BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

REGULAR MEETING

July 14, 2026

COUNTY COMMISSIONERS

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

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

DISCLAIMER

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

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

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

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

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

ITEMIZED AGENDA

July 14, 2026

9:00 A.M. Invocation

Pledge of Allegiance

I. AGENDA UPDATE

Discussion regarding proposed revisions to today's Agenda.

II. MINUTES APPROVAL

Tab 1 Recommend approval of the following minutes:

- May 5, 2026 (Regular Meeting)
- May 18, 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.

III. CLERK OF COURT'S CONSENT AGENDA

Tab 2 Recommend approval of the Clerk's Consent Agenda (Items 1-7):
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 Greater Lakes/Sawgrass Bay Community Development District's Annual Financial Audit Report for the Fiscal Year ended September 30, 2025.
3. Notice is hereby provided of having received the Avalon Groves Community Development District's FY 2027 Proposed Budget/Public Hearing Resolution 2026-07.
4. Notice is hereby provided of having received the Lakehaven Community Development District Proposed Budget for Fiscal Year 2027 in accordance with Section 190.008(2)(b), Florida Statutes for purposes of disclosure and information only.
5. Notice is hereby provided of having received the Parkside Trails Community Development District Proposed Budget for Fiscal Year 2027 in accordance with Section 190.008(2)(b), Florida Statutes for purposes of disclosure and information only.
6. Notice is hereby provided of having received the Wellness 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.
7. Notice is hereby provided of having received the Windsor Cay 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.

IV. CONSENT AGENDA (Tabs 3 – 14):

A. PROCLAMATIONS

Tab 3 Recommend approval of Croqueta Day Proclamation, per Commissioner Sean Parks.

B. HUMAN RESOURCES AND RISK MANAGEMENT

Tab 4 Recommend approval of a Liability Claim Settlement for an incident which occurred on February 17, 2024. The fiscal impact is $300,000.

Tab 5 Recommend approval of a one-time $75,000 cash death benefit, pursuant to Section 112.1816, Florida Statutes. The statute provides the benefit to the designated beneficiary or dependents of a firefighter who dies due to a designated occupational cancer.

The fiscal impact is $75,000.

C. DEVELOPMENT SERVICES

Building Services

Tab 6

Recommend approval:
1. Of Contract 24-441 for Community Development Software; and
2. To authorize the Office of Procurement Services to execute all supporting documentation; and
3. Of a budget transfer in the amount of $45,075 from Stormwater Machinery/Equipment to Stormwater Machinery/Equipment Permitting Software Replacement; and
4. Of a budget transfer in the amount of $45,075 from Engineering Machinery/Equipment to Engineering Machinery/Equipment Permitting Software Replacement.

The estimated fiscal impact for the first year is $1,126,858, which includes implementation and migration costs. In subsequent years, the estimated annual fiscal impact is $531,646 annual. Fiscal impacts are within available Fiscal Year Budgets and will not exceed appropriated amounts.

Office of Tourism

Tab 7

Recommend approval:
1. To provide Tourist Development Tax funding for host fees and related event expenses for Lake County to host the 2027 IWWF World Wakeboard Championships, to take place at Lake David (Groveland). The dates for this event are October 28, 2027–November 8, 2027; and
2. To authorize the Chairman to execute the agreement with IWWF.

The fiscal impact is not to exceed $150,000 (expenditure – TDT funding) and is within, and will not exceed, the Fiscal Year 2027 Budget. Commission District 1.

D. PUBLIC SAFETY

Fire Rescue

Tab 8 — Recommend approval:
1. Of the Real Estate Purchase and Sales Agreement for Property with Finlayson Family, LLC, for the Eustis EMS Ambulance Station located at 801 North Bay Street, in Eustis (a/k/a Alternate Key 1197414); and
2. Of a budget transfer in the amount of $100,000 from Rentals and Leases to Buildings; and
3. To authorize the Chairman to execute any necessary closing documents.

This fiscal impact is $1,019,114.50 plus any closing costs (expenditure). Commission District 3.

Tab 9 — Recommend approval and execution of an Interlocal Agreement for Villages Public Safety Department Special Assessment Funding. There is no fiscal impact.

E. COMMUNITY SERVICES

Library Services

Tab 10 — Recommend approval of the appropriation and expenditure of unanticipated revenue through an amendment to the Fiscal Year 2025-2026 Budget.

The fiscal impact is $6,000 (revenue/expenditure - grant funded).

F. INFRASTRUCTURE AND TRANSPORTATION SERVICES

Public Works

Tab 11 — Recommend approval to award the Britt Road Reconstruction and Culvert Replacement construction project (Contract 26-711) to Ranger Construction Industries, Inc. for $1,070,286.13.

The fiscal impact is $1,070,286.13 — $744,224.87 (revenue/expenditure - grant funded) and $326,061.26 (expenditure - ARPA), and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 4.

Tab 12 Recommend approval to enter a Lighting Services Agreement with Duke Energy One, Inc. to install and maintain street lighting along 0.6 miles of Hancock Road from the south corner of the Hartwood Landing Subdivision to Hartwood Marsh Road.

The capital fiscal impact is $443,980 (expenditure - South District Road Impact Fee Fund) and is within, and will not exceed, the Fiscal Year 2026 Budget. The annual fiscal impact for maintenance is $3,708 plus electric fees (expenditure - Wellness Way MSTU Fund) and will be included in the future Fiscal Year Budgets. Commission District 1.

Tab 13 Recommend approval:
1. Of a County Incentive Grant Program (CIGP) agreement; and
2. To adopt a supporting Resolution with the Florida Department of Transportation (FDOT) for funding the construction services for the CR 466A from East of Timbertop Lane to East of Poinsettia Avenue Project; and
3. To adopt an Unanticipated Revenue Resolution (URR) to accept and appropriate $3,112,000 for the County Incentive Grant Program (CIGP); and
4. Of a Budget Transfer within the Central Transportation Benefit District fund in the amount of $2,400,000 from Easements/ROW to Infrastructure-Construction 466A Phase IIIB; and
5. Of a Budget Transfer within the Federal/State Grant fund to move $3,611,561 from Infrastructure-Construction CR466A Phase III (860674.50041) to Infrastructure-Construction 466A Phase IIIB 860674.50073).

The estimated fiscal impact is $21,334,706 — $6,723,561 (revenue/expenditure - grant funding) and $14,611,145 (expenditure - county match). Commission District 5.

G. PARKS AND WATER RESOURCES

Parks and Trails

Tab 14 Recommend approval:
1. Of Contracts 26-405A, 26-405B and 26-405C with Apex Landscaping, Inc. (Eustis, FL), Green Isle Gardens, Inc. (Groveland, FL) and Site One Landscape Supply (serviced out of Clermont, FL) to provide trees, native grasses, plants on an as-needed basis; and
2. To authorize the Office of Procurement Services to execute the agreements and all supporting documentation.

The fiscal impact is estimated at $225,000 (expenditure). Annual expenditures will not exceed available funding in the Fiscal Year Budget.

V. PUBLIC HEARINGS

Tab 15 First Public Hearing of an Ordinance creating Section 3.03.00, Lake County Code, Land Development Regulations, to be entitled, *Certified Recovery Residences*, and amending Appendix E, Chapter II, Lake County Code, Land Development Regulations, entitled *Definitions*, and Chapter III, Section 3.01.03, entitled, *Schedule of Permitted and Conditional Uses*. Required per Senate Bill 954 (2025).

There is no fiscal impact.

Tab 16 Recommend adoption and execution of an Ordinance amending Chapter XVII, Lake County Code, Appendix E, Land Development Regulations ("LDR"), entitled *Rural Conservation Subdivision Design Standards.*

There is no fiscal impact.

Tab 17 Recommend adoption and execution of 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.

VI. PRESENTATIONS

Tab 18 Presentation by Jaime Stewart, Office of Management and Budget Director, providing an estimate of fiscal impacts resulting from recent legislative action.

VII. ANNEXATION REPORT

VIII. PUBLIC HEARINGS: REZONINGS (SEE SEPARATE AGENDA)

Tab 19 Public Hearings on Rezonings, Conditional Use Permits, Comprehensive Plan Amendments and Variances.

IX. REGULAR AGENDA

A. COMMISSIONERS

Commissioner Campione - Chairman and District #4

Tab 20 Discussion and direction on negotiating the purchase of the Hamrick Transfer of Development Rights. There is no fiscal impact.

Tab 21 Discussion and direction on the Chisholm Trail RV Park and Campground. The fiscal impact cannot be determined at this time.

B. DEVELOPMENT SERVICES

Planning and Zoning

Tab 22 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 landscape buffer width and material requirements for properties developing along public roadways.

There is no fiscal impact.

C. INFRASTRUCTURE AND TRANSPORTATION SERVICES

Public Works

Tab 23 Discussion and direction on the request that operation and maintenance responsibilities for the Lake Nellie Crossing subdivision DWTS program be transferred from the HOA/Developer to Lake County.

The fiscal impact cannot be determined at this time. Commission District 1.

X. REPORTS

A. County Attorney

B. County Manager

XI. 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: 06/22/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Minutes

MEETING DATE: 7/14/2026
ITEM TYPE: Consent Item
ITEM ID: 43040

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the following minutes:

- May 5, 2026 (Regular Meeting)
- May 18, 2026 (Special Meeting)

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	2026-05-05_Regular_Meeting Draft
2.	2026-05-18_Special_Meeting Draft

STAFF APPROVALS AND DATES:

Marisol Saldana Created/Initiated - 06/22/2026
Marisol Saldana Final Approval - 06/22/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS

MAY 5, 2026

The Lake County Board of County Commissioners met in regular session on Tuesday, May 5, 2026 at 10:00 a.m., in the County Commission Chambers, Lake County Administration Building, Tavares, Florida. Commissioners present at the meeting were: Leslie Campione, Chairman; Sean Parks, Vice Chairman; Anthony Sabatini; Kirby Smith; and Timothy Morris. Others present were: Jennifer Barker, County Manager; Melanie Marsh, County Attorney; Misty Spahn, Executive Office Manager, County Manager's Office; Kristy Mullane, Chief Financial Officer; and Josh Pearson, Deputy Clerk.

INVOCATION AND PLEDGE

Commr. Campione welcomed everyone to the meeting.

Pastor Chase Allen, with First Baptist Church of Umatilla, gave the Invocation and led the Pledge of Allegiance.

AGENDA UPDATE

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

MINUTES APPROVAL

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved the minutes for the BCC meetings of March 10, 2026 (Regular Meeting), March 24, 2026 (Regular Meeting) and March 25, 2026 (Special Meeting).

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. Gary Sandberg, a resident of Lake County, opined that a rezoning case that he was present for occurred due to errors made by Lake County years prior, and said that he had incurred almost $4,000 in fees from Lake County to repair this error; therefore, he opined that it would be just if the County could determine a way to reimburse him.

Commr. Campione said that the Board would typically ask the County Manager to review the facts.

Ms. Barker confirmed that staff would look into it.

CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S CONSENT AGENDA

On a motion by Commr. Morris, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved the Clerk of the Circuit Court and Comptroller's Consent Agenda, Items 1 and 2, 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.

Deer Island CDD FY 2027 Proposed Budget

Notice is hereby provided of having received the Deer Island 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.

COUNTY MANAGER'S CONSENT AGENDA

Commr. Campione relayed that there were speaker cards for Tabs 4 and 5.

On a motion by Commr. Parks, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board approved the Consent Agenda, Tabs 6 through 9, pulling Tabs 4 and 5 to the regular agenda, as follows:

INFRASTRUCTURE AND TRANSPORTATION SERVICES

Facilities Management

Recommend approval:

1. To apply for a Florida Division of Historical Resources Grant to replace the windows at the Historical Courthouse; and

2. Of Resolution 2026-47 in support of the window replacement project and to pledge matching County funds and authorize the County Manager to sign the application and, if awarded and accepted by the Board, award related grant documents.

The estimated fiscal impact is $1,100,000 – $550,000 (revenue/expenditure – grant funded) and $550,000 (expenditure – county match) if awarded.

Public Works

Recommend approval:

1. To adopt Resolution 2026-48 declaring the collapse of Lake Erie Road as a qualifying event under Section 255.20(1)(c)1, Florida Statutes, which exempts the repair and reconstruction of the road from the competitive bidding process otherwise required pursuant to that statute;

2. To increase the emergency expenditure limits of Contracts 25-743A-C for on-call emergency infrastructure repair services from $3,000,000 to not exceed $3,500,000; and

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

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

Recommend approval:

1. To adopt Resolution 2026-49 declaring the collapse of Abbey Hill Court as a qualifying event under Section 255.20(1)(c)1, Florida Statutes, which exempts the repair and reconstruction of the road from the competitive bidding process otherwise required pursuant to that statute;

2. To increase the emergency expenditure limits of Contracts 25-743A-C for on-call emergency infrastructure repair services from $3,500,000 to not exceed $4,500,000; and

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

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

PARKS AND WATER RESOURCES

Parks and Trails

Recommend approval:

1. Of Contract 26-406 with Earthscapes Unlimited, Inc. (Coleman, FL) to provide athletic field painting and marking services; and

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

The estimated fiscal impact is $115,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Annual expenditures shall at no time exceed the available Fiscal Year Budgeted funds.

