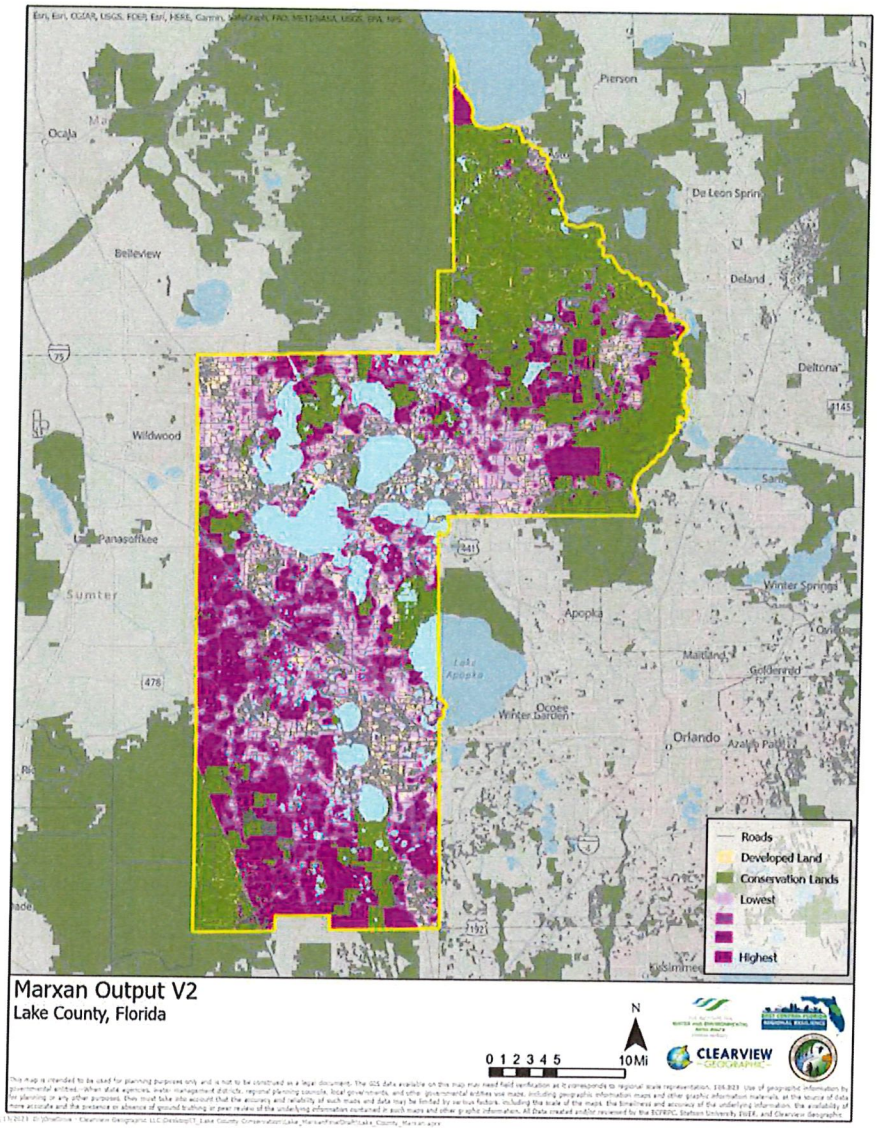

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Figure 2. The final model generated using the Marxan program.

Conservation Strategies

Preface

Once the initial workshops were held and the grant period ended, to better utilize the results from the Marxam Model, listen to feedback from the residents, and utilize the results to help guide conservation-oriented planning and policy in the future. Pointed out in **Natural Lands Inventory and Planning Strategies Review in Support of Resilient Green Space Conservation in Lake County, Florida,** there are multiple ways to conserve natural lands while still fostering an environment for urban development.

In November of 2023, the East Central Florida Regional Planning Council hosted two workshops drawing about 45 residents over the course of both events. These workshops were identical in content but conversations occurred naturally. During both workshops, mentimeter was utilized to gather the thoughts and views of the residents.

Through surveys and discussion, the ECFRPC engaged with residents to look at both the outputs from the Marxam model and prioritize areas and strategies that could be utilized to protect these areas. The two main topics identified in both workshops were the concern of the loss of rural land throughout the county and the municipalities within due to development and land use changes and the expansion of the Blueway network to include Cherry Lake through the Palatlakaha River up to the Harris Chain of Lakes. As a result of these conversation, combined with best practice considerations, a series of Conservation Strategies are recommended for consideration by Lake County and municipalities within.

County-City Partnership Approach to Environmental Connectivity

Conservation as a whole cannot be defined by jurisdictional lines. To reap the full benefits, both cities and counties must work together with property owners to best conserve Lake County to ensure greater connectivity. Currently, both Lake County and the municipalities within are working towards creating and updating Joint Planning Agreements. These planning documents will contain language for both the city and county to better plan and converse at the early stages of development. Additionally, these planning documents will continue to build and foster each municipal identity throughout Lake County. In areas of more than one jurisdiction, joint planning areas could be created to focus development in a sustainable manner to implement environmental connectivity.

Transfer of Development Rights

Throughout the engagement process, the implementation of a strong transfer of development rights (TDR) program across the county has been requested both at the staff and residential level. Lake County and the municipalities within have areas where development could be better suited in lieu of greenspace development. A transfer of development rights or density aggregation program could be used across multiple properties and/or jurisdictions to conserve and utilize open space and ecosystems appropriately while focusing future development in appropriate areas, taking advantage of existing infrastructure and reducing future financial implications to tax payers and impacts on environmental resources.

Stated throughout the engagement with the residents of Lake County, moving development from the more rural areas and closer to urban centers was highly desired. Providing density bonuses in the form

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of additional units or stories closer to urban development or areas with lower priority for conservation in exchange of conserving more rural or environmentally valuable areas could be a way to achieve this.

Though transfer of development rights can be complex in the State of Florida, there has been some great success cases. To gain a better understanding, Lake County is taking the next steps and partnering with both the ECFRPC and Stetson Law to further explore a transfer of development rights program and how it could function in Lake County. This project will explore both the advantages, barriers, and legalities of implementing a TDR program in the county to provide a better understanding for establishing a path forward to implementing this program.

Rural Protection Area

Rural Protection Areas (RPA) are defined as areas within the Lake County Future Land Use Map that are intended to remain rural. Both cities and counties have language in their comprehensive plans to protect and maintain these rural areas. From a conservation standpoint, rural areas provide great benefits for wildlife habitat and connectivity, carbon reduction, flood mitigation, groundwater recharge, and carbon reduction. In recent years, with greater pressures for development, the state has seen a reduction in its rural areas.

Currently, Lake County has several Rural Protection Areas including Wekiva-Ocala RPA, the Ferndale Community, the Yalaha-Lake Apopka RPA, the Green Swamp Area of Critical Concern, and the Emerald Marsh RPA. Policy dictated in the Comprehensive Plan has been established to keep Lake County rural in those areas however, those protections do not protect against annexation. When further developing the Joint Planning Agreements, language to protect these land uses, regardless of city incorporation, should be included. By allowing for the conversations and establishing expectations prior to development agreements, rural lands can be better protected.

Lake County's Comp Plan currently includes language regarding how rural lands should be developed. In order to maintain these protections, the JPA should include language that if the Interlocal Service Boundary Agreement (ISBA) intersects the RPA, the county 's land use shall be considered. During the adoption process, cities which intersect the RPAs can consider updating their policies to include the conservation subdivision standards.

Conservation Subdivisions

Conservation subdivisions integrate both development and conservation in place. Instead of utilizing the more traditional approach to clearing a lot and building homes, this development pattern clusters homes on smaller lots but the end result is the increase of shared green space. Highlighted in Lake County's Comp Plan, the purpose of these regulations is to provide housing in a manner that also preserves agricultural and forestry lands, natural and cultural features, scenic viewsheds, and rural community character that would be at great risk of becoming lost through conventional development approaches, and which it is the policy to incorporate, to the greatest extent practicable, into an interconnected network of permanent greenway conservation lands adding both economic and environmental value to the proposed development and to the broader community. Cities in Lake County should look to mirror these standards highlighted in CHAPTER XVII RURAL CONSERVATION SUBDIVISION DESIGN STANDARDS. By doing so, development can occur in the RPAs but be kept to a standard to preserve the rural lifestyle in these areas.

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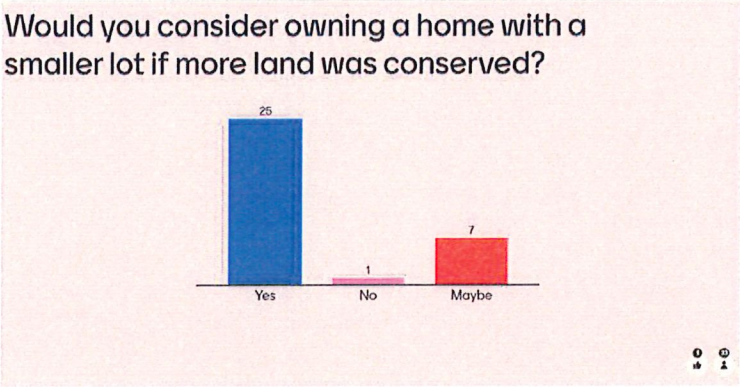

Figure 3. Results from Mentimeter.

Creation of a Blueway

Throughout both workshops, the residents of South Lake County expressed major interest in the creation of a Blueway through South Lake County from Cherry Lake through the Palatlakaha River up to the Harris Chain. Following the criteria from the Florida Department of Environmental Protection (FDEP), to create a Blueway, it must include the proper signage, launch points, maintain the paddle trail. Currently, there are some launch points on this waterway; however, there are still some gaps in the trail. The completion of this blue will require the partnership and work of both city, county, and local partners whom have expressed interest in working to complete the Blueway. Through working together with multiple partners, this vision could easily become a reality. Mentioned throughout the workshops, education is an important aspect when developing a conservation strategy. By creating new Blueways through Lake County, there is a perfect opportunity to educate residents and visitors, showcase native wildlife through the area, and encourage greater conservation efforts.

A More Traditional Approach to Conservation

Modeling results and stakeholder input identified some key areas that would aid in conservation connectivity. In order to achieve long-term conservation goals, this work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies. some of the identified areas may require acquisition through more traditional methods. The two most useful strategies are fee simple acquisition and conservation easements.

Fee Simple Acquisition

Fee simple acquisition is the most permanent yet expensive way to conserve land. This strategy requires purchasing the property for a fee with the acquiring jurisdiction or agency maintaining ownership or turning it over and partnering with a land trust. This is the most effective way to ensure that property is conserved; however, the cost and the maintenance of the property falls on the new owner. Without

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dedicated yearly program funding for acquisition and maintenance, fee simple acquisition is difficult and is generally grant driven which may not be sustainable for the long-term.