TAB 4: PARTIAL RELEASE OF DEED OF CONSERVATION EASEMENT

The Chairman opened the floor for public comment.

Ms. Cindy Newton, a resident of Commission District 4, said that this was an eminent domain issue for a conservation easement, part of which had already been released for this project. She did not think that any conservation easement should be released without public input, and relayed her understanding that this conservation easement was granted solely to offset or prevent adverse impacts to natural resources, fish, wildlife, and wetland functions, to be held in its natural condition.

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

Commr. Campione opined that conservation easements usually stayed and that this item was unique.

Ms. Melanie Marsh, County Attorney, explained that this pertained to the Central Florida Expressway Authority (CFX) and their Lake-Orange Connector, and she pointed out a yellow area on a map which was the additional area that CFX requested that the County release from the conservation easement; furthermore, the red area had already been released, and the green area was the remaining conservation easement. She said that this was part of an eminent domain action, and that if the Board chose not to release it, then they would go through the court process and ultimately the court would release it. She stated that the County typically worked with its governmental partners, especially on a road that would benefit the public. She relayed her understanding that CFX needed the additional area because they switched the location of the trail.

Commr. Parks confirmed this, and relayed that a road alignment could sometimes cross over an existing easement, noting that this could be challenged with eminent domain, or it could be done through the current process which would be much cheaper for the taxpayers than going through eminent domain. He added that there would be about 45 acres of land permanently dedicated for the Florida Wildlife Corridor as part of this project. He opined that everyone should consider what was the larger gain and the ecological lift, and that there would be a greater lift to the wildlife corridor through dedication of that additional property, noting that a trail would also be part of this.

Commr. Campione clarified that a court case to remove a conservation easement was not something that the County would regularly do, and that their general position had been to not release these. She commented that the trade off was that they would have the trail, as well as avoiding going to court over this and losing.

On a motion by Commr. Parks, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board approved a Partial Release of Deed of Conservation Easement Standard with Third-Party Beneficiary Rights related to an eminent domain case with Central Florida

Expressway Authority (CFX), Case No. 2023-CA-2713, and for the Chairman to execute the partial release.

TAB 5: TERMINATION AND RELEASE OF CONSERVATION EASEMENT

Ms. Marsh explained that this item was a request from Mr. Steve Smith, with New Beginnings of Central Florida, and that they were in the process of purchasing this property. She elaborated that New Beginnings had located in their title search a 1984 conservation easement which stated that it was an easement for use in agriculture and passive recreation. She did not believe, by looking at the survey, that the easement was where it was supposed to be, and she displayed the easement line. She commented that the parcel which New Beginnings was going to purchase was already fairly built out, and that there were some metal buildings and a covered concrete area within that easement, though nothing had been constructed in the wetlands. She relayed that the adjacent property, which was somewhat encumbered by this easement, was also fairly built out, and that both of these properties were within the city limits of Groveland. She related that New Beginnings was requesting to release this easement to clear title and so they could complete their purchase and utilize this property. She relayed her understanding that they were going to use it as a thrift store to support their transitional housing operations.

The Chairman opened the floor for public comment.

Ms. Newton opined that no conservation easement should go without public input. She asked why it was allowed to be built on from 1987 to 2003, and why the solution was to eliminate the entire easement when part of it had been built on. She opined that there should be more procedures in place to bring these items to attention before something was put on them.

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

On a motion by Commr. Sabatini, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board approved a Termination and Release of Conservation Easement recorded in OR Book 820, Page 360, for property that is now in the City of Groveland.

FISCAL YEAR 2027 FIRE ASSESSMENT STUDY PRESENTATION

Ms. Jaime Stewart, Director for the Office of Management and Budget, said that for 20 years, the fire assessment study had been performed annually by a consultant and examined the utilization of the fire services and annual assessment rates; additionally, Benesch had provided analysis of the fire assessment rate and was present to review their findings.

Ms. Nilgun Kamp, with Benesch, explained that the technical study documented the assessable budget, reviewed the distribution of incidents by land use, and documented the property units by land use. She stated that these update calculations included 10 years of incident data and looked at the frequency and resource utilization. She added that it incorporated updated property units, and that it started with the requested fiscal year (FY) 2027 budget and subtracted any expenses related to advanced life support (ALS) services and dedicated revenues, as well as adding to any expenses related to having an assessment program, to come up with the assessable portion. She remarked that the County's current rates were based on a study completed in FY 2024 which was based on the FY 2025 budget, and that since then, both the requested and assessable budgets

increased about 28 percent; therefore, if nothing changed, all rates would increase by about 28 percent. She displayed the distribution of resources by land use and pointed out some minor fluctuations with the largest being a decrease in hotel/motel by about 10 percent, noting that the rest changed from around zero to five percent. She commented that they used the distribution of resources to distribute the assessable budget to each land use, and she mentioned that anytime it was around 28 percent was due to a budget increase, and when it was different, it was a combination of budget and change in resource utilization. She said that for property units, there were increases in residential, a decrease in vacant land, and nonresidential units seemed to be roughly stable. She commented that the rates were calculated by taking the allocated budget to each land use and dividing it by the number of property units, noting that residential resulted in a rate of $498, which was an increase from the current rate of $415. She added that hotel/motel/recreational vehicle (RV) parks would go from $124 to $140, and that vacant land would increase from $143 to $168. She recalled that the 2025 study incorporated tiering, and that they updated those calculations as well, noting that this basically allocated 70 percent of the residential budget equally among all land uses, and then 30 percent of the budget was distributed based on the size of units with smaller units paying less than larger units. She stated that this calculation resulted in a range of about $400 for homes less than 800 square feet, to $636 for homes which were 2,500 square feet or larger. She mentioned that in the previous year the Board had adopted a lower rate for the small home sizes, and that the remainder of the tiers had been charged the same rate of $415; therefore, these revised calculations indicated an increase of roughly 10 percent to 53 percent. She related that they used the same type of methodology to update the nonresidential rate calculations, and that those results for commercial rates was almost $0.70 per square foot and around $0.53 per square foot for industrial/warehouse; additionally, it was approximately $1.12 per square foot for institutional. She commented that nonresidential rates were based on multiple tiers, and she showed an example based on a 15,000 square foot building, noting that commercial and institutional would increase by about 30 percent and that the increase in industrial was larger because it had been bought down by the County. She showed a chart with a comparison of select land uses, and said that a 2,000 square foot residential home would potentially increase from $415 to $517, noting that increases mostly ranged from 13 percent to around 30 percent, with the exception of industrial/warehouse due to the decision to buy it down in the past.

Ms. Stewart relayed that on June 23, 2026, there would be the resolution containing the assessment seen on the truth in millage (TRIM) notices, and that on September 8, 2026, there would be a public hearing to adopt the assessment rates. She commented that the recommended rate remained the same as in the previously adopted fiscal year in all categories, and she requested to accept the study as presented.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved the FY 2027 Fire Assessment Study.

PUBLIC HEARINGS: REZONING

REZONING CONSENT AGENDA

The Chairman opened the public hearing.

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

Commr. Campione said that she had visited the blueberry farm for Tab 3, opining that the property was great and had a beautiful wedding venue. She opined that there was nice synergy between the farm and the venue, and that it was an asset to the community because it was remaining in agriculture.

On a motion by Commr. Parks, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved the Rezoning Consent Agenda, Tabs 1 through 3, as follows:

Tab 1. Ordinance No. 2026-18
Rezoning Case # PZ2025-110
Sandberg Property (FLUM)
Amend the Future Land Use Map (FLUM) to change the Future Land Use Category (FLUC) on approximately 1 +/- acres from Urban High and Regional Commercial to Urban High, a small-scale Future Land Use amendment.

Tab 2. Ordinance No. 2026-19
Rezoning Case # PZ2025-110
Sandberg Property (RZ)
Rezone approximately 1 +/- acres from Neighborhood Commercial (C-1) and Rural Residential (R-1) to Rural Residential (R-1).

Tab 3. Ordinance No. 2026-20
Rezoning Case # PZ2025-394
Blueberry Farms (CUP)
Conditional use permit (CUP) approval on approximately 16.08 +/- acres to allow an enclosed Wedding Venue in the farm's existing packing house within the Agriculture (A) District.

REZONING REGULAR AGENDA

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

Tab 5.
Rezoning Case # PZ2023-262
Iglesia Cristiana Pentecostal (RZ)
Rezone approximately 2.63 +/- gross acres from Agriculture District (A) to Community Facility District (CFD) to accommodate development of a place of worship.

CEDAR CREEK RURAL CONSERVATION SUBDIVISION

Mr. Mike Fitzgerald, Director for the Office of Planning and Zoning, presented Tab 4. Rezoning Case # PZ2025-130, Cedar Creek Rural Conservation Subdivision. He recalled that this item came before the Board at the April 7, 2026 meeting, and had been continued to the current day for additional information to be provided by the applicant. He explained that the applicant was requesting an optional bonus density on 119.4 acres located north of Number 2 Road and west of Mission Resort + Club. He said that the existing zoning was Agriculture and that the future

land use (FLU) was Rural Transition, and that the applicant was proposing 10 acres of additional open space over what the LDR would allow, which entitled them to the consideration for 20 additional units; however, they were only requesting 11 additional units, noting that they had 86 units by right. He stated that the applicant had entered into an agreement with the Town of Howey-in-the-Hills for water and sewer service, along with voluntary annexation.

Commr. Campione asked the Board to disclose any ex parte communication. She relayed that she had spoken to members of the community, particularly Mr. John Blodgett, a neighbor of the subject property, as well as members of the development team.

Commr. Parks disclosed that he had spoken to members of the community, Mr. Blodgett, the applicant, and Mr. Sean O'Keefe, Howey-in-the-Hills Town Manager.

Commr. Smith said that he had spoken to the applicant and some residents, and that he had received an email from the Town of Howey-in-the-Hills.

Commr. Sabatini and Commr. Morris indicated that they did not have ex parte communication.

Mr. Alex Stringfellow, representing the applicant, recalled that the requested information included the following: details on the conservation land management plan; feasibility of a roundabout at their entry location on Number 2 Road; and a concern about density and annexation with the future potential for adjacency to the Town of Howey-in-the-Hills. He indicated that a conservation land management plan was in the Board's packet, and he reviewed an image which highlighted the different types of ecosystems that they were looking to preserve. He then remarked that the Public Works Department came up with two alternatives including 120 foot and 100 foot inscribed circle diameter (ICD) roundabouts, and he showed an image of the 100 foot scenario, noting that they were willing to commit to provide this roundabout. He stated that there was a preexisting utility agreement with the Town of Howey-in-the-Hills, noting that they were required to annex to connect to services and that removing themselves from this would require Town action; therefore, it fell outside the applicant's power to control this. He commented that they could record in perpetuity all open space and green areas via deed restriction so that if anything would necessitate annexation, the open space would be protected by a legal instrument that the Board of County Commissioners (BCC) would have to enact any changes to in the future, noting that it would be in favor of the County. He recalled concerns from Mr. Blodgett regarding how close the homes were to Number 2 Road, and said that currently their first lot sat about 296 feet from the right of way edge of the new proposed roundabout; additionally, they were willing to shift the front lots to the back of the site and increase the buffer to 500 feet minimum, noting that this would be five times the required amount, as well as hold it in perpetuity in a conservation easement and follow the land management plan.

The Chairman opened the public hearing.

Mr. Blodgett expressed concerns for Number 2 Road, opining that it was a substandard road and did not have the width for life safety. He questioned if the Town of Howey-in-the-Hills could comment about possibly not annexing until the road was addressed, and he indicated

concerns for annexing properties on a substandard road. He also said that he would like this to remain more rural looking.

Commr. Campione recalled that she had visited the area and said that she had a clearer perspective on the road width, and she expressed concerns that widening the road could possibly increase traffic and speeding with more opportunities for the rural nature of this area to change. She indicated concerns that widening the road potentially would not help with saving the area in a way that she opined that it should be saved.

Ms. Brittany Lerch, a resident on Bloomfield Avenue, opined that residents' number one priority was safety, and that they would also like to save the rural character of the area. She did not see how they could provide bonus density when the road was not up to code for fire and emergency vehicles, and she asked that if it was just developed as Rural Transition, would they be annexed by lot or was the whole property able to be annexed immediately. She expressed concerns for the 40 acres past the development which were for sale, and for houses being put on that property. She also indicated concerns for further developments, for Number 2 Road being treated as a collector road when it could not handle that type of traffic, for the safety of the road, and for adding around 100 more families.

Ms. Newton relayed that there were three ponds on the map, and she asked about what would happen to them with the changes that Mr. Stringfellow was making. She then indicated that one of the largest issues regarding density from people she had talked to was areas with one unit per five acres going down with a tiered system of three dwelling units per acre with more open space, or one unit per acre with 50 percent open space. She opined that this was a 400 percent increase in density to get 50 percent open space, that they were currently looking at providing slightly more open space and going up to a 520 percent in density, and that this needed to be reviewed.

Mr. O'Keefe remarked that the Cedar Creek proposal, as currently structured, was part of a coordinated framework between the developer and the Town of Howey-in-the-Hills, and that there was already a fully executed agreement providing for voluntary annexation, Town utility service and full developer funding of all infrastructure with those systems conveyed to the Town at no cost. He said that this meant the Town would have service responsibility, governance and long-term maintenance defined from the outset with no financial obligation on the part of the County. He commented that currently being discussed was whether this framework should be set aside for an exchange of roughly 11 units, and that this was the wrong tradeoff from the Town's perspective. He questioned if they wanted to keep a coordinated infrastructure-backed agreement, or replace it with a less certain outcome with a marginal increase in density. He opined that if the agreement was abandoned, there would be a loss of alignment between those who were serving and governing this project, and that they risked creating a fragmented development with less clarity and long-term service responsibility when they already had a low risk coordinated and negotiated agreement. He stated that he had spoken with the County Manager regarding the need for a maintenance map along Number 2 Road, and opined that they needed to clearly establish the question of right of way and maintenance responsibility to properly locate utilities; however, this

was a solvable issue. He also mentioned that Mr. Blodgett, the adjacent property owner to the east of the proposed development, had recently submitted a proposal to the County for a small scale commercial resort, opining that this was a great project and would fit nicely with the area; furthermore, the Town would also be open to annexation of that project and serving it with necessary utilities under the same framework as Cedar Creek. He opined that Cedar Creek met the Town's standard of coordinated growth and respect to the rural protection area (RPA) with infrastructure and governance aligned.

Commr. Campione asked that if they were not doing a rural conservation design subdivision or asking for bonuses, could the Town still provide them water.

Mr. O'Keefe pointed out that they were within the interlocal service boundary agreement (ISBA) and could be served by the Town.

Commr. Campione relayed her understanding that the Town did not have to require annexation.

Mr. O'Keefe confirmed this, and he opined that anywhere with density, the question of mutual aid arose. He opined that if they were adding significant blocks of density and the obligation fell on the Town to help protect those areas with police provisioning, and if they were not receiving the ad valorem taxes which funded this, then this created obligations on them; therefore, where there was an increase in density, it made sense to bring it into the town, opining that this was similar with utility service.

Commr. Campione opined that many Cities did one-offs, and she asked if the Legislature changed it so that they did not receive a premium or surplus.

Mr. O'Keefe relayed his understanding that 25 percent had been left.

Commr. Campione opined that it facilitated these situations where people received the benefit of a water connection and some extra funding was received, but they did not have to urbanize or change the character of an area. She said that she was trying to come up with a solution, opining that the community did not want to be urbanized and that this was an area which should not be urbanized. She also recalled that the Town had indicated a willingness to honor the RPA, and she requested a map to review the RPA in relation to this project.

Mr. O'Keefe said that the RPA began to the west of the westernmost border of this project, and that this project was outside the RPA.

Commr. Campione relayed that a concern she kept hearing was that this could open up property to the west to be annexed by the Town, and she asked why these types of items could not be included in an agreement that would also address how this property was served.

Mr. O'Keefe opined that they could, and relayed that staff had been discussing modifying the ISBA and whether the joint planning agreement (JPA) would fit into this. He stated that the Town would not be looking at these noncontiguous developments, except that they had already received County approval; furthermore, the Town opined that if they were in the ISBA and the Town could serve them, then the Town should serve them.

Commr. Campione reiterated that this project was on a road that everyone was trying to protect, and opined that Number 2 Road benefited the town because it made it more desirable;

therefore, she opined that staying out of that area was a win. She questioned why the Town would not be agreeable to providing water but not annexing the project. She opined that for the number of lots and the police service which could potentially be needed, this was more like a mutual aid item.

Mr. O'Keefe reviewed the properties between the town limits and this project, opining that the Beuchers would develop their property on Number 2 Road at some point; additionally, the Town had seen other proposals from people living on the road between Cedar Creek and the town limits.

Commr. Campione asked why providing water could not be included in ISBA negotiations or an agreement that the Town would be willing to serve this project without annexation. She opined that even if the Beucher property was annexed, that was the kind of annexation which would require much Town services; however, she opined that the subject project was not. She opined that they had the potential to address a road situation with the roundabout, and that it would slow truck traffic and truck traffic would not want to go there. She opined that it would have traffic calming effects, and that there was a dangerous curve there. She relayed her understanding that the issue was with annexation.

Commr. Parks expressed support for JPAs and working in good faith for both of their interests, and he reiterated the concern that if the project was annexed, then it would possibly become urbanized. He recalled a proposal that the open space would be put in an easement so that they would essentially be locked into the number of 97 units, and he inquired about what Mr. O'Keefe thought of this. He also asked about the original plan which came to the Town.

Mr. O'Keefe indicated his understanding that it was around 170 units, and that it was reduced quickly. He added that he did not see the Town wanting to push development of land which had been set aside for protection, and that the conservation easement made sense to him.

Commr. Parks proposed certificates of occupancy (COs) possibly not being issued until that segment of the road was improved from the roundabout over.

Mr. O'Keefe relayed his understanding that determining the right of way required the County to do the maintenance map, and said that he was hesitant to agree to a scenario where the Town had no control to move the needle, noting that it was not in the Town's domain to push for the maintenance map to be done or to discover right of way on their own. He clarified that he was not against the idea of locking in entitlements or an inability to annex into the RPA. He mentioned that Town and County staff had already been working together to discuss updating the ISBA or bringing in a JPA with the idea of looking at potential annexation paths along the County Road (CR) 48 corridor north into Yalaha if the Town would ever serve that area with utilities by request, noting that he saw some developments having failing water systems. He mentioned excluding the RPA from annexation by the Town.

Commr. Campione questioned why they could not do an addendum to the existing ISBA to address this situation.

Mr. O'Keefe opined that they were on this path with staff to identify particular parcels to include and exclude, and that the RPA had consistently been an exclusion zone for anything by

the Town. He reiterated that Cedar Creek would be the westernmost limit of anything the Town did.

Commr. Campione asked about the maintenance map, relaying that she had seen signs there where people did not want maintenance because they did not want to have their property taken; therefore, they mowed and took care of it. She said that she was against maintenance maps being used as a way to take property that should have to be paid for. She stated that she did not understand the need for the road to be so improved and widened from this point back to the town from the standpoint of if they were going to keep everything rural from that point.

Mr. O'Keefe opined that they would at least need the maintenance map to allow for the laying of the water line on the side of the road, regardless of what was done to the road itself.

Commr. Campione asked if this might be the ability to get an easement to place the water line.

Mr. O'Keefe confirmed this, and remarked that the County had been maintaining the road from decades prior.

Commr. Parks questioned if they would be encouraging development if they improved the road, though opined that they had to do something to make it slightly safer because there were trucks, regardless of how many people were living there.

Commr. Campione opined that the roundabout could help significantly because it would slow traffic down and some people may not go that way.

Mr. O'Keefe opined that there were practical things that could make CR 48 more appealing when going that same route.

Commr. Smith said that the subject property was in a transitional zone where they could do one unit per five acres, or three acres or one acre depending on the open space, and that the developer was requesting a bonus of 11 lots to go above this. He asked if the Town would be requiring the bonus to install infrastructure, or if they would annex and agree to the one unit per acre land designation.

Mr. O'Keefe replied that the Town had no particular choice of one number versus the other, and that the developer would have to determine if it would be worth it to fund a mile of pipe divided among a number of homes.

Commr. Smith relayed his understanding that the Town was not requiring the extra 11 lots to annex, and Mr. O'Keefe confirmed this.

Commr. Campione indicated her understanding that if the Town provided water, they would include in the agreement for this that they would have the right to annex, regardless of the lot number.

Mr. O'Keefe stated that it had been the understanding of the Town that annexation and utility provision was a path that made sense.

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

Commr. Smith stated that the land was purchased under the current zoning, and opined that the applicant should follow the rules for Rural Transition.

Commr. Campione opined that this did not solve the issue.

Commr. Smith opined that the issue was that the applicant was trying to go above Rural Transition, and that the bonus was that one was able to live in Lake County.

Commr. Campione opined that the roundabout would help the community significantly.

Commr. Smith recalled that the Board had denied items in other areas which had included sidewalks. He said that the County was asking Cities to preserve rural land, and he expressed support for the County sticking to their zoning requirements.

Commr. Sabatini made a motion to deny this item.

Commr. Smith seconded the motion.

Commr. Parks asked about the straight zoning scenario, and he pointed out that the Board had passed the rural conservation subdivision criteria, opining that the density bonus was included for a good reason. He hoped that the County would change all of its codes in the next month, and said that this could come up. He relayed that the density bonus had been put in place as an incentive to problem solve for, and that if they did a straight zoning scenario, they would likely not get the roundabout or the extra 13 percent open space that had some connectivity or management plans, noting that no management plan would be required. He also expressed concerns for how they were continuously set up in City versus County scenarios.

Mr. Fitzgerald explained that for a rural conservation subdivision, the applicant would be allowed 86 units by right, approved at a staff level, noting that they were permitted additional bonus density based on additional open space. He recalled that the applicant could request up to 20 units based the 10 acres they were providing, though they were only requesting 11. He commented that outside of a rural conservation subdivision, the existing zoning was Agriculture, which had a road frontage of 150 feet; therefore, it would up to the revised concept plan for the applicant to determine how many lots they could fit with the road frontage and up to one unit per five acres, three acres or one acre depending on the open space. He relayed his understanding that it would reduce the number of lots if they went with a straight Agriculture use at 150 foot minimum road frontage.

Commr. Parks inquired about the management of open space requirements through straight zoning.

Commr. Campione clarified that it was still a rural conservation subdivision design, just not with the bonus.

Mr. Fitzgerald reiterated that they could do a base density of one unit per five acres, one unit per three acres with 35 percent open space, or one unit per acre with 50 percent open space.

Commr. Parks asked about the number of units if they netted what they could not use as open space.

Mr. Stringfellow responded that they had roughly 85 upland acres, and that they could have a comparable density, noting that they would make the lots slightly shallower; furthermore, if they were not requesting the rural conservation subdivision, the management plan would not be required. He added that there were likely 25 additional requirements in the code currently to meet the criteria of the rural conservation subdivision standard.

Commr. Campione summarized that there were added protections in exchange for having it be a rural conservation subdivision design versus underlying zoning.

Mr. Fitzgerald relayed his understanding that for Commissioner Parks' question, the lot widths were proposed at a combination of 65 and 75 feet, and that even if they were 75 feet wide and had to be 150 feet, they would reduce the number of lots in half into around the 40 lot range.

Commr. Campione said that they could spread this out over the whole property.

Mr. Stringfellow added that they would take the additional 10 acres provided for the bonus and apply them back into the lots; therefore, it would not be a direct half cut, though it would be less.

Commr. Smith asked if there was any rule in the rural conservation subdivision plan that the applicant had to take the bonus density, and Mr. Fitzgerald denied this.

Mr. Stringfellow relayed that the bonus allowed them to finance the additional roundabout improvement that was not a rural conservation subdivision requirement. He opined that this was a valuable safety need, and that they could provide infrastructure for a rational transition to what was west of them.

Commr. Smith relayed his understanding that the applicant would have about 40 or 50 homes if they went straight zoning, and that if they went with the rural conservation subdivision design, they could utilize one unit per acre. He opined that this was the bonus, and that the applicant could either do the rural conservation subdivision design, minus the 11 lots, to get one unit per acre, or that they could have half of this.

Commr. Morris asked about the roundabout.

Commr. Smith opined that some people there wanted a roundabout and some did not, and that road improvements could add more traffic.

Commr. Parks clarified that he was trying to change the conversation as a whole, opining that it was easy to say that everything should be one unit per five acres or one acre. He elaborated that there was more if they were concerned about wildlife, ecological services and the way the County was going to look 30 years in the future, opining that there was connectivity which mattered. He opined that one unit per one or five acres on 40 acres with no management was much different than open space managed in perpetuity.

Commr. Smith agreed, and opined that this was why the applicant would have to use a rural conservation subdivision design to get all of the lots at one unit per acre.