Conservation Easements

Conservation easements are a great way to keep properties in a natural state, especially working lands. With these easements, land is still owned and maintained by the property owner, which is a benefit for working landowners. The agreements may be established for a set period of time such as 30 years, or in perpetuity. To avoid loopholes and ensure the purpose of the easements are maintained for the period of the agreement, the county should consider organizations that specialize in establishing conservation easements such as land trusts.

Conclusion

With the mounting pressures of development currently felt throughout the state, the natural land found throughout Lake County is currently at risk. Right now, however is the time to do something. There is a huge push by both the county and the municipalities within, as well as a push from the residents and additional partners to ensure Lake County remains "Real Florida. Real Close.". Through the continuation of the Joint Planning Agreement process as well as additional efforts, Lake County will still foster development but ensure it occurs in a responsible manner.

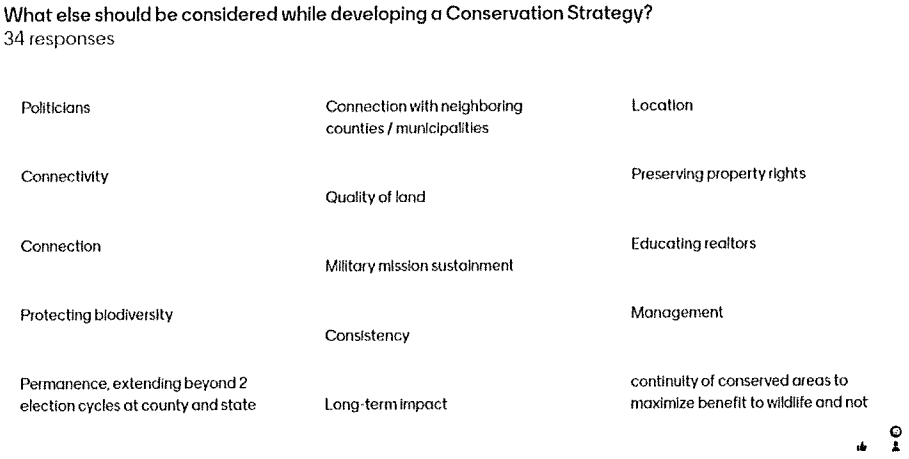

Figure 3. Results from Mentimeter.

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ement. No refunds for early cancellation of order.

PUBLIC NOTICES

Govt Public Notices

NOTICE OF BOARD VACANCY

The City of Clermont is seeking volunteers to serve on the Code Enforcement Board. Applicants for the Code Enforcement Board must reside within the city limits and have been a registered elector of the City of Clermont for at least 18 consecutive months prior to application. Interested individuals may complete a Citizen Board Application available at https://www.clermontfl.gov/158/Advisory-Boards or by contacting the City Clerk's Office at (352) 241-7330. Applications must be submitted to the attention of the City Clerk by email at cityclerk@clermontfl.org, by mail to P.O. Box 120219, Clermont, FL 34711, or in person at 685 W. Montrose Street, Clermont, FL 34711, and must be received no later than 5:00 PM on June 12, 2026.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
June 5, 2026

NOTICE OF PUBLIC HEARING

The Board of County Commissioners will hold a public hearing at 9:00 a.m., or shortly thereafter, on **June 23, 2026**, in the County Commission Chambers, County Administration Building, 315 West Main Street, Tavares, FL, to consider the following:

ADOPTION OF THE JOINT PLANNING AREA AGREEMENT BETWEEN THE TOWN OF MONTVERDE AND LAKE COUNTY.

All interested citizens are welcome to attend the public hearing and review the JPA Agreement in the Office of Planning and Zoning, Suite B, 320 West Main Street, Tavares, FL.
Persons with disabilities needing assistance to participate in any of these proceedings should contact 352-343-9760, 48 hours in advance of the scheduled meeting.

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if a person decides to appeal any decision made by Board, they will need a record of the proceedings and they 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. One or more County Commissioners and one or more members of different committees/boards may attend and may participate in discussions on any of the committee/board meetings noticed. All oral and written communications between Planning & Zoning Board members and the public concerning a case are prohibited by Florida Law unless made at the public hearing on the case.

OFFICE OF PLANNING & ZONING
320 WEST MAIN STREET
SUITE B
TAVARES, FL 32778
(352) 343-9641
pzinfo@lakecountyfl.gov

6/5/2026

Govt Public Notices

record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based. One or more County Commissioners and one or more members of different committees/boards may attend and may participate in discussions on any of the committee/board meetings noticed. All oral and written communications between Planning & Zoning Board members and the public concerning a case are prohibited by Florida Law unless made at the public hearing on the case.

OFFICE OF PLANNING & ZONING
320 WEST MAIN STREET
SUITE B
TAVARES, FL 32778
(352) 343-9641
pzinfo@lakecountyfl.gov

6/5/2026

Public Notices

IN THE CIRCUIT COURT OF
THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
Case No. 35-2026-CA-001148-AXXX-01

Freedom Mortgage Corporation
Plaintiff,
vs.
The Unknown Heirs, Devisees, Grantees, Assignees, Lienors, Creditors, Trustees, and all other parties

PUBLIC NOTICES

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

DATE: 06/03/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Public Hearing
THRU:
ITEM ID: 43009
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
Adopt

Recommend adoption and execution of 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 Regulations, 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 unanimously approved. The Board approved this proposed Ordinance for advertising on June 9, 2026.

Fiscal Impact: None.

Account No.:

Advertised Date: 6/11/2026 Paper: Daily Commercial

Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate_Dissolution of BOA
3.	J. McIntosh_Affordable Housing Impact_Dissolution of Board Adjustment

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 06/03/2026
Melanie Marsh	Approved - 06/03/2026
Kandace Pourbaix	Approved - 06/03/2026
Miranda Lanoue	Approved - 06/03/2026
Jaime Stewart	Approved - 06/03/2026
Melanie Marsh	Approved - 06/04/2026
Jennifer Barker	Approved - 06/05/2026
Marisol Saldana	Final Approval - 06/05/2026

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:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: COMMISSIONERS

MEETING DATE: 6/23/2026
ITEM TYPE: Action Item
ITEM ID: 41521

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: 06/04/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Departmental Item
THRU:
ITEM ID: 43014
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Discussion and direction on establishing a temporary Moratorium on Data Center Facilities within the unincorporated areas of Lake County

---

RECOMMENDATION/REQUIRED ACTION:
Discussion and direction on establishing a temporary Moratorium on Data Center Facilities within the unincorporated areas of Lake County. There is no fiscal impact.

BACKGROUND SUMMARY: Discussion and direction on establishing a temporary Moratorium on Data Center Facilities within the unincorporated areas of Lake County.

Fiscal Impact: None.

Account No.:

Advertised Date:
Paper:
Attachments:

1.	Citrus County Proposed Ordinance
2.	Chapter 2026-065 Laws of Florida
3.	Nassau County 2026-044

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 - 06/11/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

ACTION TAKEN BY BOARD:
Action: New
Continued/Deferred Until:
Other:

ORDINANCE NO. 2026-____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM FOR THE CONSTRUCTION, OR EXPANSION OF, AND FOR THE ISSUANCE OF BUILDING PERMITS, DEVELOPMENT ORDERS, OR THE REZONING OF PROPERTY FOR DATA CENTER FACILITIES WITHIN THE UNINCORPORATED AREAS OF CITRUS COUNTY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (Board) has the authority pursuant to Chapter 125, Florida Statutes, and Article VIII of the Florida Constitution to protect the public health, safety and general welfare of its residents and to enact ordinances for valid governmental purposes that are not inconsistent with general or special law; and

WHEREAS, on May 12, 2026, the Board directed staff to prepare an ordinance instituting a temporary moratorium on the acceptance, review, or approval of applications for data centers, data center facilities, and data center utilities or the issuance of building permits, development orders or the rezoning of property for data centers, data center facilities, and data center utilities; and

WHEREAS, Citrus County is located within a coastal region, an area that relies heavily upon groundwater resources from the Floridan Aquifer system, which has historically been subject to significant management and conservation efforts due to saltwater intrusion risks and long-term sustainability concerns; and

WHEREAS, state and regional planning efforts emphasize the importance of careful management of groundwater withdrawals and coastal water resources to ensure long-term environmental and economic stability for coastal communities; and

WHEREAS, data centers, data center facilities, and data center utilities are known to require substantial water resources for cooling systems and substantial electrical power, which in some cases require large infrastructure demands; and

WHEREAS, such facilities have the potential to place significant demands on regional groundwater supplies, water treatment infrastructure, and electrical grid capacity, particularly in rapidly growing areas; and

WHEREAS, the Board finds that Citrus County currently lacks specific zoning provisions or development regulations addressing the unique operational characteristics, infrastructure requirements, and environmental considerations associated with data centers, data center facilities, and data center utilities; and

WHEREAS, the Board further finds that allowing such facilities to proceed without appropriate regulatory standards could create risks to the County's water resources, electrical infrastructure capacity, land use planning objectives, and long-term community development strategy; and

WHEREAS, Citrus County's proximity to sensitive coastal ecosystems, wetlands, and estuarine systems further underscores the importance of ensuring that new forms of industrial-scale development are evaluated carefully and responsibly; and

WHEREAS, local governments may enact moratoriums if the moratorium is intended to preserve the status quo and is rationally related to the government's attempt to enact changes to development regulations. *WCI Communities Inc. v. City of Coral Springs*, 885 So. 2d 912 (Fla. 4th DCA 2004); and

WHEREAS, Florida courts have held that permissible basis for land use restrictions include concern about the effect of the proposed development on traffic, congestion, surrounding property values, demands for public services, and on other aspects of the general welfare. *WCI Communities Inc. v. City of Coral Springs*, 885 So.2d 912 (Fla. 4 th DCA 2004; *see also Corn v. City of Lauderdale Lakes*, 997 F.2d 1369, 1375 (11th Cir. 1993); and

WHEREAS, local governments are entitled to enact moratoriums as a land-use tool to promote effective planning and to preserve the status quo during times of study and while changes are enacted; and

WHEREAS, the County is actively engaged in the process of review, study, and planning public hearings to prepare and adopt amendments to its Land Development Regulations, and/or Code of Ordinances as may be necessary to address the demands of these facilities; and

WHEREAS, a temporary moratorium on the acceptance, review, or approval of applications for development permits, development orders, rezoning, or site plans related to data centers, data center facilities, and data center utilities within unincorporated Citrus County will allow time to review, study, hold public hearings, and to prepare and adopt an amendment or amendments to the Citrus County Land Development Regulations, and/or Code of Ordinances, as may be required, to address such uses; and

WHEREAS, the Board wishes to establish a temporary moratorium of up to one (1) year on the acceptance, review, or approval of applications for development permits,

development orders, rezoning, or site plans related to data centers, data center facilities and data center utilities within unincorporated areas and such moratorium is reasonable and necessary to accomplish the goal of revising its regulations to ensure the community welfare is well-balanced and the public health, safety and general welfare are preserved; and

WHEREAS, the Board of County Commissioners finds this ordinance imposing a temporary moratorium on the acceptance, review, or approval of applications for data centers, data center facilities, and data center utilities serves the health, safety, and welfare of the residents of and visitors to Citrus County, Florida.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Citrus County. Florida as follows:

SECTION 1. 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 thereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to allow Citrus County sufficient time to review, study, hold public hearings, and to prepare and adopt an amendment or amendments to the Citrus County Land Development Code and/or Code of Ordinances, relating to data centers, data center facilities, and data center utilities.