Commr. Campione asked that if this motion passed and the 11 extra units were denied, would Commissioner Smith support a straight rural conservation subdivision design.

Commr. Smith confirmed this if it was one unit per acre. He clarified that his issue was that the request was above the one unit per acre zoning.

Commr. Campione inquired if Mr. O'Keefe would, in good faith, commit that the Town of Howey-in-the-Hills would agree not to annex further beyond the rural protection line on the left side of this property, as well as include this in an agreement.

Mr. O'Keefe confirmed this.

Commr. Campione relayed that the roundabout would come down to whether it could be funded or not, and that this would be a decision on the developer. She opined that it would be a great asset for safety and symbolize where rural protection started, and she implored the developer to still consider doing this. She opined that the County had a couple things accomplished if they could get past this motion and look at a straight rural conservation subdivision so that they could have a management plan on the property that was not contained within lots.

Mr. Fitzgerald relayed his understanding that the applicant had the right to move forward with a rural conservation subdivision, based on the County's regulations, with staff approval.

Ms. Marsh said that this was correct; however, if the Board denied this item, it would have to be done without the additional units.

Commr. Parks indicated his understanding that the roundabout would be excluded.

Commr. Smith opined that the applicant would possibly want to have the roundabout to make their property look better to sell it at a higher price.

Commr. Campione said that she was strictly looking at Number 2 Road and the time that the County spent trying to come up with a solution for the road and residents there, and that this was where she was coming from, rather than helping the applicant market their property better. She also implored Commissioner Smith to put his focus on safety.

Commr. Smith relayed that he had attended many meetings on Number 2 Road, and that he understood the issues and the other ideas.

Commr. Parks inquired if the roundabout and additional open space were off the table without the density bonuses.

Mr. Stringfellow opined that it was not easy or inexpensive to put a roundabout on Number 2 Road, and that it would be at least in excess of $500,000 to their team, along with the time required to determine the complications of that design. He said that when taking away 10 or 11 units, which was roughly $500,000, the math was not particularly good; however, they could review this, and there may be an opportunity to determine something with impact fee credits, noting that this could potentially be an agreement brought back to the Board at a later date.

Commr. Parks asked if Mr. Stringfellow wanted to wait until he could tell the Board definitively.

Mr. Stringfellow relayed that the applicant's worst case scenario was the base density, which would not come back before the Board, noting that they would have to determine design solutions in an administrative fashion. He added that in the best case scenario, they would agree to deed restrict and put a conservation easement on 61 percent of their land, as well as agree to improve Number 2 Road with a roundabout.

Commr. Campione recalled that Mr. Stringfellow had said that they would have an easement in place so that if this was eventually annexed into the Town of Howey-in-the-Hills, no more lots could be added. She opined that one of the Board's concerns was that eventually, the Town could annex it and all of the open space could be turned into lots.

Commr. Smith asked if this was an opportunity to do a public/private partnership and share costs for the roundabout.

Ms. Marsh responded that this would be the agreement regarding impact fees.

Mr. Stringfellow indicated that the applicant could go with the base density of the rural conservation subdivision, and then work with staff and return with an impact fee agreement for the Board to review.

Commr. Smith proposed that they work with staff to come up with a cost sharing opportunity to have a roundabout on Number 2 Road.

Commr. Campione relayed her understanding that the County could possibly include the easement in the negotiations with the Town regarding the ISBA so that this project would not be increased in density in the future, at such time as the Town annexed it. She clarified that when the Board voted in favor of the motion, they were not voting against the applicant doing these good things, and that the Board was signaling to the Town that they hoped that this property would be included in the ISBA as a property which would not be increased in density.

On a motion by Commr. Sabatini, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board denied Tab 4, Rezoning Case #RZ-17-21-4, Cedar Creek Rural Conservation Subdivision.

IGLESIA CRISTIANA PENTECOSTAL (RZ)

Mr. Fitzgerald presented Tab 5, Rezoning Case # PZ2023-262, Iglesia Cristiana Pentecostal (RZ). He explained that the requested action was to rezone approximately 2.63 gross acres from Agriculture to Community Facility District (CFD) to accommodate development of a place of worship. He said that the Planning and Zoning Board had voted unanimously to recommend approval, and that the location was 13131 CR 561A. He commented that the concept plan depicted a 7,337 square foot single story house of worship, and that utilizing an estimated chair count of 150, the concept plan also depicted 75 parking spaces and three handicap accessible parking spaces. He commented that the maximum impervious surface ratio (ISR) for a project like this would be 35 percent, and that currently the site plan showed 48 percent; therefore, staff would work with the applicant on alternatives to ensure that the cap of 35 percent ISR was met. He said that the application had been provided to the City of Minneola to review, and that the City had no objections. He stated that the adjacent properties included vacant land, residential and agricultural uses, and that for water and sewer, the City had provided documentation indicating that potable and sewer were not available to the subject property, noting that the septic tank system and well shall be consistent with the Florida Department of Health (FDOH). He remarked that Lake County Fire Station 85 was located less than five miles from the subject property, and that transportation review of this proposal was considered to be de minimis.

Mr. Abdul Alkadry, a civil engineer representing the applicant, said that the applicant did some revisions to the site plan which had not been submitted to staff yet. He specified that it was revised to adjust the impervious surface, and that they were using some grass parking instead of asphalt pavement, noting that the buffers had also been indicated.

Commr. Parks asked if this site plan would be reflective of trying to meet the ISR.

Mr. Fitzgerald commented that if this item was approved, staff would work with the applicant for alternatives on the ISR, such as stabilized grass parking.

Commr. Parks inquired if there was a waiver for setbacks.

Mr. Fitzgerald said that there would be a 10 foot wide landscape buffer required on the northern, eastern and western perimeter, and that this would be the setback for the property.

Commr. Parks asked if there was a landscape plan.

Mr. Fitzgerald stated that they did not currently have one, and that this would be addressed at the time of site plan.

The Chairman opened the public hearing.

Mr. Doug Ramsay, a neighbor of the subject property, said that his property was a certified Florida tree farm, and that the subject property owner had stated that the trees to the east of their property provided a buffer in that direction; however, his tree farm had been in existence for decades and came up in the next five years to be harvested, noting that this would expose his domicile and several neighboring properties with direct line of sight and sound to where the proposed building was supposed to be. He also indicated that there were gopher tortoises on neighboring properties, and opined that there were gopher tortoises on the subject property as well. He expressed concerns for light pollution from the building and the parking lot being excessive for a rural neighborhood, and commented that there was a 10 foot buffer between their property lines, opining that it was similar to sitting a multiple story building in their backyard. He opined that there were issues with water and sewage, and he was unsure why the City of Minneola commented on this since it was not part of the city. He opined that there were issues with safety on CR 561A, and he indicated concerns for the traffic and noise that this request would produce in a rural neighborhood.

Pastor Ernest Portalatin, representing the applicant, asked the Board to approve this item, noting that they were doing a buffer and could also put tree lines on that area to help reduce noise or lighting.

Mr. Michael Stenzel, a resident on Cynthia Lane, opined that they wanted to change agricultural land to municipal land in an area with predominantly five or more acre lots. He opined that this item was making an exception for only a 10 foot buffer, relaying his understanding that agriculture land was a 25 foot buffer. He indicated his understanding that if they took 25 feet on both sides of the property, they would only have 40 feet to build on; therefore, he opined that it was unbuildable in its current state. He added that the property went uphill, and he expressed concerns for water coming down the hill. He relayed his understanding that to build on the property, the applicant would have to raise this up, which could cause mitigation issues to property owners on each side. He was also unsure why the City of Minneola would be involved, and he suggested that if the Board approved it, to put right and left turn lanes on CR 561A; however, he opined that if they had to put a right turn lane in, they would be encroaching on the neighbor's property to do this. He also mentioned that there were bicyclists there.

Mr. Daryl Woodhouse, a resident representing Mr. Luis Bidrogo, a neighbor of the subject property, opined that this property was too narrow to do what the applicant wanted. He relayed his understanding that they were down to 80 feet wide with the buffers, and that they had to encroach where there was an easement that had access to the property to the north. He relayed his

understanding that they were then down to a buildable footprint of around 70 feet, opining that it was not conducive to have this traffic, parking and footprint of a building in that area. He opined that the property was designed for a residential agricultural property, and that the request was not the highest and best use of that property; rather, he opined that it would decrease the highest and best use of the properties surrounding it.

Mr. Bidrogo asked the Board to deny the application, expressing concerns for the proposed site plan in a rural environment. He opined that lighting would affect animals, and that the property would be high, noting that there was a 35 degree incline. He opined that they would have to raise the property by eight to 10 feet to make it level, and that the obligation would apply to a 75 foot high building. He questioned how large the building would be on top of a mountain and all of the houses around it, and he expressed concerns for this being his view. He said that he did not know who would be walking into the property, and he expressed concerns for safety and drainage. He asked the Board not to change the use of land without having this information upfront.

Mr. Mike Lorden waived his comments in opposition.

Mr. Vic Pacheco, a neighbor of the subject property, opined that the property was narrow, and relayed his understanding that there was 80 to 90 feet of elevation in height. He expressed concerns for stormwater and potential flooding issues, and opined that this did not fit in their rural setting.

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

Mr. Alkadry clarified that the 10 foot buffer would be landscaped with trees, and that there was a way to have zero spillage of lighting across the property line by using refractors on the lights. He commented that this would be done during the permitting phase of the project, and that they had reduced the impervious surface area significantly; therefore, all the water would be handled onsite.

Commr. Parks said that he had visited the site, and opined that churches were appropriate in a pastoral setting, though it depended on what lot it was and how it could be built. He opined that there were many constraints with this, noting that an easement had to go up to the top for access, and he questioned how quickly the 10 foot border could be filled with landscaping, assuming 10 feet was enough. He opined that it was too narrow for a church, and that lighting would still be seen. He commented that it was very steep, and that he had serious concerns with the use and the way it was laid out on this narrow lot; therefore, he could not support it.

Commr. Sabatini agreed, and he expressed concerns for the narrowness of the lot, the constraints of the road and the elements of sprawl it created. He mentioned that he would like for it to stay agriculture, and opined that there were other opportunities to grow a church.

Commr. Campione recalled that the Board had been supportive of churches, though opined that the constraints of this property were glaring. She opined that the width and change of elevation made it difficult, and said that the Board tried to find ways to balance the interests and look out for each side of a situation; however, they did not have items such as larger buffers and landscaping

already in place with the current item. She opined that this was not a good location in light of the constraints of the property.

On a motion by Commr. Parks, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board denied Tab 5, Rezoning Case # PZ2023-262, Iglesia Cristiana Pentecostal (RZ).

REGULAR AGENDA

GRANT AGREEMENT LANGUAGE FOR COMPLIANCE WITH FEDERAL IMMIGRATION LAW

Commr. Sabatini said that the County did grant applications with commitments and stipulations, and that this was an item which indicated that any grant application requesting funding would comply with Federal law. He specified that there was already a Federal law indicating that unless a State said otherwise, all local governments could not give any benefits to anyone who had not been determined to be a legal resident; therefore, this item would include language to say that anyone seeking to receive grants from the County would ensure that they were conferring benefits upon American citizens.

Ms. Marsh stated that if the Board wanted staff to add this to all of their grant contracts and applications, they could do this.

Commr. Smith asked if there were any issues.

Ms. Marsh denied this, clarifying that the County was just adding Federal law to its language. She added that the County already had multiple pages of State of Florida and Federal statutes that they included in their contracts.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved to include language in the County's grant agreements from 8 USC 1621 to establish a procedure for determining compliance with the Federal Immigration Law.

SUNNYSIDE OAKS DEVELOPMENT PRESENTATION

Commr. Campione remarked that this item regarded an annexation into the City of Leesburg, and that the Lake County Public Works Department had been reviewing a safety situation and trying to come up with a scenario to address safety. She said that the people who lived in the neighborhood and had large trailers were concerned if they would be able to navigate this roundabout.

Mr. Jeff Earhart, Engineering and Operations Director for the Public Works Department, said that this item was near the City of Leesburg between Lake Harris and Lake Griffin. He showed an image of Sunnyside Oaks on a map, specifying that it was south of United States (U.S.) Highway 441 and east of State Road (SR) 44. He stated that this had been approved by the Leesburg City Commission in 2022, and that it was around 30 acres with approximately 83 houses. He commented that it was near Sunnyside Drive and Fern Drive, and he displayed a plan for the subdivision, noting that there was a proposed roundabout that the County had put there. He explained that it came in at an odd angle so that the roundabout would calm traffic and be a safer intersection, and that based on the displayed map, the road was somewhat on the property to the southwest; therefore, the roundabout would move it off the property. He said that staff reviewed

a variety of different vehicles that could possibly go through this, including a 50-foot long RV, a semitruck, and a truck with a trailer that was 50 feet long, noting that they wanted to discourage large semitrucks but allow residents with RVs and trailers to be able to get through. He confirmed that they could all get through and did not have to use the truck apron, and that it should facilitate the movement of vehicles safely, as well as slow them down and allow RVs and campers to come in both the east/west and north/south directions. He relayed that roundabouts had fewer conflict points than traffic signals or stop signs, and that conflicts would be less severe as they would likely be side hits rather than T-bone accidents. He also mentioned pedestrian benefits and traffic calming, and relayed his understanding that the County had right of way for this already with the developer being prepared to construct it.