SECTION 3. TEMPORARY MORATORIUM ESTABLISHED. A temporary moratorium is hereby established on the acceptance, review, processing, or approval of any:

- rezoning applications
- conditional use permits
- development permits or orders
- site plan approvals
- building permits
- or other development approvals

for the construction, expansion, or operation of data centers, data center facilities, and data center utilities within the unincorporated areas of Citrus County.

SECTION 4. DEFINITION. For the purposes of this moratorium, data centers, data center facilities, and data center utilities is a building, a dedicated space within a building, or group of buildings housing computer systems and associated components, such as telecommunication and data processing systems, to be used for remote storage, processing, or distribution of large amounts of data. Examples of such data, include but are not limited to, computationally intensive applications such as cryptocurrency mining, artificial intelligence (A.I.) computing, weather modeling, genome sequencing, application hosting, cloud storage, video and technical streaming services, etc. Such facilities may

include air handlers, power generators, water cooling and storage facilities, utility substations, and other infrastructure to support operations.

SECTION 5. STUDY AND EVALUATION. During the moratorium period, Citrus County staff shall conduct a comprehensive review of the potential impacts associated with data centers, data center facilities, and data center utilities, including but not limited to:

1. Groundwater withdrawal impacts, particularly as they relate to the Floridan Aquifer and coastal aquifer management policies.

2. Water supply and wastewater treatment capacity, including potential impacts on municipal and regional water systems.

3. Electrical grid capacity and infrastructure requirements, including consultation with regional electric utilities regarding potential long-term demand impacts.

4. Land use compatibility, including appropriate zoning classifications and development standards for such facilities.

5. Environmental considerations, including impacts on wetlands, coastal ecosystems, noise, lighting, and surrounding land uses.

6. Best practices adopted by other jurisdictions in Florida and throughout the United States for the regulation of data centers, data center facilities, and data center utilities.

SECTION 6. DEVELOPMENT OF REGULATORY FRAMEWORK. Following the completion of and during the review process, County staff shall present best practices, and make final recommendations to the Board of Commissioners regarding the adoption of appropriate zoning regulations, permitting requirements, infrastructure standards, and environmental safeguards governing data centers, data center facilities, and data center utilities within Citrus County.

SECTION 7. DURATION. This temporary moratorium shall remain in effect for a period of twelve (12) months from and including the effective date of this Ordinance or until the effective date of an ordinance(s) amending the Citrus County Land Development Regulations and/or the Code of Ordinances relating to data centers, data center facilities, and data center utilities, whichever first occurs.

SECTION 8. CONFLICTING PROVISIONS. All ordinances, or parts of ordinances, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. SEVERABILITY. It is the intent of the Board of County Commissioners of Citrus County, Florida, and is hereby provided, that if any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held to be invalid or unconstitutional by

any court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect upon filing with the Secretary of State as provided in Florida Statutes, Section 125.66.

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this 26th day of May, 2026.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ _____

TRACI PERRY, Clerk DIANA FINEGAN, Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____

DENISE A. DYMOND LYN, County Attorney

CHAPTER 2026-65

Committee Substitute for
Committee Substitute for Senate Bill No. 484

An act relating to data centers; creating s. 163.326, F.S.; providing legislative findings; specifying that local governments maintain authority to exercise power and responsibility over comprehensive planning and land development regulations relating to large load customers; prohibiting a large load customer from being considered an electric substation; amending s. 288.075, F.S.; defining the term "data center"; providing an exception to a provision allowing an extension of certain confidentiality protections; creating s. 366.043, F.S.; providing legislative findings; defining terms; requiring public utilities to provide certain minimum tariff and service requirements for large load customers; requiring that such requirements ensure that large load customers bear their costs of service and that such costs are not shifted to the general body of ratepayers; requiring certain measures to minimize the risk of nonpayment of such costs; requiring that such minimum tariff and service requirements include certain provisions designed to prevent a public utility from providing electric service to a large load customer that is a foreign entity; prohibiting a customer from separating a certain electrical load into multiple smaller connections for a specified purpose; authorizing the Florida Public Service Commission to approve public utility tariffs that include certain utility industry-accepted ratemaking and other financial tools; prohibiting any tariff, contractual provision, service requirement, or other public utility policy from preventing or hindering the curtailment or interruption of electric service to a large load customer for certain purposes; prohibiting a public utility from knowingly providing electric service to a large load customer that is a foreign entity; requiring each public utility to file a tariff in compliance with the provisions of the bill by a specified date; amending s. 373.203, F.S.; defining terms; creating s. 373.262, F.S.; providing legislative intent; prohibiting the governing board of a water management district or the Department of Environmental Protection from issuing a permit for the consumptive use of water to a large-scale data center under certain circumstances; requiring that such permit be issued to a large-scale data center applicant if the applicant establishes that the proposed use of water satisfies certain requirements; requiring the governing board or the department to require the use of reclaimed water for a large-scale data center applicant's allocation when certain requirements are met; specifying requirements for certain permit applications; prohibiting the approval of permit applications without a hearing; amending s. 373.239, F.S.; requiring that consumptive use permit modifications proposed by a large-scale data center be treated in a specified manner; requiring the Office of Program Policy Analysis and Government Accountability to contract for a study relating to the construction and operation of large-scale data centers; providing requirements for the study; requiring the study to be submitted

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to the Governor, the President of the Senate, and the Speaker of the House by a specified date; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Effective upon becoming a law, section 163.326, Florida Statutes, is created to read:

163.326 Large load customer considerations.—

(1) The Legislature finds that certain land uses, including facilities with substantial electric or other utility demands, such as data centers and other large load customers as defined in s. 366.043(2), may present unique planning, infrastructure, and compatibility considerations. The Legislature intends that such considerations shall be addressed through local comprehensive planning and land development regulations adopted pursuant to this chapter, including provisions related to infrastructure capacity, land use compatibility, environmental impacts, and the efficient provision of public facilities and services.

(2) Local governments shall maintain the authority to exercise the powers and responsibilities for comprehensive planning and land development regulation granted by law with respect to large load customers. A large load customer may not be considered an electric substation for the purposes of s. 163.3208.

Section 2. Paragraphs (a), (b), and (c) of subsection (1) of section 288.075, Florida Statutes, are redesignated as paragraphs (b), (c), and (d), respectively, paragraph (a) of subsection (2) is amended, and a new paragraph (a) is added to subsection (1) of that section, to read:

288.075 Confidentiality of records.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Data center" has the same meaning as in s. 373.203.

(2) PLANS, INTENTIONS, AND INTERESTS.—

(a)1. If a private corporation, partnership, or person requests in writing before an economic incentive agreement is signed that an economic development agency maintain the confidentiality of information concerning plans, intentions, or interests of such private corporation, partnership, or person to locate, relocate, or expand any of its business activities in this state, the information is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution for 12 months after the date an economic development agency receives a request for confidentiality or until the information is otherwise disclosed, whichever occurs first.

2. An economic development agency may extend the period of confidentiality specified in subparagraph 1. for up to an additional 12 months upon

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written request from the private corporation, partnership, or person who originally requested confidentiality under this section and upon a finding by the economic development agency that such private corporation, partnership, or person is still actively considering locating, relocating, or expanding its business activities in this state. Such a request for an extension in the period of confidentiality must be received prior to the expiration of any confidentiality originally provided under subparagraph 1. This subparagraph does not apply to information described in subparagraph 1. relating to data centers.

If a final project order for a signed economic development agreement is issued, then the information will remain confidential and exempt for 180 days after the final project order is issued, until a date specified in the final project order, or until the information is otherwise disclosed, whichever occurs first. However, such period of confidentiality may not extend beyond the period of confidentiality established in subparagraph 1. or subparagraph 2.

Section 3. Section 366.043, Florida Statutes, is created to read:

366.043 Large load tariffs for public electric utilities.—

(1) The Legislature finds that the provision of safe and reliable electric services, provided at fair, just, and reasonable rates, is essential to the welfare of the ratepayers of this state. The Legislature further finds that when one class of electric service customer requires uniquely large electrical loads at a single location, it imposes a disproportionate risk on the other ratepayers of this state and makes it necessary for the commission to develop and enforce rate structures and other policies for such customers which ensure such risk is mitigated as much as possible and prevent shifting the costs of serving large load customers to the general body of ratepayers.

(2) As used in this section, the term:

(a) "Controlled by" means having the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or an entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the entity.

(b) "Foreign country of concern" has the same meaning as in s. 692.201.

(c) "Foreign entity" means an entity that is:

1. Owned or controlled by the government of a foreign country of concern; or

2. A partnership, an association, a corporation, an organization, or other combination of persons organized under the laws of or having its principal

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place of business in a foreign country of concern, or a subsidiary of such entity.

(d) "Large load customer" means a customer with an anticipated monthly peak load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval at a single location. The term does not include a load aggregated across multiple locations owned by the same customer. However, the term includes all customers or other entities that have entered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this paragraph.

(e) "Public utility" has the same meaning as in s. 366.02, except that the term does not include a gas utility.

(3) The following minimum tariff and service requirements for large load customers are required in public utility tariffs:

(a) The minimum tariff and service requirements must reasonably ensure that each large load customer bears its own full cost of service and that such cost is not shifted to the general body of ratepayers. Such cost of service includes, but is not limited to, connection, incremental transmission, incremental generation, and other infrastructure costs; operations and maintenance expenses; and any other costs required to serve a large load customer. The risk of nonpayment of such costs may not be borne by the general body of ratepayers.

(b) The minimum tariff and service requirements must include provisions reasonably designed to prevent a public utility from providing electric service to a customer that would otherwise qualify as a large load customer if that customer is a foreign entity.

(4) A customer may not separate an electrical load at a single location into multiple smaller connections to avoid being classified as a large load customer.

(5) To effectuate the requirements of subsection (3), the commission may approve public utility tariffs that include utility industry-accepted rate-making and other financial tools, including, but not limited to, the following:

(a) Contributions in aid of construction or other required customer infrastructure investments that may be returned, in whole or in part, to such customers over time.

(b) Demand charges, including minimum demand charges.

(c) Incremental generation charges.

(d) Financial guarantees.

(e) Minimum load factors.

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(f) Take-or-pay provisions or similar provisions requiring payment for contracted capacity, regardless of a large load customer's actual electricity use or demand.

(g) Minimum period of service contract requirements, including early termination fees or other fees for violation of such contracts.

(6) Any tariff, contractual provision, service requirement, or other public utility policy relating to large load customers may not prevent or otherwise hinder the curtailment or interruption of electric service to a large load customer where such curtailment or interruption is intended to ensure grid stability, reduce the likelihood or breadth of wider service outages, or ensure public safety during an emergency or other exceptional circumstance.

(7) A public utility may not knowingly provide electric service to a customer that would otherwise qualify as a large load customer if that customer is a foreign entity.

(8) No later than October 1, 2026, each public utility shall file, for commission approval, a tariff that complies with this section.

Section 4. Effective upon becoming a law, subsections (3) and (4) of section 373.203, Florida Statutes, are redesignated as subsections (5) and (6), respectively, and new subsections (3) and (4) are added to that section, to read:

373.203 Definitions.—

(3) "Data center" means a facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be:

(a) A free-standing structure; or

(b) A facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.

(4) "Large-scale data center" means a single location, with a data center on site, that has an anticipated monthly peak load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval. The term does not include a load aggregated across multiple locations owned by the same customer. However, the term includes all customers or other entities that have entered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this subsection.

Section 5. Section 373.262, Florida Statutes, is created to read:

373.262 Large-scale data center permitting.—

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(1) It is the intent of the Legislature that the development and operation of large-scale data centers in this state be managed under a permitting framework that ensures this state's water resources are used in the public interest, in a manner that is not harmful to the water resources of this state, and consistent with local government zoning regulations and comprehensive plans.

(2) Consistent with other provisions of this part, the governing board of a water management district or the department may not issue a permit to a large-scale data center applicant for an allocation of water if the proposed use of the water is harmful to the water resources of the area or is prohibited by the applicable local government zoning regulations and comprehensive plan. A permit shall be issued to a large-scale data center applicant for an allocation of water if the applicant establishes that the proposed use of water:

(a) Is a reasonable-beneficial use as defined in s. 373.019;

(b) Will not interfere with any presently existing legal use of water; and

(c) Is consistent with the public interest.

(3) The governing board or the department shall require the use of reclaimed water in lieu of all or a portion of a proposed use of surface water or groundwater by a large-scale data center applicant when:

(a) A suitable reclaimed water supply source is available and permitted;

(b) Reclaimed water distribution or supply lines are available at the property boundary in sufficient capacity and quality to serve the applicant's needs;

(c) The applicant is capable of accessing the reclaimed water source through distribution or supply lines;

(d) Use of reclaimed water is environmentally, economically, and technically feasible; and

(e) Use of reclaimed water would not conflict with the requirements contained in the applicant's surface water discharge permit, if applicable.

(4)(a) In addition to the requirements of s. 373.229, all permit applications made under this part requesting an allocation of at least an average daily flow of 100,000 gallons of water per day by a large-scale data center must contain:

1. All sources and amounts of water and losses of water used for cooling, industrial and treatment processes, personal or sanitary needs of employees, and landscape irrigation; and

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

2. A water conservation plan that, at a minimum, incorporates recycling cooling water before discharge or disposal, implementation of a leak detection and repair program, use of water efficient fixtures, and implementation of an employee awareness and education program concerning water conservation.

(b) Notwithstanding s. 373.229(4), the governing board or the department may not approve a permit application made under this part by a large-scale data center without a hearing.

Section 6. Subsection (2) of section 373.239, Florida Statutes, is amended to read:

373.239 Modification and renewal of permit terms.—

(2) If the proposed modification involves water use of 100,000 gallons or more per day or is proposed by a large-scale data center as defined in s. 373.203, the application shall be treated under the provisions of s. 373.229 in the same manner as the initial permit application. Otherwise, the governing board or the department may at its discretion approve the proposed modification without a hearing, provided the permittee establishes that:

(a) A change in conditions has resulted in the water allowed under the permit becoming inadequate for the permittee's need, or

(b) The proposed modification would result in a more efficient utilization of water than is possible under the existing permit.

Section 7. The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall contract for an independent, interdisciplinary study of policy considerations related to the construction and operation of large-scale data centers, including, but not limited to, state, regional, or local economic development and tax revenue impacts; use of land, water, and other natural resources; energy use and related cost and rate impacts; and public health and safety related impacts. OPPAGA may contract with one or more nonpartisan academic or nonprofit research organizations with policy and scientific expertise in relevant fields of study. The study must identify any issues unique to the construction and operation of large-scale data centers in this state. The study must also include recommendations on facility siting and mitigation measures that should be considered to reduce any potential negative impacts. OPPAGA shall submit the study to the Governor, the President of the Senate, and the Speaker of the House of Representatives by July 1, 2027.

Section 8. Except as otherwise expressly provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect July 1, 2026.

Approved by the Governor May 7, 2026.

Filed in Office Secretary of State May 7, 2026.

CODING: Words stricken are deletions; words underlined are additions.

ORDINANCE NUMBER 2026-044

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, DEVELOPMENT ORDERS, REZONING, OR SITE PLANS RELATED TO DATA CENTERS, DATA PROCESSING FACILITIES, DATA MINING OR CRYPTOCURRENCY MINING OPERATIONS (REFERENCED HEREIN COLLECTIVELY AS DATA CENTER FACILITIES) WITHIN UNINCORPORATED NASSAU COUNTY, FLORIDA; ADOPTING FINDINGS; PROVIDING FOR THE STUDY AND DEVELOPMENT OF APPROPRIATE LAND USE REGULATIONS ADDRESSING SUCH DATA CENTER USES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (Board) has the authority pursuant to Chapter 125, Florida Statutes, and Article VIII of the Florida Constitution to protect the public health, safety and general welfare of its residents and to enact ordinance for valid governmental purposes that are no inconsistent with general or special law; and

WHEREAS, on April 13, 2026, the Board directed the County Attorney to prepare an ordinance instituting a temporary moratorium on the acceptance, review, or approval of applications for data center facilities; and

WHEREAS, Nassau County is located within a coastal region, an area that relies heavily upon groundwater resources from the Floridan Aquifer system, which has historically been subject to significant management and conservation efforts due to saltwater intrusion risks and long-term sustainability concerns; and

WHEREAS, state and regional planning efforts emphasize the importance of careful management of groundwater withdrawals and coastal water resources to ensure long-term environmental and economic stability for coastal communities; and

WHEREAS, data center facilities are known to require substantial water resources for cooling systems and substantial electrical power to support continuous computing operations, which in some cases require infrastructure demands comparable to small municipalities; and

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Deletions = ~~red strikethrough~~
Relocated = green double underline

WHEREAS, such facilities have the potential to place significant demands on regional groundwater supplies, water treatment infrastructure, and electrical grid capacity, particularly in rapidly growing areas; and

WHEREAS, the Board finds that Nassau County currently lacks specific zoning provisions or development regulations addressing the unique operational characteristics, infrastructure requirements, and environmental considerations associated with data center facilities; and

WHEREAS, the Board further finds that allowing such facilities to proceed without appropriate regulatory standards could create risks to the County's water resources, electrical infrastructure capacity, land use planning objectives, and long-term community development strategy; and

WHEREAS, Nassau County's proximity to sensitive coastal ecosystems, wetlands, estuarine systems, and maritime forests further underscores the importance of ensuring that new forms of industrial-scale development are evaluated carefully and responsibly; and

WHEREAS, local governments may enact moratoriums if the moratorium is intended to preserve the status quo and is rationally related to the government's attempt to enact changes to development regulations. (*WCI Communities Inc. v. City of Coral Springs*, 885 So. 2d 912 (Fla. 4th DCA 2004)); and

WHEREAS, Florida courts have held that permissible basis for land use restrictions include concern about the effect of the proposed development on traffic, congestion, surrounding property values, demands for public services, and on other aspects of the general welfare (*WCI Communities Inc. v. City of Coral Springs*, 885 So.2d 912 (Fla. 4th DCA 2004; *see also Corn v. City of Lauderdale Lakes*, 997 F.2d 1369, 1375 (11th Cir. 1993)); and

WHEREAS, local governments are entitled to enact moratoriums as a land-use tool to promote effective planning and preserve the status quo during this change (*Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg'l Planning Agency*, 535 U.S. 302, 337, 122 S.Ct. 1465, L.Ed.2d 517 (2002) (holding temporary moratoria are used widely among land use planners to preserve the status quo while formulating a more permanent development strategy); and

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WHEREAS, the County is actively engaged in the process of review, study, and planning public workshops and hearings to prepare and adopt amendments to its Comprehensive Plan, Land Development Regulations, and Code of Ordinances as may be necessary to address the demands of data center facilities; and

WHEREAS, a temporary moratorium on the acceptance, review, or approval of applications for development permits, development orders, rezoning, or site plans related to data center facilities within unincorporated Nassau County will allow time to review, study, hold public hearing, and prepare and adopt an amendment or amendments to the County Comprehensive Plan, Land Development Regulations, or Code of Ordinances, as may be required, to address such uses; and

WHEREAS, the Board wishes to establish a temporary moratorium of up to one (1) year on the acceptance, review, or approval of applications for development permits, development orders, rezoning, or site plans related to data center facilities within unincorporated areas and such moratorium is reasonable and necessary to accomplish the goal of revising its regulations to ensure the community welfare is well-balanced and the public health, safety and general welfare are preserved; and

WHEREAS, public notice of all hearings required by law has been provided in accordance with Chapters 125 and 163, Florida Statutes and the Nassau County Land Development Code; and

WHEREAS, the Board of County Commissioners finds this ordinance imposing a one (1) year temporary moratorium on the acceptance, review, or approval of applications for data center facilities serves the health, safety, and welfare of the residents of and visitors to Nassau County, Florida.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Nassau County. Florida as follows:

SECTION 1. 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 thereof.

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SECTION 2. PURPOSE.

The purpose of this Ordinance is to allow Nassau County sufficient time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the Nassau County Comprehensive Plan, Land Development Code and/or Code of Ordinances, relating to Data Center Facilities.

SECTION 3. TEMPORARY MORATORIUM ESTABLISHED.