Commr. Smith asked who was funding the roundabout, and Mr. Earhart replied that it was the developer.

Commr. Campione expressed appreciation to staff for doing these simulations and ensuring that they could accommodate trucks and trailers. She added that the curb would be soft.

Mr. Earhart mentioned that there would be a truck apron in the center, though residents would not have to utilize this. He also indicated that construction would likely start in the next month.

ORDINANCE REGARDING CABLE COMMUNICATIONS

Ms. Marsh said that this item went along with the affidavit for the homeowners associations (HOAs), noting that each time the Board added a new regulation, they repealed an old one. She explained that the County had been prohibited from doing cable communication franchises for many years, though this had never been cleaned up from the code; therefore, it would be removed from the code. She said that there were a couple of provisions which staff would move into Section 18-3, which was right of way utilization permits, and that this item would be brought back for a public hearing.

On a motion by Commr. Sabatini, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board approved to advertise an ordinance repealing Chapter 6.5, Lake County Code, entitled Cable Communications, and amending Section 18-3, Lake County Code, entitled Right-of-Way Utilization Permits.

APPOINTMENT TO THE ELDER AFFAIRS COORDINATING COUNCIL

Commr. Parks opined that Mr. David Hopkins had outstanding character and would work hard on this council.

Commr. Campione said that the group was working on several items, including trying to create a resource that was easy for people to navigate and understand so that they could find out what was available in Lake County regarding services, as opposed to commercial-type uses. She thanked Mr. Hopkins for wanting to apply.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved to appoint Mr. David Hopkins to the Elder Affairs Coordinating Council as a District 1 member (Seat 2) with a term ending January 31, 2028, and applicable waiver.

APPOINTMENTS TO THE CHILDREN'S SERVICES COUNCIL

On a motion by Commr. Sabatini, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board approved to appoint members to the Children's Services Council and applicable waivers, as follows: Ms. Lori Gravitt as a District 1 member (Seat 1) with a term ending May 14, 2028; Ms. Juana Delacruz as a District 2 member (Seat 1) with a term ending May 14, 2028; Mr. John Herrell as a District 3 member (Seat 1) with a term ending May 14, 2028, with conflict waiver; Mr. Byron E. Thompson as a District 4 member (Seat 1) with a term ending May 14, 2028, with conflict waiver; Ms. Kayla Tufts as a District 5 member (Seat 1) with an interim term ending May 14, 2026, and with reappointment for the next two-year term ending May 14, 2028; Ms. Courtney Domingue as a member at large (Seat 1) with a term ending May 14, 2028; Mr. Angel Coba as a member at large (Seat 2) with an interim term ending May 14, 2026, and with reappointment for the next two-year term ending May 14, 2028; and Ms. Malika Ramrattan as a member at large (Seat 2) with a term ending May 14, 2027.

COMMISSIONERS REPORTS

COMMISSIONER PARKS – VICE CHAIRMAN AND DISTRICT 2

SECOND VICE PRESIDENT FOR FAC

Commr. Parks relayed that he was possibly considering another run at the Second Vice President for the Florida Association of Counties (FAC), noting that he would need to know that no one on the Board objected to this; additionally, a letter would have to come from the Board Chairman to FAC indicating that the Board discussed this and was agreeable.

CELEBRATION OF LIFE FOR MS. NADINE FOLEY

Commr. Parks related that he attended Ms. Nadine Foley's celebration of life, and that he had expressed condolences from the BCC. He said that Ms. Foley was a great woman for Lake County who not only supported him early on, but also supported many conservation issues, including being involved with Trout Lake Nature Center. He opined that it was a beautiful ceremony.

THANKING LAKE COUNTY HISTORICAL SOCIETY

Commr. Parks thanked the Lake County Historical Society for the celebration of history on the previous Saturday. He opined that they did a great job, and stated that he liked what they were doing to encourage people to visit the Historic Courthouse.

COMMISSIONER SMITH – DISTRICT 3

BUDGET WORKSHOP

Commr. Smith thanked staff for their work in preparation for the previous day's budget workshop, and he wished that there were more individuals from the public in attendance for the budget workshops, noting that he would be doing his best to promote this.

LAW ENFORCEMENT MEMORIAL

Commr. Smith commented that the Lake County Law Enforcement Memorial had been on the current day, and that it was an honor to attend. He opined that Commissioner Campione had done a wonderful job presenting a proclamation with a good speech; furthermore, their hearts went out to the families of the fallen officers throughout Lake County.

COMMISSIONER CAMPIONE – CHAIRMAN AND DISTRICT 4

LAW ENFORCEMENT MEMORIAL

Commr. Campione thanked Commissioner Smith for his comments regarding the Law Enforcement Memorial, opining that the Lake County Sheriff's Office (LCSO) did a great job. She said that she felt for the families who had been in attendance, and that it was wonderful to be able to come together as a community and acknowledge the great sacrifice that their loved ones and the families made. She hoped that the County could possibly modify the following year's proclamation and address the families at the service.

BACK THE BLUE WALK

Commr. Campione said that on the following Saturday at Wooten Park, there would be a Back the Blue walk. She added that this had been an event for seven years, and that it was a great opportunity to show support for local law enforcement.

COUNTY ATTORNEY

GAS TAX BALLOT LANGUAGE

Ms. Marsh related that regarding the gas tax ballot language which had been discussed on the previous day to be brought back at the end of May 2026, the Supervisor of Elections did not need it until August 2026; therefore, she would ask the Board to give her more leeway to do this, noting that she would bring this back to the Board at a future date.

COMMISSIONER SMITH – DISTRICT 3

NATIONAL ASTRONAUT DAY

Commr. Smith said that it was National Astronaut Day.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 12:16 p.m.

_____

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____

GARY J COONEY, CLERK

A SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS
MAY 18, 2026

The Lake County Board of County Commissioners met in a special joint meeting with municipalities on Monday, May 18, 2026 at 1:00 p.m. at the Venetian Center, Leesburg, Florida. Commissioners present at the meeting were: Leslie Campione, Chairman; Sean Parks, Vice Chairman; Anthony Sabatini (arrived at 1:18 p.m.); 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; Mary Burns, Accounting Director; and Josh Pearson, Deputy Clerk.

WELCOME

Commr. Campione welcomed everyone to the meeting and led the Pledge of Allegiance.

RURAL/RURAL TRANSITION PROTECTION – PILOT MAPPING ACTIVITY

Commr. Campione said that previously, they had been focused on joint planning area (JPA) agreements, and that on the current day they would be focusing on the potential for creating joint rural protection areas (RPAs) through separate agreements between the Cities and the County. She questioned if it could possibly be between all of them, or if it would be easier and more direct to have one-on-one agreements. She then stated that the County had maps which tried to go into each Cities' JPA, interlocal service boundary agreement (ISBA) boundaries or city boundaries, and that the maps showed the land uses inside of the ISBA or JPA, or what was surrounding the city boundary regarding Rural or Rural Transition land on the County future land use (FLU) map. She provided history of City and County meetings which included the following: on February 2, 2022 they had a joint planning workshop; on September 6, 2022 the East Central Florida Regional Planning Council (ECFRPC) interlocal agreement for visioning framework was presented; on May 21, 2024, they had a conservation strategy presented to the Board of County Commissioners (BCC); on June 30, 2025, they had a joint planning workshop; on September 29, 2025 they had a transfer of development rights (TDR) joint meeting regarding a conservation strategy; and on February 2, 2026 they had a TDR joint meeting with a vacant land analysis. She mentioned that JPA drafts and discussions had been an ongoing process between County and City staffs, opining that progress was being made. She commented that on the current day they wanted to primarily focus on the Rural and Rural Transition FLU map, and that the County had been working with the City of Leesburg, which had put a proposal together for consideration.

Mr. Al Minner, Leesburg City Manager, opined that the City of Leesburg felt that everything which they had been discussing since 2022 was rooted in the ISBA, and that they had to modify this. He clarified that the 2013 ISBA with the City of Leesburg predated him, and that they then moved into another ISBA in 2014. He opined that part of the City's perspective was that back in 2013, they had discussed these items and everything done was agreed to; however, they understood that the political landscape had changed, and he opined that they had to change with this, though everything was rooted in the original agreement that indicated what was acceptable by the parties who were adjoined to it. He questioned that since the concepts they had discussed since 2022 were contrary to that document, what could they do to have everyone modify this and

come up with a practical solution which accepted all of the points that they were dealing with regarding the growth issue. He also relayed that the ISBA gave everyone certain parameters in which they could annex.

Commr. Campione clarified that they were referring to the ISBA that affected the Cities which were parties to it, and that if a City was not part of this and had a JPA or no JPA, they could consider this as a model for how they could possibly address this for an ISBA.

Mr. Minner noted that everyone who was party to an agreement had to come back and agree to make a modification, and that the City's concept was to change what was binding them so that it worked to current standards. He opined that they could modify the areas, and said that in the 2013 ISBA the current map had specified different service areas, noting that the ISBA referred to them as the areas that cities would grow in; furthermore, in 2013 they had discussed an area where the County gave the Cities authority to annex, with their permission. He specified that there were alternate key (alt key) charts where the County granted the Cities approval to annex certain cities without permission moving forward, and then they listed other Cities that the County recognized may want to develop or annex with a different approval process being provided. He said that they could possibly amend that agreement so that there would be areas in their respective service areas that they would not annex. He opined that they needed to identify areas within their ISBA areas where the City and the County would jointly agree not to annex, and he clarified that it was not a moratorium and did not prohibit growth; rather, it allowed the political subdivision of the County to use their authority to manage corridors of agricultural and rural transition properties where Cities would not annex into. He said that a City which was not mentioned in the 2013 ISBA would have to work with the County, and opined that they needed to change two paragraphs in the ISBA. He added that the City of Leesburg would likely also need to modify the 2014 ISBA because the City had wanted to be able to annex everything in the area; therefore, they had come to the County for another agreement which they received permission for. He opined that they needed to modify paragraph three of the 2013 ISBA and include another paragraph to create an additional map with language indicating that the City would not annex an area. He opined that an issue could be with the utility side to provide water and sewer, and that once a City had a 180 in place, they thought that it was their box and utility system. He opined that this was mostly the correct thought, though this was not the case when everything was moving quickly. He mentioned a lawsuit from about 10 years prior between the City of Auburndale and Polk City, which had been arguing about who was going to serve; furthermore, the court had ruled that it was not Polk City's, despite being in their 180, because they did not have piping. He relayed that he potentially saw utility conflicts between the Cities of Leesburg and Groveland, and that if the City of Leesburg grew south faster than the City of Groveland grew north, then they would have City of Groveland utility providers coming to the City of Leesburg saying that they needed utilities; therefore, he opined that they needed to preempt this issue and agree to use their box as a utility boundary instead of their 180. He then opined that they needed to go into paragraph nine of the ISBA and add subsections, and he provided language for this. He specified that they were trying to create an understanding that everyone had 180s, but they would use the ISBA boundaries for utility

extensions. He added that the County should have relief that even in their areas which would be developed, the County could send development to the Cities. He opined that changing this paragraph of the 2013 ISBA would solidify utility areas and ensure that there were municipal corporations providing water and sewer. He showed a map and pointed out the City of Leesburg's ISBA boundary according to the 2013 agreement, as well as areas where they would not annex. He opined that they needed to ensure that they were agreeable with the annexation paragraph and the utility concept, and that everyone had to agree to the boxes in their specific ISBA areas where they would not annex in the future. He said that by not annexing, the County would be left in the driver's seat and it would let their Comprehensive Plan (Comp Plan) work.

Commr. Sabatini arrived at 1:18 p.m.