A temporary moratorium is hereby established on the acceptance, review, processing, or approval of any:

- rezoning applications
- conditional use permits
- development permits
- site plan approvals
- building permits
- or other development approvals

for the construction, expansion, or operation of Data Center Facilities within the unincorporated areas of Nassau County.

SECTION 3. DEFINITION.

For the purposes of this moratorium, Data Center Facilities is a building, a dedicated space within a building, or group of buildings housing computer systems and associated components, such as telecommunication and data processing systems, to be used for remote storage, processing, or distribution of large amounts of data. Examples of such data, include but are not limited to, computationally intensive applications such as cryptocurrency mining, artificial intelligence (A.I.) computing, weather modeling, genome sequencing, application hosting, cloud storage, video and technical streaming services, etc. Such facilities may include air handlers, power generators, water cooling and storage facilities, utility substations, and other infrastructure to support operations.

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SECTION 4. STUDY AND EVALUATION.

During the moratorium period, Nassau County staff shall conduct a comprehensive review of the potential impacts associated with data center facilities, including but not limited to:

1. Groundwater withdrawal impacts, particularly as they relate to the Floridan Aquifer and coastal aquifer management policies.

2. Water supply and wastewater treatment capacity, including potential impacts on municipal and regional water systems.

3. Electrical grid capacity and infrastructure requirements, including consultation with regional electric utilities regarding potential long-term demand impacts.

4. Land use compatibility, including appropriate zoning classifications and development standards for such facilities.

5. Environmental considerations, including impacts on wetlands, coastal ecosystems, noise, lighting, and surrounding land uses.

6. Best practices adopted by other jurisdictions in Florida and throughout the United States for the regulation of data center development.

SECTION 5. DEVELOPMENT OF REGULATORY FRAMEWORK.

Following the completion of and during the review process, County staff shall present best practices, hold public workshops, and make final recommendations to the Board of Commissioners regarding the adoption of appropriate zoning regulations, permitting requirements, infrastructure standards, and environmental safeguards governing data center facilities within Nassau County.

SECTION 6. DURATION.

This temporary moratorium shall remain in effect for a period of twelve (12) months from and including the effective date of this Ordinance or until the effective date of an ordinance(s) amending the Nassau County Comprehensive Plan, Land Development Regulations and/or the Code of Ordinances relating to Data Center Facilities, whichever first occurs.

SECTION 7. CONFLICTING PROVISIONS.

All ordinances, or parts of ordinances, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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SECTION 8. SEVERABILITY.

It is the intent of the Board of County Commissioners of Nassau County, Florida, and is hereby provided, that if any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall take effect upon filing with the Secretary of State as provided in Florida Statutes, Section 125.66.

ADOPTED THIS _____ DAY OF _____, 2026 BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

_____
ALYSON R. MCCULLOUGH
Chair

ATTEST AS TO CHAIR'S SIGNATURE:

_____
MITCH L. KEITER
Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

_____
DENISE C. MAY

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

DATE: 06/09/2026
TO: Jennifer Barker, County Manager
THRU:
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: NACo's Online Proxy Form

MEETING DATE: 6/23/2026
ITEM TYPE: Departmental Item
ITEM ID: 43025

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 - 06/09/2026
Melanie Marsh	Approved - 06/12/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

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: 02/19/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Departmental Item
THRU:
ITEM ID: 41981
BY: Andrea Kennard, Commissioners Aide
SUBJECT: Pride in America Proclamation, per Commissioner Sean Parks

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RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval and adoption of Pride in America proclamation, per Commissioner Sean Parks.

BACKGROUND SUMMARY: This is a proclamation celebrating the entire month of July as Pride in America in Lake County.

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

- National and state-recognized months, 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.

Beginning in 2022 and every year since, Commissioner Sean Parks has requested the adoption and approval of a proclamation celebrating the entire month of July as Pride in America Month in Lake County. This is a month-long celebration of American patriotism, exceptionalism and gratitude to our great United States of America.

Fiscal Impact: NONE

Account No.:

Advertised Date: Paper:
Attachments:

1.	LCC-96
2.	PRIDE IN AMERICA - 2026

STAFF APPROVALS AND DATES:
Andrea Kennard Created/Initiated - 02/19/2026

Misty Spahn	Approved - 02/19/2026
Melanie Marsh	Approved - 02/21/2026
Jennifer Barker	Approved - 02/22/2026
Marisol Saldana	Final Approval - 02/24/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS
County Policy

Title: Provisions for Proclamations and Letters of Recognition

Number: LCC-96

Cancels:

Approved: October 8, 2013

I. OBJECTIVE

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

II. DIRECTIVES

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

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

2. Major local events that will benefit the community.

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

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

III. RESERVATION OF AUTHORITY

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

Leslie Campione
Chairman, Board of County Commissioners
Lake County

PROCLAMATION
2026 - 21

WHEREAS, On July 4, 1776, the Second Continental Congress approved a Declaration of Independence, which gave force of law to our separation from Great Britain. Each year since then, we have celebrated the Fourth of July as Independence Day, the birthday of the United States of America; and

WHEREAS, the year 2026 marks the 250th anniversary, or Semi quincentennial, of the founding of the United States of America, a historic milestone commemorating two and a half centuries of freedom, self-governance, and the enduring strength of our Republic; and

WHEREAS, this Declaration of Independence has given to the world the strongest and most successful country in human history, a Nation founded upon principles of defined, inviolate rights of the people and the equal and equitable application of the rule of law; and

WHEREAS, the commemoration of this momentous and unprecedented achievement, and particularly this 250th anniversary year, is worthy of recognition throughout the entire month of July, reminding the citizens and residents of this nation of the extreme risks and sacrifices undertaken by our forefathers to secure the freedoms so often exercised today; and

WHEREAS, it is our hope and desire that, as a nation, we set aside differences and celebrate that which UNITES us as Americans, taking PRIDE in our great nation and its many contributions and advancements to mankind and to the world, especially during this historic anniversary year.

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

Section 1. The month of July 2026 will be recognized as **PRIDE IN AMERICA MONTH**, in honor of the 250th anniversary of the United States of America, a month-long celebration of American patriotism, exceptionalism, and gratitude for our great Nation.

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 23rd 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

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

DATE: 04/20/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Presentation
THRU:
ITEM ID: 42921
Kathleen Dial, Executive Director
BY: Megan Brew, Office of Economic Development Director
SUBJECT: Presentation by Scott Chevalier, Executive Director of the Powerhouse Youth Project

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RECOMMENDATION/REQUIRED ACTION:
Presentation by Scott Chevalier on the impact of the Powerhouse Youth Project in Lake County. There is no fiscal impact.

BACKGROUND SUMMARY: The Powerhouse Youth Project is a 501(c)(3) non-profit organization dedicated to empowering the next generation. Through their innovative programs and strategies, the Powerhouse Youth Project aims to engage and equip America's youth for life after high school.

Fiscal Impact: None

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Megan Brew	Created/Initiated - 04/20/2026
Sheri Hutchinson	Approved - 04/20/2026
David Eichinger	Approved - 04/20/2026
Megan Brew	Approved - 05/11/2026
Kathleen Dial	Approved - 05/12/2026
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 - 05/21/2026
Jennifer Barker	Approved - 05/29/2026
Marisol Saldana	Final Approval - 05/29/2026

ACTION TAKEN BY BOARD:
Action: New
Continued/Deferred Until:
Other:

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: 6/23/2026
ITEM TYPE: Consent Item
ITEM ID: 41535

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: 05/27/2026
MEETING DATE: 6/23/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Departmental Item
THRU:
ITEM ID: 43001
Melanie Marsh, County Attorney
Michael Fitzgerald, Office of Planning & Zoning Director
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance amending Section 9.01.06, Lake County Code, Appendix E, Land Development Regulations, entitled *Landscape Buffer Requirements*, to establish a minimum landscape buffer width of twenty (20) feet for residential properties developing along public roadways.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to advertise an Ordinance amending Section 9.01.06, Lake County Code, Appendix E, Land Development Regulations, entitled *Landscape Buffer Requirements*, to establish a minimum landscape buffer width of twenty (20) feet for residential properties developing along public roadways.

There is no fiscal impact.

BACKGROUND SUMMARY: On April 14, 2026, the Board of County Commissioners (Board) considered public input and the potential impacts of the landscaping buffer width requirements on property owners, infrastructure capacity, and community character, and discussed that the benefits to public health, safety, and welfare outweigh potential adverse effects. The proposed Ordinance will establish a minimum landscape buffer width of twenty (20) feet for residential properties along public roadways. The proposed buffer width along public roadways will enhance public safety by providing appropriate spacing for driveway curb cuts, improving sight distances, maintaining access for emergency vehicles, and reducing congestion associated with over-intensification on narrow lots. In addition, the proposed buffer width will improve opportunities for onsite stormwater infiltration, tree preservation and planting, and landscaping, thereby reducing runoff and mitigating heat island effects.

The Affordable Housing Advisory Committee and the Home Builders Association of Lake-Sumter were provided a copy of this proposed Ordinance on May 27, 2026. The Planning and Zoning Board was presented with the proposed Ordinance on June 3, 2026, which was unanimously approved. If the Board approves this proposed Ordinance for advertising, the Public Hearing will be scheduled for July 14, 2026.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:

Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate_Landscape Buffer

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 05/27/2026
Melanie Marsh	Approved - 06/03/2026
Sheri Hutchinson	Approved - 06/03/2026
David Eichinger	Approved - 06/03/2026
Michael Fitzgerald	Approved - 06/09/2026
Kathleen Dial	Approved - 06/10/2026
Kandace Pourbaix	Approved - 06/10/2026
Miranda Lanoue	Approved - 06/10/2026
Jaime Stewart	Approved - 06/11/2026
Melanie Marsh	Approved - 06/12/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Summary of Ordinance

The purpose of this Ordinance is to amend Section 9.01.06, Lake County Code, Appendix E, Land Development Regulations, to establish a minimum landscape buffer width of twenty (20) feet for residential properties developing along public roadways.

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation "* * *" shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or relettering that might be needed).