DISCUSSION

Commr. Campione thanked Mr. Minner for coming forward with a concept and a map to use as a starting point, understanding that other Cities in the ISBA would have to decide whether they were agreeable with the box defining the utilities rather than a 180 district. She relayed her understanding that utilities had been the driving force for that ISBA, and that a previous County Attorney, Mr. Sandy Minkoff, had worked to try to define the locations where those Cities would say that they were not just going to place pipe and claim; rather, they would define where those areas were so that they were not in a rush to see who could get there first. She added that she had always seen the ISBA as not really being like a land use document, but rather a utilities document. She commented that the concept of keeping the Rural, Rural Transition, and RPA areas intact inside the ISBAs was not specifically addressed, and that this gave them a chance to do this and say that the RPAs would stay protected; additionally, if the Rural and Rural Transition areas stayed in the County and were not annexed, and if utilities were needed, one could then receive utilities from the City that served that area. She opined that this seemed like a significant move in the right direction to preserve those rural areas, landscapes and vistas that made Lake County unique and special. She opined that the goal was if they could reach a place where the County, the Cities and the public knew that these were areas that were not going to be touched, and she said that everyone had a map that the County provided. She said that the County's request to each of the Cities would be to review this and see if they were willing to honor all of these areas or if they had another proposal which honored as many of the areas as they could, along with having this discussion and seeing if they could come up with a map for each City where there was either a JPA or no agreement.

Commr. Morris opined that Commissioner Parks had done a great job trying to get these JPAs, and said that one of the items in the JPA was who was going to take care of the roads. He was unsure how the ISBA would address if these were all county roads or city roads, and if there was a definitive answer. He also questioned that for an individual who wanted to develop property in the county next to one that had also been developed, who would they sue if they did not receive what they wanted. He expressed concerns that they might possibly be taking people's property rights away.

Mr. Minner opined that this was why the City of Leesburg thought that the ISBA was what they needed to use, noting that the ISBA already discussed who would take the roads. He specified that when a City annexed 50 percent of a certain county road, that road would become a city road. He questioned whether the ISBA spelled out enough of what roads they wanted to take, and he opined that through the last iteration of what the City of Leesburg and the County just went through, the County's collector roads were county roads and moved one from town to town; therefore, this was the county's road to take, and if the City of Leesburg annexed on both sides of County Road (CR) 48, CR 48 would be the County's road. He added that if the City of Leesburg annexed on both sides of Dewey Robbins Road, it would be the City's road. He clarified that this was the City of Leesburg's interpretation of how the ISBA already addressed that question, and that they could discuss if they wanted to modify it. He then relayed that the ISBA deferred the property rights risk back to the County. He elaborated that the County wanted rural transition areas and had said to the Cities that they needed to stop growth, and that the Cities had said that they were reacting to the market. He opined that if they had a modified ISBA with a joint RPA, a developer would come to a City and say that they wanted to annex a location, and that the City would say that they could not do this because it was in the no annexation zone pursuant to the ISBA. He said that this would send the developer to the County, and that if there was a lawsuit for no annexation, it would need to come to the County, noting that this was in a sentence which indicated that the County would protect and defend the Cities from any suit.

Commr. Campione opined that it was important to consider the roads issue an ongoing discussion because there was more that they could accomplish if they continued to work on it. She opined that they were in the best position together when a developer came into the City to request annexation in an area not covered by what was being discussed currently, and that the City would be in the best spot when going through the annexation process to work with the County as long as the County provided them all of the information and worked together to get improvements on the frontend as much as possible.

Commr. Morris asked that if a developer came to the County and wanted two units per acre instead of four units per acre, and if it was in the City of Leesburg's ISBA, would they put a number attached to it regarding how much it would cost them to run water and sewer there. He also asked that if they would be losing funding doing this at two units per acre, would they elect not to do this.

Mr. Minner confirmed this, stating that if someone developed in an unincorporated fashion within the City of Leesburg's utility service area, they would provide them water and sewer pursuant to their existing policies. He added that this policy was that the City would bring the utility to them, then they would pay the impact fees, and that if the City could not afford to do this, then they would not. He opined that the City of Leesburg's management philosophy for utilities was that they did not care if one was in or out of the city, and that they did not want micro plants to start being built, noting that it could be taking water out of the City's consumptive use permit (CUP); furthermore, he opined that this was why this paragraph modification was important.

Commr. Smith asked if this did not preclude the developer from having options to assist in funding to extend those lines.

Mr. Minner said that this was correct.

Commr. Parks opined that this was a good step from the sense of agreeing that these were areas which would not be annexed. He indicated that he would ask questions about what was next, if they moved forward, and what they could do in terms of JPAs. He relayed his understanding that the roads may have caused issues with the JPA discussions, indicating his understanding that Cities may possibly be saying things such as the County was going to make them take all of the roads. He opined that there was a role for the County to have and maintain some of the roads, though when they developed around those areas, they became the Cities' as well. He opined that there was possibly this balance of the County working with the Cities, and that how to handle the roads was where they needed to go next. He also opined that they could possibly resume discussing how to incorporate road funding agreements into this process moving forward.

Commr. Campione stated that if they had roads or intersections with issues which needed to be expanded, and if the County and the City had improvements that they knew needed to happen, then those funding agreements could be put in place so that when and if a developer requested permission to go forward, a City would have a document defining the things that needed to happen in that area. She opined that this was something that they could continue to work on.

Commr. Sabatini agreed with the comments that were made, and opined that for litigation based on a property owner saying that they could not be annexed, this was a legislative decision; therefore, it would be meritless and disregarded immediately.

Ms. Melanie Marsh, County Attorney, explained that annexation was typically a legislative action, and that the ability for someone to sue the County because a City did not annex was slim to none; additionally, it was unlikely that one would win such a lawsuit. She also mentioned that the 2014 City of Leesburg ISBA had language about the City taking the roads when they annexed on 50 percent of a certain segment of the road. She clarified that this was not in the 2013 agreement, though it was in some of the other agreements, and that the only caveat to this language was that it gave the City the ability to refuse to take it if it did not meet City standards. She pointed out that these roads that Cities were annexing along were traditionally rural roads that would not meet City standards, and that the County had been fortunate that the City of Leesburg had recently taken seven or eight roads.

Mayor James Homich, with the City of Mount Dora, recalled that he had sent out a proposal to each County Commissioner, City Councilmember and City Commissioner, which dealt with an issue that he opined the ISBA and most JPAs did not address. He elaborated that it was all land which was strictly within the County's control, and opined that the County had just converted 208 acres of Rural and Rural Transition land at Lake Yale to suburban expansion or something similar.

Commr. Campione clarified that they blended urban and Rural Transition land uses, and that the density did not exceed those two land uses put together.

Mayor Homich opined that about 208 acres was converted and that the County had changed the zoning on the FLU map for that property to allow for increased density. He said that the

proposal he had sent out dealt with all of the Rural and Rural Transition lands in the county, and that the City of Mount Dora had a rural area to its east and that the City of Clermont had an entitled rural area to its south. He opined that they needed to protect those areas, and that there was no protection if they stayed with the ISBA; therefore, this was why he had proposed a countywide JPA where the Cities would say that they were not going to annex any of the Rural or Rural Transition land currently on the County's FLU map. He added that the County would then agree to not change the Rural or Rural Transition zoning on any of the lands in the county. He opined that there were developments in the Sorrento area that increased traffic on State Road (SR) 44 and SR 46 in the City of Mount Dora, which happened under the County's auspices. He stated that he was looking for a commitment from the County to say that they would not change Rural or Rural Transition lands in exchange for the Cities to not annex those lands. He opined that this would protect the areas between the cities, and said that the City of Mount Dora had no desire to expand beyond the current zones.

Commr. Campione opined that it would be great if they could further memorialize that the City of Mount Dora would not go outside the JPA, though everything east of Sorrento and CR 437 was in the Wekiva Protection Area, which was a State protection area with one unit to 20 acres or one unit to 40 acres. She opined that most of the land east of the City of Mount Dora was protected, and that there were areas along Sorrento Avenue which were Main Street District and had been negotiated as part of the Wekiva Protection Area so that those lands would have densities recognized by the Comp Plan. She relayed that projects approved in Sorrento had underlying land use rights, and that the County was discussing Rural and Rural Transition areas; additionally, she opined that decisions made in Sorrento were not approvals of rural lands. She commented that land use changes could sometimes be legislative and sometimes be quasi-judicial, and that to the extent that they could sign an agreement and say that they would never consider changing an underlying land use, this would possibly be something that the County would have to work with their attorney on because it was a different scenario than a decision to annex or not. She opined that the BCC had indicated a large commitment to preserve those Rural designated lands and RPAs on their Comp Plan map.

Mayor Homich commented that when the City of Mount Dora had signed the JPA in 2004, they restricted the JPA to the areas that were already zoned for expansion. He said that they had left out the northeast section between CR 437 and SR 44, and north of Wolf Branch Road, noting that it was all rural land when they did the JPA; however, it had been converted to expansion since that time. He opined that the City of Mount Dora was receiving the traffic from those subdivisions, and that they could try to restrict the development of further Rural and Rural Transition lands and preserve the county. He indicated that he had left off the idea of commercial and that it was strictly residential, and he relayed his understanding that there was no challenge to telling people what their land was zoned for under the FLU map and that they would not receive any more than this. He opined that threats of litigation to receive land use increases was a red herring, and that they needed to take a stand to protect rural lands. He opined that if they restricted all of the Cities to

their JPAs or ISBAs, then there was much land in the county that could affect Cities and their services.

Commr. Parks remarked that he would like to see a countywide urban growth boundary, and opined that if they could move forward with what they had with the City of Leesburg, then it would be better than where they were.

Mayor Homich opined that if the County had a commitment from eight of the 14 Cities not to annex any rural lands, then this was worth it, and that the other six Cities who did not sign this agreement would feel much pressure from their constituents to join in and ultimately, he would imagine that all 14 Cities would eventually sign off on it. He indicated that he had received responses from a number of Mayors, and opined that they could get things done that way.

Commr. Campione questioned how they could come to one agreement because each City and the areas around it was unique, and said that there could potentially be a land use which said one thing, with an old zoning that said another thing, opining that there were instances where they could possibly get sued and lose; therefore, she opined that they had to be able to look at the facts of each situation. She relayed that the County had an old JPA with the City of Eustis that they could never tell if it really existed, and that it had been loosely adhered to; therefore, she opined that they had a great opportunity in the City of Eustis. She added that as the City of Eustis abutted the JPA that the County had with the City of Mount Dora, there was also an opportunity there, and it could possibly be an agreement with the County and the Cities of Mount Dora and Eustis. She opined that they had the potential to go forward from the current meeting, take these pilot maps, see if they could get their staffs working it, and come back next round with some progress. She opined that the public would appreciate this, and that there was no question in anyone's mind that traffic in Lake County was an issue. She opined that people thought of the land use almost synonymous with the traffic, though they also saw lands that they always hoped would be rural. She opined that they had an opportunity to address both of these considerations by moving forward with these individual agreements, or joint agreements in some instances.

Mr. Paul Larino, Montverde Town Manager, recalled the issues of Towns annexing rural areas and the County land maps and zoning allowing higher density than what was in the Cities. He opined that the ISBA proposed by Mr. Minner was a great idea, though there needed to be some flexibility because they did not know what the future held. He opined that the JPAs addressed transition in the rural areas, and that rural areas would stay rural in the county; furthermore, the Town of Montverde was limiting themselves on what they annexed to what this density would be within the agreement. He stated that the Town of Montverde had town limits on both sides of county roads; however, 90 percent of the traffic was likely county traffic, and in those situations, he questioned if it was fair to say that county and city taxpayers funded 100 percent of the cost of maintenance for that road when most of the traffic could be from the county. He said that when roads were in the county, everyone paid taxes to maintain those roads, though when it came to a City, it was 100 percent on the City for the burden. He opined that there were ways to work with this, noting that the Town of Montverde had been working with partners, receiving

grants, and looking at shared costs for road improvements, as well as agreements that would offset the cost of the County and make it good for the City as well.

Commr. Sabatini relayed his understanding that there was general consensus of support for this concept, and he opined that at the next meeting they should have a binding legal document that they would be ready to vote on and finalize. He opined that it would be more fruitful to contrast it with another document, and said that he would like to see a legally sufficient document along the lines of what Mayor Homich wanted so that they could compare the two.

Commr. Campione mentioned that all of this had to go back to the City Boards and Commissions, and that they would likely workshop them. She stated that they could set the next meeting far enough out that those discussions would have already happened at the City level.

Mr. Sean O'Keefe, Howey-in-the-Hills Town Manager, commented that the RPA was a large percentage of his Town's ISBA, and that the Town would be concerned with potential County approvals of higher densities that the municipality would never approve. He relayed that they had seen some Rural Transition FLU areas with Agriculture zoning turn into the Planned Unit Development (PUD) FLU at densities that the Town would not approve; therefore, he would almost want this to be a joint discussion if they talked about development, especially in the RPA.