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING SECTION 9.01.06 LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS, ENTITLED *LANDSCAPE BUFFER REQUIREMENTS*; ESTABLISHING A MINIMUM BUFFER WIDTH FROM PUBLIC ROADS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, ensuring sufficient landscaping buffer width along public roadways support the safe and efficient placement of public and private infrastructure including, but not limited to, water and sanitary sewer laterals, stormwater management features, driveway access, on-street parking, and utility easements, while minimizing conflicts among these elements; and

WHEREAS, increased landscaping buffer width along public roadways improve opportunities for on-site stormwater infiltration, tree preservation and planting, and landscaping, thereby reducing runoff, mitigating heat island effects, and supporting environmental stewardship and resilience; and

WHEREAS, the proposed buffer width along public roadways will enhance public safety by providing appropriate spacing for driveway curb cuts, improving sight distances, maintaining access for emergency vehicles, and reducing congestion associated with over-intensification on narrow lots; and

WHEREAS, the Planning and Zoning Board has reviewed the proposed minimum landscaping buffer width requirements for consistency with the County's Comprehensive Plan and Land Development Regulations and finds the proposal to be consistent with such goals and regulations; and

WHEREAS, the Board has considered public input and the potential impacts of the landscaping buffer width requirements on property owners, infrastructure capacity, and community character, and finds that the benefits to public health, safety, and welfare outweigh potential adverse effects; and

WHEREAS, the Board finds that the minimum landscaping buffer widths are narrowly tailored to achieve legitimate public purposes and will not impose undue hardships; and

WHEREAS, based on the foregoing findings and the record before it, the Board determines that adoption of a minimum twenty (20) foot landscaping buffer width from public roads is in the best interests of the public health, safety, and general welfare of the community.

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

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

Section 2. **Amendment.** Amending Section 9.01.06, Lake County Code, Appendix E, entitled *Landscape Buffer Requirements*, as follows:

9.01.06 Landscape Buffer Requirements.

A. General Buffer Requirements. Any approved development order, other than for a single-family or duplex lot, Shall provide for the following buffers.

1. Buffering from adjacent Properties. Landscape buffering Shall be required at the time of development as specified in Table 1 below.

a. If no buffer exists on the adjoining property or if the existing buffer fails to meet the requirements of the table below, buffering Shall be required. In order to utilize a buffer on an adjoining property to meet the regulations, the buffer on the adjoining property must have been required by a development order issued by Lake County or a municipality in Lake County.

b. If a buffer exists on the adjoining property that meets the requirements of the table below, no additional buffering Shall be required. In order to utilize a buffer on an adjoining property to meet the regulations, the buffer on the adjoining property must have been required by a development order issued by Lake County or a municipality in Lake County.

c. Commercial parcels within a master planned commercial center, or mixed use Planned Unit Developments (PUD) may utilize the buffer installed on adjacent parcels within the same development if such buffers were required by a development order issued by Lake County.

d. If an adjacent commercial parcel is vacant, only fifty (50) percent of the buffer width and plants Shall be required for the commercial parcel being developed. The adjacent vacant commercial parcel Shall install the remaining fifty (50) percent of the buffer when it is developed.

e. Single-Family residential subdivisions of less than ten (10) lots and a density of less than one (1) dwelling unit per net acre Shall be exempt from this buffer requirement; provided, however, that they must still comply with subsection 2 below regarding buffering from public roadways.

2. Buffering from Public Roadways. Any parcel adjacent to a public right-of-way Shall have a minimum twenty (20) foot Type A landscape buffer along its right-of-way, provided, however, that a ~~A~~ Type C Landscape Buffer is required for parcels along SR 50, US 27, US 192, and US 441. ~~Subdivisions in the A, AR, and RA Zoning Districts Shall be exempt from this requirement, unless required by another provision of this Section~~.

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(*The remainder of Section 9.01.06 shall remain unchanged.)*

Section 3. **Severability.** If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 4. **Inclusion in the Code.** It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. **Effective Date.** This Ordinance shall become effective as provided for by law.

Enacted this _____ day of _____, 2026.

Filed with the Secretary of State _____, 2026.

ATTEST:

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

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 amends Section 9.01.06, Lake County Code, Appendix E, Land Development Regulations, to establish a minimum landscape buffer width of twenty (20) feet for residential properties developing along public roadways.

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.

Developers may face some increased costs associated with landscaping, exact costs will vary based on project size and landscape plan.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Any residential developer developing along public roadways other than SR 50, US 27, US 192, and US 441 could be impacted by increased costs associated with landscaping.

4. Any additional information:

Parcels along SR 50, US 27, US 192, and US 441 will not be required to have a type A, twenty (20) foot buffer, and will instead have a Type C buffer.

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: 05/26/2026 **MEETING DATE:** 6/23/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Departmental Item
THRU: **ITEM ID:** 42996
Melanie Marsh, County Attorney
Michael Fitzgerald, Office of Planning & Zoning Director
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance amending Section 14.07.00, Lake County Code, Appendix E, Land Development Regulations, entitled *Subdivisions*, to bring the section into compliance with Chapter 2025-164, *Laws of Florida* (Senate Bill 784 (2025)).

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to advertise an Ordinance amending Section 14.07.00, Lake County Code, Appendix E, Land Development Regulations, entitled *Subdivisions*, to bring the section into compliance with Chapter 2025-164, *Laws of Florida*, (Senate Bill 784 (2025)).

There is no fiscal impact.

BACKGROUND SUMMARY: On June 20, 2025, Governor DeSantis signed into law, Senate Bill (SB) 784, with an effective date of July 1, 2025, and required that certain plat or replat submittals be administratively approved with no further action by the governing body of a county or municipality. To comply with the requirement of SB 784 (Chapter 2025-164, *Laws of Florida*), the Board of County Commissioners (Board) must amend Section 14.07.00, Lake County Code, Appendix E, Land Development Regulations, entitled *Subdivisions*.

The Affordable Housing Advisory Committee and the Home Builders Association of Lake-Sumter were provided a copy of this proposed Ordinance on May 26, 2026. The Planning and Zoning Board was presented with the proposed Ordinance on June 3, 2026, which was approved unanimously. If the Board approves this proposed Ordinance for advertising, the Public Hearing will be scheduled for July 14, 2026.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate_Administrative Plat Approval
3.	J. McIntosh_Affordable Housing Impact_Administrative Plat Approval

4.	Senate Bill 784

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 05/26/2026
Melanie Marsh	Approved - 05/27/2026
Sheri Hutchinson	Approved - 05/27/2026
David Eichinger	Approved - 05/27/2026
Michael Fitzgerald	Approved - 06/01/2026
Kathleen Dial	Approved - 06/01/2026
Kandace Pourbaix	Approved - 06/01/2026
Miranda Lanoue	Approved - 06/02/2026
Jaime Stewart	Approved - 06/02/2026
Melanie Marsh	Approved - 06/03/2026
Jennifer Barker	Approved - 06/05/2026
Marisol Saldana	Final Approval - 06/05/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Summary of Ordinance

The purpose of this Ordinance is to amend Section 14.07.00, Lake County Code, Appendix E, Land Development Regulations, entitled *Subdivisions,* to bring the section into compliance with Chapter 2025-164, *Laws of Florida*. Chapter 2025-164, *Laws of Florida*, amended Section 177.071, Florida Statutes, to require plats to be administratively approved with no further action of the governing body.

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation "* * *" shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or relettering that might be needed).

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING SECTION 14.07.00, LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS, ENTITLED *SUBDIVISIONS*; PROVIDING FOR ADMINISTRATIVE PLAT APPROVALS IN ACCORDANCE WITH SECTION 177.071, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 20, 2025, Governor DeSantis signed into law, Senate Bill 784, with an effective date of July 1, 2025, which required that certain plat or replat submittals be administratively approved with no further action by the governing body of a county or municipality; and

WHEREAS, to comply with the requirement of SB 784 (Chapter 2025-164, *Laws of Florida)*, the Board of County Commissioners (Board) must amend Section 14.07.00, Lake County Code, Appendix E, Land Development Regulations, entitled *Subdivisions*; and

WHEREAS, the Board has determined that amending the Land Development Regulations is in the best interests of the residents of Lake County, Florida.

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

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

Section 2. **Amendment.** Section 14.07.00, Lake County Code, Appendix E, Land Development regulations, entitled *Subdivisions*, is hereby amended to read as follows:

14.07.00 Subdivisions.

14.07.01

A. Generally. The purpose of this section is to provide for the review of the subdivision of land into individual saleable, leasable or rental units. The County Manager or designee Shall approve all preliminary Plats, construction plans and Final Plats if each is found to be in compliance with these regulations. Any preliminary Plat, construction plan or final Plat not in compliance with these regulations Shall be denied and a letter of denial Shall be sent to the applicant stating the reasons for the denial. All final plats Shall also be required to be accepted by the ~~Board of County Commissioners~~Designated Administrative Official. This section Shall apply to the subdivision of land into residential Lots only.

B. Necessary Public Services and Facilities. No final Plat which authorizes the development of five (5) or more Lots or dwelling units Shall be approved by the ~~Board of County Commissioners~~Designated Administrative Official unless the School Board has provided to the County Manager, or designee, a certification in accordance with Chapter V-A of these regulations indicating that there is or will be sufficient school capacity to provide education services for the students who will live in dwelling units placed or constructed on such Lots.

14.07.02 Platting Required. No application for a single-family building permit for construction in the unincorporated area of Lake County Shall be granted unless a plat including such parcel of land has been approved by the ~~Board of County Commissioners~~Designated Administrative Official and recorded in the official records of Lake County, Florida. The only exceptions to mandatory platting are as follows:

A. Lots of Record. Pursuant to Subsection ~~3.02.01~~1.08.04, Land Development Regulations, a building permit Shall be issued for a single-family dwelling unit or duplex on a lot of record.

B. Lots Created Via Administrative Lot Split. Pursuant to Section 14.11.00, Land Development Regulations, a building permit Shall be issued for a single-family dwelling unit or duplex on a lot created via the minor lot split or family density exception processes.

C. Developers Agreements. The County Manager or designee may, by agreement, allow up to six (6) building permits to be issued for a parcel of land prior to plat approval, but while the plat is in the process of approval, such agreement Shall be acceptable to the County Attorney and Shall prohibit the issuance of a Certificate of Occupancy until the plat is recorded.

****

{Section 14.07.03, entitled General Submittal Requirements, shall remain unchanged.}

****

14.07.04 Preliminary Plats.

A. Preliminary Plat Review and Approval. Applications for preliminary plat review Shall be available from the County Manager or designee. A completed application Shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by agents will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature Shall be accompanied by a notation of the signatory's office in the corporation. The preliminary plat must be approved by the County Manager or designee prior to the applicant submitting construction plans. A preliminary plat submittal Shall include the following information:

1. Topography and Elevation.

    a. Preliminary grading plans specifically including earthwork cut and fill.

    b. Minimum lowest floor elevations of buildings within any special flood hazard areas.

    c. Typical detail plan for each lot.

    d. Statement that the earthwork as proposed will balance on-site, and, if not balanced, a summary of quantities being added or removed from the site. Earthwork removed from the site Shall not exceed the requirements of Section 6.06.00, Land Development Regulations.

    e. Open space as required.

2. Potable Water and Wastewater Systems.

    a. The boundaries of all existing and proposed utility easements. If the site is initially to be served by individual on-site systems, the applicant Shall include a description of how future centralized systems will be provided and the location of those utility easements, setbacks and rights-of-way needed for the provision of the centralized system.

    b. Exact locations of on-site and nearby existing and proposed fire hydrants.

    c. Location and availability of capacity for potable water and wastewater facilities to serve the proposed site, including a description of any required improvements or extensions of existing off-site facilities.

    d. The projected flows of the water and wastewater treatment and pumping facilities, by phases if applicable.

    e. A statement from utility provider(s) Shall be given indicating that the availability, capacity and willingness exists to serve the proposed development.

    f. If central on-site facilities are provided the preliminary plat Shall show the location of on-site wells and the location of wells within one thousand (1,000) feet of any property line; provided, however, that the preliminary plat need only show those wells within one thousand (1,000) feet that required a consumptive use permit from the St. Johns River Water Management District or Southwest Florida Water Management District.

3. Streets, Parking and Loading.

   a. The layout of all existing and proposed streets, easements, rights-of-way, sidewalks and driveways with paving and drainage plans showing existing and proposed elevations, road profiles and grades of all public and private paved areas within the proposed development.

   b. A parking and loading plan showing the total number and dimensions of proposed parking spaces, spaces reserved for handicapped parking, loading areas, proposed ingress and egress (including proposed public street modifications), and projected on-site traffic flow.

   c. The location of all exterior lighting.

   d. The location and specifications of any proposed garbage dumpsters.

   e. Location, names and widths of existing roads, highways, easements, building lines, adjacent driveways, alleys, parks, sidewalks and other public spaces and similar facts regarding adjacent property within five hundred (500) feet of the boundaries of the proposed development.

4. Trees. Whenever the project site contains any trees, the site improvements overlain on an aerial photograph no older than the most recent aerials available from the County Manager or designee must be submitted for staff to evaluate the need for tree removal.

   ~~a. Whenever the project site contains any trees, the site improvements overlain on an aerial photograph no older than then most recent aerials available from the County Manager or designee must be submitted for staff to evaluate the need for tree removal.~~

   ~~b. [Reserved.]~~

5. Landscaping.

   a. Location and dimensions of proposed buffer zones and landscaped areas.

   b. Description of plant materials existing and to be planted in buffer zones and landscaped areas.

   c. Name and location of plant materials to be installed or preserved.

   d. All distances and dimensions.

   e. Delineation of proposed parking spaces, other vehicular areas, access drives, and aisles.

   f. A detailed irrigation plan, if available, or in the absence of such a detailed plan, a notation that an automatic irrigation system will be installed that meets the requirement of ~~Chapter IX~~Section 9.01.00, Land Development Regulations, or Section 16.00.02, Land Development Regulations, as applicable, prior to the issuance of a certificate of occupancy.

   g. Location of buildings.

   h. Gross acreage.

i. Area in square feet of paved areas.

j. Use or zoning classification of adjacent properties.

6. Environmental Review.

a. Wetlands. Review is required when the site contains or is adjacent to wetlands, even if alteration is not proposed.

b. Wildlife. Preliminary survey, no older than six (6) months for designated species and habitat when potential native habitat is being altered or cleared.

c. Environmentally Sensitive Lands.

(1) For any proposed site within the Wekiva River Protection Area, as defined in Part II, Chapter 369, Florida Statutes, an environmental survey Shall be conducted in accordance with the County-approved methodology to assess the impacts of development on ground and surface water quality, quantity, and hydrology, native vegetation and wildlife species, designated species, wetlands and associated uplands before granting approval of any proposed development.

(2) For any proposed development within the Green Swamp Area of Critical State Concern, as defined in Chapter VIII, Land Development Regulations, an environmental survey Shall be conducted.

d. Ground Cover and Land Use. Description of current ground cover and land use, as defined by the Florida Land Use and Classification System (FLUCS) and imperviousness by sub-basin.

7. Mining. When mining is proposed, a completed mining site plan application must be submitted which complies with the requirements of Section 6.06.00, Land Development Regulations.

8. Stormwater Management.

a. Stormwater master plan, showing hydrologic boundaries, and all adjacent properties affected thereby.

b. Project boundaries and areas.

c. Sufficient topographical information with elevations to verify the location of all ridges, streams, etc. (one (1) foot contour intervals within the project's boundaries and for proposed off-site improvements).

d. High water data or critical flood elevations on existing structures upstream of, within and downstream of the project.

e. Notes indicating sources of high water data and critical flood elevations.

f. Notes pertaining to existing standing water, areas of heavy seepage, springs, wetlands, streams, hydrologically sensitive areas, etc.

g. Existing stormwater management features (ditches, roadways, ponds, etc.) are to be shown a minimum of one thousand (1,000) feet downstream of the proposed development unless the ultimate outfall system is a lesser distance.

h. Stormwater management features, including locations of swales, stormwater ponds, and general location of proposed stormwater works.

i. Delineation and area of pre-site and post-site sub-basins.

j. Delineate retention/detention areas and ingress/egress areas for facilities maintenance.

k. General type of soils by sub-basin (as defined by the U.S.D.A. Soil Conservation Service Maps), and general location of soil borings.

l. Special flood hazard areas for any areas in or within one hundred (100) feet of the property. The source of these elevations Shall also be shown on the plans.

m. Preliminary stormwater calculations justifying the location and area of retention ponds, approved by a professional engineer.

n. Proposed drainage easements.

o. Name of the legal entity proposed for maintenance.

9. Flood Hazard Areas. Where any portion of the proposed subdivision, including manufactured home park subdivisions, lies within a flood hazard area, the following shall be required:

a. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats and final plats;

b. Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 14.09.01(B)(3)(c)(1), Land Development Regulations; and

c. Compliance with the site improvement and utilities requirements of Section 14.20.00, Land Development Regulations.

10. General Subsoil Investigation. A subsoil report Shall be prepared by a geotechnical engineer, professional geologist or professional engineer experienced in the preparation of this type of report. The contents of the subsoil report Shall include soil classifications, gradation, wet season groundwater table, vertical and horizontal soils permeability rates, soils porosity values, and the depth of the relative impermeable soil layer for determining the duration of the vertical infiltration.

11. Title Opinion. A title opinion of an attorney licensed in Florida or a certification by an abstractor or a title company dated no earlier than thirty (30) calendar days prior to the submittal, showing all persons or entities with an interest of record in the property including, but not limited to, the record fee owners, easement holders, mortgage and lien holders, leasehold interest holders, judgment interest holders and parties with any interest in the land by reason of probate or other legal proceedings. The report Shall include the tax identification number(s) for the property and copies of documents such as deeds, easement, etc. referenced in the title opinion.

12. Project Phasing. The following requirements apply to property which is to be developed in phases:

    a. A preliminary site plan for the entire site to be developed.

    b. A site phasing schedule including the sequence for each phase; approximate size of the area in each phase; and proposed phasing of construction of public recreation and common open space areas and facilities.

    c. Total acreage in each phase and gross intensity (non-residential) and gross density (residential) of each phase.

    d. Number, height, and type of residential uses.

    e. Floor area, height, and types of office, commercial, industrial and other proposed uses.

    f. Total land area, and approximate location and amount of open space included in each residential, office, commercial, and industrial area.

    g. Approximate location of proposed and existing streets and pedestrian and bicycle routes, including points of ingress and egress.

    h. Approximate location and acreage of any proposed public use such as parks, school developments, and similar public or semi-public uses.

    i. A vicinity map of the area within one (1) mile surrounding the site showing:

        (1) Land use designations and boundaries.
        (2) Traffic circulation systems.
        (3) Major public facilities.
        (4) Municipal boundary lines.
        (5) Urban service area boundaries.

    j. Other documentation as determined by the County Manager or designee to be necessary to allow for satisfactory review under the requirements of these regulations and other applicable law.

13. Noise.

    a. Use of all property within three hundred (300) feet of the applicant's property.

    b. A noise study, if required, consistent with the standards delineated in Section 9.09.00, Land Development Regulations.

    c. Incorporation of noise study recommendations to mitigate noise impacts into implementation and design of applicant's property.

B. Approval of Preliminary Plat. The County Manager or designee Shall approve all preliminary plats, if found to be in compliance with these regulations. Any preliminary plat not in compliance with these regulations Shall be denied and a letter of denial Shall be sent to the applicant stating the reasons for the denial.

C. Expiration of Preliminary Plat Approval.

1. Preliminary plat approval Shall be effective for a period of twelve (12) months from issuance. The applicant must submit construction plans, and have such plans

approved by the County Manager or designee within the initial twelve (12) month period.

2. An applicant may submit a written request for a single extension of the twelve (12) month time frame for an additional six (6) months. Such written request Shall be submitted at least thirty (30) calendar days prior to the expiration of the effective period, otherwise such preliminary plat approval Shall expire. If submitted on time, the extension Shall be granted where the applicant has demonstrated a good-faith effort to submit substantially complete construction plans and has diligently worked with the County Manager or designee towards approval of such plans. However, the extension Shall be denied if any portion of the preliminary plat has become inconsistent with the Comprehensive Plan as determined by the County Manager or designee.

3. In the event the applicant's construction plans are not approved within the initial twelve (12) month period following preliminary plat approval, and an extension is either (a) not applied for; (b) applied for and denied; or (c) applied for, granted, and expired, the applicant Shall be required to submit a new application for preliminary plat approval. Such re-submittal Shall be reviewed in accordance with the provisions of the Comprehensive Plan or Land Development Regulations in effect at the time of re-submittal.

4. Multi-phase Developments.

   a. Expiration dates for preliminary plat approval for multi-phase developments exceeding two hundred (200) lots Shall be determined at the time of preliminary plat approval for all phases. However, in no event Shall the preliminary plat approval exceed six (6) years.

   b. For multi-phase developments, construction plans for the initial phase must be submitted and approved by the County Manager or designee within twelve (12) months of preliminary plat approval. Construction plans for subsequent phases must be submitted and approved by the County Manager or designee within eighteen (18) months of approval of the construction plans for the previous phase.

****

{Section 14.07.05 entitled Construction Requirements, shall remain unchanged}

****

14.07.06 Completion of Infrastructure.

A. Completion of Infrastructure Prior to Final Plat Approval. Upon approval of the preliminary plat and approval of the construction plans, the applicant may begin construction of infrastructure improvements. After the infrastructure improvements are completed the applicant may submit a final plat ~~to the County Manager or designee for submission to the Board of County Commissioners~~ for consideration and final approval.

B. Completion of Infrastructure After Final Plat Approval. Upon approval of the preliminary plat and approval of the construction plans, the applicant may choose to submit a final plat ~~to the County Manager or designee for submission to the Board of County Commissioners~~ for consideration and approval along with the guarantees and sureties specified in Subsection 14.08.00~~.C~~.