Commr. Parks opined that these forums could be a good future opportunity to discuss development itself. He opined that uniformity and density could be deceptive, as well as limiting things to discussion of density only and policies put in place that may feel good but did not keep them from being another suburb to the City of Orlando in the long run.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 2:05 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: 06/22/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Clerk's Consent Agenda

MEETING DATE: 7/14/2026
ITEM TYPE: Consent Item
ITEM ID: 43041

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Clerk's Consent Agenda (Items 1-7):
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 Greater Lakes/Sawgrass Bay Community Development District's Annual Financial Audit Report for the Fiscal Year ended September 30, 2025.
3. Notice is hereby provided of having received the Avalon Groves Community Development District's FY 2027 Proposed Budget/Public Hearing Resolution 2026-07.
4. Notice is hereby provided of having received the Lakehaven Community Development District Proposed Budget for Fiscal Year 2027 in accordance with Section 190.008(2)(b), Florida Statutes for purposes of disclosure and information only.
5. Notice is hereby provided of having received the Parkside Trails Community Development District Proposed Budget for Fiscal Year 2027 in accordance with Section 190.008(2)(b), Florida Statutes for purposes of disclosure and information only.
6. Notice is hereby provided of having received the Wellness 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.
7. Notice is hereby provided of having received the Windsor Cay 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.

BACKGROUND SUMMARY:

Fiscal Impact: None

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 06/22/2026
Marisol Saldana	Final Approval - 06/22/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

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

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

MEETING DATE: 7/14/2026
ITEM TYPE: Consent Item
ITEM ID: 43046

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	-
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: 06/25/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Andrea Kennard, Commissioners Aide
SUBJECT: Croqueta Day Proclamation

MEETING DATE: 7/14/2026
ITEM TYPE: Consent Item
ITEM ID: 43052

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of Croqueta Day Proclamation, per Commissioner Sean Parks.

BACKGROUND SUMMARY: Request from Pedro Diaz to proclaim June 28, 2026, as Croqueta Day.

On June 23, 2026, the Board approved to proclaim and recognize the last Sunday of June as Croqueta Day in Lake County, with direction to staff to bring back a formal written proclamation to memorialize it in the record.

Fiscal Impact: NONE

Account No.:

Advertised Date: Paper:
Attachments:

1.	Proclamation_Lake County Croqueta Day_draft_6.25.2026ac

STAFF APPROVALS AND DATES:

Andrea Kennard	Created/Initiated - 06/25/2026
Misty Spahn	Approved - 06/26/2026
Melanie Marsh	Approved - 06/26/2026
Jennifer Barker	Approved - 06/30/2026
Marisol Saldana	Final Approval - 06/30/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

PROCLAMATION
2026 - 77

WHEREAS, Lake County celebrates the entrepreneurship of its small businesses owners and restaurateurs who foster community building, the formation of lasting relationships, and memory-making around a table; and

WHEREAS, family restaurants reflect American values of community, family, and fellowship, as well as the rich history and tradition of passing recipes down over generation within families and between friends, and

WHEREAS, croquetas are bite-sized fried fritters that originated in the 17th Century as an economical way to use leftover meats and stews, and are more popularly known as a delicious snack enjoyed by young and old alike; and

WHEREAS, croquetas are found across the globe, from their likely origin in France and Spain, they spread across Europe, the Caribbean, Latin America, and Asia, and are commonly found across Florida at Cuban-American and Latin-American restaurants; and

WHEREAS, croquetas, in their simplicity and universality, are a quintessential comfort food, shared around tables by family and friends, old and new, creating social connections, community, a deeper sense of belonging, empathy, and appreciation for one another, and

WHEREAS, the opportunities for intergenerational connections, community building, and fellowship created through the entrepreneurship of small businesses owners is part of what makes Lake County the best county in Florida to visit and call home.

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

Section 1. Lake County does hereby proclaim June 28, 2026, as Lake County Croqueta Day, acknowledging local small businesses and restaurants' dedication to developing a sense of community, fostering relationships and traditions, and encouraging memory-making within Lake County through the sharing of food.

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

Section 3. This Proclamation shall become effective upon adoption.

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

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____
SEAN M. PARKS, VICE CHAIRMAN

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

_____
ANTHONY SABATINI, DISTRICT 1

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

_____
MELANIE MARSH, COUNTY ATTORNEY

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

DATE: **MEETING DATE:** 7/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 41578
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: HUMAN RESOURCES AND RISK MANAGEMENT

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Kandace Pourbaix	-
Jim Kovacs	-
David Eichinger	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

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

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

DATE: 06/12/2026 **MEETING DATE:** 7/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 43033
BY: Kandace Pourbaix, Risk Management Coordinator
SUBJECT: Liability Claim Settlement

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of a Liability Claim Settlement for an incident which occurred on February 17, 2024. The fiscal impact is $300,000.

BACKGROUND SUMMARY: Recommend approval of a Liability Claim Settlement. All parties, including Lake County, our insurance carrier and our third party administrator for claims management, have reached a settlement agreement to resolve this case in the amount of $300,000. The claim reaches the sovereign immunity limits for the multiple parties.

The claim settlement was reached with the assistance of the County's outside legal counsel and authorized by the County's internal Claims Committee (i.e., County Manager, County Attorney, Director of HR/Risk Management).

The County's property and liability deductible is $100,000. The total amount of the settlement is $300,000. The insurance carrier will reimburse the County for the amount paid over the County's deductible (i.e., $200,000).

Fiscal Impact: $300,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Property & Casualty	5200	0713400	830566		$300,000.00

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Kandace Pourbaix	Created/Initiated - 06/12/2026
Jim Kovacs	Approved - 06/14/2026
David Eichinger	Approved - 06/16/2026
Ron Falanga	Approved - 06/16/2026
Miranda Lanoue	Approved - 06/16/2026
Jaime Stewart	Approved - 06/16/2026

Melanie Marsh	Approved - 06/16/2026
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: 06/17/2026 **MEETING DATE:** 7/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 43037
BY: Kandace Pourbaix, Risk Management Coordinator
SUBJECT: Statutory Firefighter Death Benefit

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of a one-time $75,000 cash death benefit, pursuant to Section 112.1816, Florida Statutes. The statute provides the benefit to the designated beneficiary or dependents of a firefighter who dies due to a designated occupational cancer.

The fiscal impact is $75,000.

BACKGROUND SUMMARY: A former Firefighter who was employed by Lake County Fire Rescue for the requisite five years under Section 112.1816, Florida Statutes, passed away on May 30, 2026, due to a specified occupational cancer. The beneficiaries are entitled to a one-time payment of $75,000 as a death benefit.

The fiscal impact is $75,000.

Fiscal Impact: $75,000 (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Property & Casualty	5200	0713400	830566		$75,000.00

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Kandace Pourbaix	Created/Initiated - 06/17/2026
Jim Kovacs	Approved - 06/17/2026
Ron Falanga	Approved - 06/17/2026
Jaime Stewart	Approved - 06/17/2026
Melanie Marsh	Approved - 06/17/2026
Jennifer Barker	Approved - 06/26/2026
Marisol Saldana	Final Approval - 06/26/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

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

DATE:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: DEVELOPMENT SERVICES

MEETING DATE: 7/14/2026
ITEM TYPE: Consent Item
ITEM ID: 41579

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: 06/01/2026
MEETING DATE: 7/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 43002
Kathleen Dial, Executive Director
BY: Sandra Rogers, Procurement Services Manager
SUBJECT: Community Development Software

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 24-441 for Community Development Software; and
2. To authorize the Office of Procurement Services to execute all supporting documentation; and
3. Of a budget transfer in the amount of $45,075 from Stormwater Machinery/Equipment to Stormwater Machinery/Equipment Permitting Software Replacement; and
4. Of a budget transfer in the amount of $45,075 from Engineering Machinery/Equipment to Engineering Machinery/Equipment Permitting Software Replacement.

The estimated fiscal impact for the first year is $1,126,858, which includes implementation and migration costs. In subsequent years, the estimated annual fiscal impact is $531,646 annual. Fiscal impacts are within available Fiscal Year Budgets and will not exceed appropriated amounts.

BACKGROUND SUMMARY: Due to the nature of the purchase, the information provided is limited pursuant to Section 119.0725, Florida Statutes.

At the request of Development Services and in coordination with multiple offices, the Office of Procurement Services issued Request for Information (RFI) 24-441 for the acquisition of permitting and land development software, including modules for permitting, contractor licensing, planning, and code enforcement.

Evaluation of responses was conducted through formal Selection Committee (SC) procedures. The SC and Technical Advisors (TA) consist of thirteen staff members currently involved in these processes, including professional staff from Building Services, Information Technology, Public Works, Planning, Engineering, Code Enforcement, and Management and Budget. The SC summary memo reflects technical factors and complies with the criteria specified in the RFI.

Seventeen firms submitted proposals for evaluation, including the current service provider. Each proposal, along with an extensive functional requirement spreadsheet that firms were required to complete as part of their response, was distributed to the SC

and TA for review. They were instructed to identify the strengths and weaknesses of each firm and assess technical responsiveness to the functional requirements. The SC requested demonstrations from eight vendors using a script developed by the SC and TA. Following the presentations, the SC shortlisted three firms and requested seven-hour presentations from each. After the presentations and thorough discussion, the SC considered the County's needs and best interests and recommended an award to the highest-ranked firm. The overall pricing proposed by the recommended firm is competitive with pricing submitted by all firms.

Funding for the Community Development Software is provided through user fees, most of which are generated by the development industry. By statutory requirement, these funds must be used to support the continued operations of the Building Department. Recent legislation further restricts the assessment and use of permitting and other land development fees to ensure that they cover the actual costs associated with these review and inspection services.

Due to the confidential and/or exempt nature of this procurement, the information provided in this item is limited pursuant to Section 119.0725(2), Florida Statutes. This contract replaces a contract originally entered in 1996.

Fiscal Impact: $1,126.858 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
BUILDING SERVICES	1520	1048310	860640	10100	$969,097.88
GENERAL	0010	2640100	860640	10100	$67,611.48
STORMWATER	1230	5055600	860640	10100	$45,074.32
CTT	1120	5055100	860640	10100	$45,074.32

Advertised Date: Paper:

Attachments:

1.	Selection Committee Meeting Minutes
2.	Agreement 24-441
3.	BUA for STORMWATER PERMITTING SOFTWARE REPLACEMENT
4.	BUA for ENGINEERING PERMITTING SOFTWARE REPLACEMENT

STAFF APPROVALS AND DATES:

Sandra Rogers	Created/Initiated - 06/01/2026
Ron Falanga	Approved - 06/02/2026
Sheri Hutchinson	Approved - 06/02/2026
David Eichinger	Approved - 06/03/2026
David Hill	Approved - 06/04/2026
William Ondulich	Approved - 06/09/2026
Michael Fitzgerald	Approved - 06/09/2026
Kathleen Dial	Approved - 06/10/2026
Roberto Bonilla	Approved - 06/17/2026

Kandace Pourbaix	Approved - 06/17/2026
Jaime Stewart	Approved - 06/17/2026
Melanie Marsh	Approved - 06/17/2026
Jennifer Barker	Approved - 06/26/2026
Marisol Saldana	Final Approval - 06/26/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

Budget Adjustment

Agenda Item #:

Line	Org	Object	Project	Account Description	Increase	Decrease
1	5055600	860640		MACHINERY/EQUIPMENT		$45,075
2	5055600	860640	10100	MACHINERY/EQUIPMENT PERMITTING SOFTWARE REPLACEMENT	$45,075	
					45,075.00	**45,075.00**

Description:

BUDGET TRANSFER TO REALLOCATE FUNDS FROM STORMWATER MACHINERY/EQUIPMENT TO STORMWATER MACHINERY/EQUIPMENT PERMITTING SOFTWARE REPLACEMENT PROJECT

Budget Adjustment

Agenda Item #:

Line	Org	Object	Project	Account Description	Increase	Decrease
1	5055100	860640		MACHINERY/EQUIPMENT		$45,075
2	5055100	860640	10100	MACHINERY/EQUIPMENT PERMITTING SOFTWARE REPLACEMENT	$45,075	
					45,075.00	**45,075.00**

Description:

BUDGET TRANSFER TO REALLOCATE FUNDS FROM ENGINEERING MACHINERY/EQUIPMENT TO ENGINEERING MACHINERY/EQUIPMENT PERMITTING SOFTWARE REPLACEMENT PROJECT

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

DATE: 06/05/2026
MEETING DATE: 7/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 43019
Kathleen Dial, Executive Director
BY: Megan Brew, Office of Economic Development Director
SUBJECT: Event Sponsorship Funding - 2027 IWWF World Wakeboard Championships

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To provide Tourist Development Tax funding for host fees and related event expenses for Lake County to host the 2027 IWWF World Wakeboard Championships, to take place at Lake David (Groveland). The dates for this event are October 28, 2027–November 8, 2027; and
2. To authorize the Chairman to execute the agreement with IWWF.

The fiscal impact is not to exceed $150,000 (expenditure – TDT funding) and is within, and will not exceed, the Fiscal Year 2027 Budget. Commission District 1.