C. Upon approval of the final plat, the County Manager or designee Shall record the final plat with the Clerk of the Circuit Court prior to the selling of any lot or building site by the applicant/developer. A certificate of occupancy Shall not be granted by the County until construction of all infrastructure improvements are completed and approved and/or accepted by the County unless the County has agreed through a developer's agreement to issue at an earlier date.

14.07.07 Final Plat Requirements.

A. Final Plat Submittal Requirements. Prior to final Plat approval, the final plat Shall be consistent with all of the information in the preliminary plat and construction plans and Shall include the followings information and/or documents:

1. The final plat Shall conform with all requirements set forth in Chapter 177, Florida Statutes.

2. Final plats Shall be twenty-four (24) inches by thirty-six (36) inches with proper borders clear of all writing except for the space for plat book and page number, drawn to an appropriate scale. All text size on Plats Shall be a minimum of 0.10 inches in height, including lower case lettering. The scale Shall not be smaller than one (1) inch = one hundred (100) feet. The County Manager or designee may grant exception to this rule based on necessity or for good cause shown.

3. Survey markers.

   a. Permanent Reference Monuments (PRMs), Shall be placed no more than eight hundred (800) feet apart within the Platted lands and on the exterior boundaries thereof so as to provide definite reference points. PRMs Shall be set at all points of curvature, points of reverse curvature, points of tangency, and each corner or change in direction. The monuments Shall be four (4) inches by four (4) inches reinforced concrete, twenty-four (24) inches long, and have the reference point marked thereon. All monuments Shall have their location indicated on the plat and referenced by angles and distances. The monuments Shall be marked "Permanent Reference Monuments" or "PRM."

   b. A signed and sealed letter by the platting surveyor stating that all PRMs have been set must be received prior to final approval and recordation of the Plat.

4. Restrictions pertaining to the type and use of existing or proposed improvements, waterways, stormwater systems, water and wastewater systems, open spaces, building lines, buffer strips and walls, and other restrictions of similar nature Shall require the establishment of restrictive covenants and such covenants Shall be submitted with the final plat for recordation. Additionally, in any residential plat where landscaping is proposed on individual lots, the following statement Shall be included on the plat: Individual lot purchasers Shall be required to comply with all

landscape maintenance requirements as set forth in Section 9.01, Land Development Regulations.

5. Where the site includes private streets, ownership and maintenance association documents Shall be submitted with the final plat and the dedication contained on the final plat Shall clearly indicate the roads and maintenance responsibility to the association without recourse to the city/County or any other public agency. For publicly maintained roads a statement shall be included on the plat that states as follows:

Unless a Community Development District (CDD) is formed to fund and maintain the roads, future road maintenance for publicly dedicated roads will be funded using 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, 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.

6. All man-made lakes, ponds, canals and other man-made water bodies excluding retention/detention areas shown on the final plat Shall be made a part of adjacent private lot(s) or dedicated to a homeowner's association as shown on the final plat. The ownership of these water bodies Shall not be dedicated to the public unless approved by the County.

7. When a conservation easement is required pursuant to Section 6.01.00, Land Development Regulations, the following information is required for review and approval prior to the recording of the conservation easement deed:

   a. Completed conservation easement form with conditions and legal description.

   b. Illustration of conservation easement on Final Plat.

8. A title opinion or an update of a previously submitted title opinion by an attorney at law licensed in Florida or a certification by an abstractor or a title company showing all persons or entities with an interest of record in the property including, but not limited to, the record fee owners, easement holders, mortgage and lien holders, leasehold interest holders, judgment interest holders and parties with any interest in the land by reason of probate or other legal proceedings. The report Shall include the tax identification number(s) for the property and copies of documents such as deeds, easements, etc., referenced in the title opinion. The title opinion required by this Subsection Shall be brought current to the day of approval of the final plat by the ~~Board of County Commissioners~~Designated Administrative Official.

9. An organization established for the purpose of owning and maintaining common facilities not proposed for dedication to Lake County Shall be created by covenants running with the land. Such covenants Shall be included with the final plat. Such organization Shall not be dissolved nor Shall it dispose of any common facilities or

open space by sale or otherwise without first offering to dedicate or sell the same to the County. In addition, if canals are included within the boundaries of the plat, the covenants shall include a provision that establishes an assessment upon all future lot owners to be used for canal maintenance, including, but not limited to, dredging, management of invasive vegetation, and removal of navigational hazards within the canals.

10. An easement for utilities lying adjacent to and contiguous with all platted or deeded public rights-of-way, the minimum width of which Shall be seven and a half (7.5) feet in width, may be required in each subdivision submitted for approval, and dedicated on the final plat, upon an individualized determination that the dedication is related both in nature and extent to the impact of the proposed development. This easement, if required to be dedicated, is in addition to the current County standards for width and road rights-of-way.

11. An easement for lot grading drainage, lying contiguous to the side and rear lot lines, a minimum of eight (8) feet total, may be required upon an individual determination that the dedication is related both in nature and extent to the impact of the proposed development, for the purpose of maintaining stormwater run-off, as per construction plans submitted for the proposed development. Structures Shall not be permitted within said drainage easement area. Driveways, landscaping and other lot appurtenances may be allowed providing that they do not obstruct the flow of water as per approved lot grading plan. This easement, if required to be dedicated, is in addition to all other requirements for drainage and retention ponds.

12. Establish a minimum of two (2) horizontal control points on the boundary of the subdivision plat with Florida State Plane Coordinates (Florida East Zone) values shown on the plat for each point established. The acceptable methods for establishing these control points Shall be as follows:

    a. Direct Global Positioning System (GPS) observation, in accordance with Third Order, Class II requirements as set forth in Standards and Specifications for Geodetic Control Networks, Federal Geodetic Control Committee, September 1984. A certification by the surveyor and mapper in charge of the establishment of these points will be required as part of the submittal of the final plat.

    b. Self closing (looped) traverse(s), conducted between two (2) existing control stations of the Lake County Geodetic Control Network and the plat boundary, with a minimum precision of no less than one (1) part in twelve thousand (12,000) before adjustment.

    c. Self closing (looped) traverse(s), conducted between one (1) existing horizontal control station of the Lake County Geodetic Control Network, the plat boundary, and a line which azimuth has been determined by astronomic observation or GPS, with a minimum precision of no less than one (1) part in twelve thousand (12,000) before adjustment. Astronomic or GPS observations Shall be performed in accordance with Third Order, Class II requirements set forth in Standards for Geodetic Control Networks, Federal Geodetic Control Committee, September 1984.

Horizontal control stations that are used Shall be shown on the plat by graphically identifying their location, name and number. The final adjusted direct tie (bearing and distance) Shall be shown between those horizontal control stations and specific points on the plat boundary. If only one (1) horizontal control station was located as in Subsection c. above, a bearing diagram Shall be shown on the plat relating the bearing structure shown on the plat to grid North. Subdivisions of less than five (5) lots may be granted exemption from this Subsection for good cause shown.

13. All plats must show a vicinity map referencing the project in relation to the nearest roads and road intersections. A vicinity map should state the scale or "not to scale", show the project location, and contain a north arrow. Additionally, the legal description of the platted land must contain the total acreage of the platted land and such acreage must be consistent with the title opinion.

14. All plats situated in special flood hazard areas (FIRM "A" and "AE" zones) according to current flood insurance rate maps, must have a minimum of two (2) benchmarks clearly shown on the plat and state the elevations in the current applicable FIRM datum.

15. All easements and rights-of-way that are identified in the title opinion, proposed, or existing, Shall be identified and graphically depicted, together with bearing and distance ties to the plat.

16. Computer Aided Design and Drafting (CADD) methods Shall be used in the preparation of the subdivision plat. All final plats must be submitted in electronic format using AutoCAD version 12 or later. Graphics files Shall use the same bearing structure and coordinate system as the Lake County Geodetic Control Network and the Horizontal Control Station used to satisfy Subsection 12 above. Subdivisions of less than five (5) lots may be exempt from this Subsection for good cause shown.

B. Acknowledgment of Receipt. In accordance with Section 177.071, Florida Statutes, within seven (7) business days after receipt of final plat or replat submittal, the County Manager or designee shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and shall identify any missing documents or information necessary to process the plat or replat submittal for compliance. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the submittal.

~~B~~C. Approval of Final Plat. The ~~Board of County Commissioners~~Designated Administrative Official Shall approve all final plats, if found to be in compliance with these regulations and in accordance with the timeframes set forth in the written notice of acknowledgment, unless the applicant requests an extension. Any final plat not in compliance with these regulations Shall be denied and a letter of denial Shall be sent to the applicant ~~stating the reasons for the denial~~identifying all areas of noncompliance and shall include specific citations to each requirements the submittal fails to meet.

~~C~~D. Updated Title Opinion. Prior to the Designated Administrative Official approving the final plat, the applicant shall provide a title opinion current through the date of final

approval by the Designated Administrative Official. The final plat shall not be recorded until the title opinion is provided. ~~Expiration of Approval. Within twenty-one (21) calendar days of final approval by the Board of County Commissioners of the final plat, the applicant Shall provide the County Manager or designee a title opinion current through the date of the board's final approval. The final plat Shall not be recorded until such title opinion is supplied. If the final plat is not recorded within thirty (30) calendar days from the board's approval, the final plat approval will expire and the final plat will need to be presented to the board at the next available meeting. The applicant Shall be required to supply another title opinion updated through the date of the next board approval.~~

Section 3. **Severability.** If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 4. **Inclusion in the Code.** It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. **Effective Date.** This Ordinance shall become effective as provided for by law.

Enacted this _____ day of _____, 2026.

Filed with the Secretary of State _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

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:

Section 177.071, Florida Statutes, requires plats to be administratively approved with no further action of the governing body, the purpose of this ordinance is to amend Section 14.07.00, Lake County Code, to bring the section into compliance with State Law.

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 businesses 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:	05/27/2026	Contact Name:	Jeannette McIntosh
			Affordable Housing Advisory Committee Member

Ordinance Information

Describe the Ordinance:

This ordinance will amend Lake County Code, Subdivisions, so that it complies with Florida Statutes. Changes included formatting and hierarchy corrections for procedural clarity, reassignment of responsibility from the Board of County Commissioners to the Designated Administrative Official, and additions to the procedural process.

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 of the ordinance upon any property owner/taxpayer/citizen who needs affordable housing.

Identify any potential indirect impacts, positive or negative which might occur as a result of the ordinance:

I see no protential indirect impact, positive or negative as a result of this ordinance.

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term "administrative authority"; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or

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replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4) ~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this

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part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

(5)~~(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The

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circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they will ~~shall~~ not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

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