BACKGROUND SUMMARY: The 2027 IWWF World Wakeboard Championship will bring elite international competition to Lake David in Groveland, Florida, further solidifying Lake County's reputation as a premier destination for world-class towed water-sports. The event is expected to attract hundreds of athletes from 30 countries, along with coaches, officials, families, and spectators from around the globe. With strong international participation and extended lengths of stay, the championship is projected to generate a multi-million-dollar economic impact to the local area through lodging, dining, transportation, and retail spending.

This championship marks the third time Lake County has hosted an IWWF World Championship event, building on the success of previous IWWF world competitions held in the destination. Hosting the 2027 World Wakeboard Championship reinforces Lake County's ability to deliver complex international events while showcasing Groveland and Lake David on a global stage. Beyond the immediate economic benefits, the event provides long-term destination exposure, strengthening Lake County's position as a leading hub for international water-sports and sports tourism.

Name of Event: 2027 IWWF World Wakeboard Championships
Grant Request: $150,000
Dates: October 28, 2027 - November 8, 2027
Location: Lake David (Groveland)

Economic Impact projections for the 2027 IWWF World Wakeboard Championships are below. Updated visitor and room night projections were provided by the IWWF.

Total Visitors - 1,000 (est.)
Room Nights - 2,000 (est.)
Economic Impact - $2,700,000

At the January 12, 2026, Tourist Development Council (TDC) meeting, the TDC voted 7-0 to approve Tourist Development Tax funding for host fees and related event expenses for Lake County to host the 2026 IWWF World Wakeboard Championships, to take place at Lake David in Groveland. The date of the event was subsequently changed to 2027 and the TDC was informed of this change of date at their April 26, 2026 meeting. No objections to the change of date were raised and the recommendation stood.

Fiscal Impact: $150,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Resort Tax	1250	1260100	830480		$150,000.00

Advertised Date: Paper:

Attachments:

1.	Budget + Schedule 2027 IWWF Wakeboard
2.	TDC Funding Recommendation Form 2027 IWWF World Wakeboard Championships
3.	IWWF 2027 World Wakeboard Championship Agreement_5.5.2026 Signed

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STAFF APPROVALS AND DATES:

Megan Brew	Created/Initiated - 06/05/2026
Sheri Hutchinson	Approved - 06/05/2026
David Eichinger	Approved - 06/05/2026
Karen Maxwell	Approved - 06/08/2026
Kathleen Dial	Approved - 06/08/2026
Cari Christian	Approved - 06/08/2026
Rachel Bartolowits	Approved - 06/16/2026
Ron Falanga	Approved - 06/16/2026
Kandace Pourbaix	Approved - 06/16/2026
Miranda Lanoue	Approved - 06/16/2026
Jaime Stewart	Approved - 06/16/2026
Melanie Marsh	Approved - 06/19/2026
Jennifer Barker	Approved - 06/26/2026
Marisol Saldana	Final Approval - 06/26/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

IWWF World Wakeboard Championships
Lake David Park | Groveland, FL
October 28-November 8, 2027

Draft Budget

Revenues	**Budget**
TDC Support/Grant	$150,000.00
Total Revenue	**$150,000.00**

Expenses	
Bid Fee	$150,000.00
Total Expenses	**$150,000.00**
Total Profit/(Loss)	**$0.00**

IWWF World Wakeboard
Lake David Park | Groveland, FL
October 28-November 8, 2027

Draft Schedule

28-Oct	Official Practice
29-Oct	Official Practice
30-Oct	Official Practice
31-Oct	Official Practice
1-Nov	Competition
2-Nov	Competition
3-Nov	Competition
4-Nov	Competition
5-Nov	Competition
6-Nov	Competition
7-Nov	Competition

OFFICE OF TOURISM
TOURIST DEVELOPMENT COUNCIL
FUNDING RECOMMENDATION FORM

Project	2027 IWWF World Wakeboard Championships
Location	Lake David (Groveland)
Event Dates	October 28th – November 8th , 2027
Request	Not to exceed $150,000 (TDT Funds)
TDC Meeting	January 12th, 2026 and April 6th, 2026
TDC Recommendation	Approved (7-0)

Overview

The 2027 IWWF World Wakeboard Championship will bring elite international competition to Lake David in Groveland, Florida, further solidifying Lake County's reputation as a premier destination for world-class towed watersports. The event is expected to attract hundreds of athletes from 30 countries, along with coaches, officials, families, and spectators from around the globe. With strong international participation and extended lengths of stay, the championship is projected to generate a multi-million-dollar economic impact to the local area through lodging, dining, transportation, and retail spending.

This championship marks the third time Lake County has hosted an IWWF World Championship event, building on the success of previous IWWF world competitions held in the destination. Hosting the 2027 World Wakeboard Championship reinforces Lake County's ability to deliver complex international events while showcasing Groveland and Lake David on a global stage. Beyond the immediate economic benefits, the event provides long-term destination exposure, strengthening Lake County's position as a leading hub for international watersports and sports tourism.

Name of Event: 2027 IWWF World Wakeboard Championships
Grant Request: $150,000
Dates: October 28th – November 8th, 2027
Location: Lake David (Groveland)

Economic Impact projections for the 2027 IWWF World Wakeboard Championships are below. Updated visitor and room night projections were provided by the IWWF.

Event Year	Total Visitors	Room Nights	Economic Impact
2027	1,000+	2,000+	$2,700,000

Staff Recommendation

Recommend approval:

1. To provide Tourist Development Tax funding for host fees and related event expenses for Lake County to host the 2027 IWWF World Wakeboard Championships, to take place at Lake David (Groveland). The date for this event is October 28th – November 8th, 2027; and

2. To authorize the Chairman to execute the agreement with IWWF;

The fiscal impact is not to exceed $150,000.00 (expenditure – TDT funding) and is within, and will not exceed, the Fiscal Year 2027 Budget. Commission District 1

TDC Recommendation

At the January 12th, 2026, Tourist Development Council (TDC) meeting, the TDC voted 7-0 to approve Tourist Development Tax funding for host fees and related event expenses for Lake County to host the 2026 IWWF World Wakeboard Championships, to take place at Lake David in Groveland. The date of the event was subsequently changed to 2027 and the TDC was informed of this change at their April 6th, 2026, meeting. No objections to the change of date were raised and the recommendation stood.

BCC Action

EVENT MANAGEMENT AGREEMENT
FOR
IWWF 2027 WORLD WAKEBOARD CHAMPIONSHIP

This agreement is entered by and between Lake County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and The Central Florida Sports Commission, Inc. d/b/a Greater Orlando Sports Commission, a Florida nonprofit corporation (hereinafter "GO SPORTS").

WITNESSETH:

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

WHEREAS, the COUNTY finds that encouraging and promoting Lake County as a venue for international, national, regional and local sports events, teams and sports related businesses, generates economic growth and enhances the overall quality of life of Lake County residents; and

WHEREAS, the purpose of GO SPORTS is to perform such services as encouraging and promoting the Central Florida area as a venue for international, national, regional and local sports events, teams and sports related businesses; and

WHEREAS, on June 11, 2025, the COUNTY and GO SPORTS entered into an agreement whereby GO SPORTS agreed to perform various services for the benefit of the citizens of Lake County, including, but not limited to, event management services (the "Master Agreement"); and

WHEREAS, the parties wish to enter into this agreement for the management of the International Waterski & Wakeboard Federation (IWWF) 2027 World Wakeboard Championships on October 28 - November 8, 2027, at Lake David in Clermont, Florida (the "Event"); and

WHEREAS, the Event will have a projected economic impact of $2,700,000 to Lake County and will generate an anticipated 2,000 room nights; and

WHEREAS, on January 12, 2026, the Lake County Tourist Development Council voted 7-0 to recommend approval of Tourist Development Tax funding for the IWWF World Wakeboard Championships to take place at Lake David in Groveland, Lake County, Florida; and

WHEREAS, this agreement serves a valid public purpose and is in the best interest of both parties and the residents of Lake County.

THEREFORE, the parties agree as follows:

Article 1. Legal Findings of Fact

1.1 The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this agreement upon adoption hereof.

Article 2. Scope of Services

2.1 On the terms and conditions set forth in this agreement, GO SPORTS will provide the following services:

2.2 Plan, organize, and conduct the International Waterski & Wakeboard Federation (IWWF) 2027 World Wakeboard Championships on October 28-November 8, 2027, at Lake David in Clermont, Florida.

2.3 Obtain all federal, state, or local permits required to conduct the Event and comply with all applicable laws, rules, and regulations as they pertain to the Event.

2.4 Allow local media outlets to film, market, and advertise the Event upon request and approval of the County.

2.5 Obtain other sponsors or partners as necessary to fund the Event.

2.6 To recognize the County as an event sponsor with use of the County's logo on all promotional materials, programming, registrations, and media wherever possible and where appropriate. GO SPORTS must obtain prior approval from the County before use of any items bearing the County's logo.

2.7 Allow the COUNTY to take promotional videos and photographs.

2.8 Make best efforts to allocate a location with a table or tent to distribute the County's promotional materials if requested by the County.

2.9 Submit all required verified information, including but not limited to completion of the forms attached herein and incorporated herein as **Exhibit A,** no later than one hundred twenty (120) days after the Event.

2.10 Adhere to the budget attached as **Exhibit B,** attached herein and incorporated herein, itemizing all expenses reasonably expected to be incurred in the planning and implementation of the Event in accordance with Section 3.1B. of the Master Agreement.

2.11 Provide the COUNTY with an updated itemized budget when new invoices are submitted for review and payment.

2.12 GO SPORTS may market and sell attraction tickets during or before the Event.

2.13 The COUNTY will:

A. Provide support for promotion of the Event.

B. Assist with Event logistic coordination as needed.

2.14 The Effective Date of this agreement is the date of the last party to sign, and it will remain in effect until the Event has been completed and all approved payments have been made by the COUNTY.

Article 3. Payment

3.1 The COUNTY will provide payment to GO SPORTS in a total amount not to exceed **$150,000.00.** The COUNTY will disburse $25,000 to GO SPORTS not later than July 1, 2027, in advance of the event. The remainder will be disbursed to GO SPORTS upon completion of the event and submission by GO

SPORTS of the completed documents attached as **Exhibit A**. All payments to GO SPORTS under this contract are subject to the following conditions:

3.2 The COUNTY shall make payment on all undisputed invoices submitted by GO SPORTS for the Event in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

3.3 GO SPORTS will be liable for repayment of any funds disbursed under the terms of this agreement which may be deemed by the COUNTY to have been disbursed in error. Terms of such repayment will be set by the COUNTY in writing, if applicable.

Article 4. Termination

4.1 Either party may terminate this agreement for any reason with 30 days advance written notice to the other party of intent to terminate.

4.2 After receipt of a written notice of termination, unless as otherwise directed by the COUNTY, GO SPORTS must:

A. Stop working under the agreement on the date and to the extent specified in the notice of termination (not later than 30 days after notice).

B. Place no further orders or subcontracts for materials, services or facilities.

C. Terminate all orders and subcontractors to the extent that such relate to the performance of the work terminated.

D. Prepare all necessary reports, invoices and documents required under the terms of this agreement up to the date of termination including the final report due at the end of the agreement period, without reimbursement for services rendered in completing any reports beyond the termination date.

E. Take any other reasonable actions to wind-up this agreement as directed in writing by the COUNTY.

Article 5. Special Terms and Conditions

5.1 Subletting of Agreement. GO SPORTS shall not enter into any subcontracts for any of the work contemplated under this agreement without obtaining prior written approval of the COUNTY. Such written permission will be subject to such conditions and provisions as the COUNTY may deem necessary. However, such prior written approval will not be required for purchase by GO SPORTS of such articles, supplies and equipment which are both necessary and incidental to the performance of the work required under this agreement. Moreover, no provision of this clause and no such approval by the COUNTY of any subcontracts will be deemed in any event or manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price contained in this agreement.

5.2 Indemnity. GO SPORTS shall indemnify and hold the COUNTY and its agents, officers, commissioners, and employees harmless for any damages resulting from failure of GO SPORTS to take out and maintain the required insurance, as defined in the Master Agreement. GO SPORTS will indemnify and hold harmless the County, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness,

or intentionally wrongful conduct of GO SPORTS its personnel, employees, and other person utilized by GO SPORTS in the performance of this agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to County. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The County reserves the right to defend itself with its own counsel or retained counsel at GO SPORTS's expense. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of County as set forth in Section 768.28, Florida Statutes.

5.3 Independent Contractor. GO SPORTS agrees that it will be acting as an independent contractor and will not be considered or deemed to be an agent, employee, or partner of the COUNTY. GO SPORTS will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. GO SPORTS' officers and employees will not have the status of employees of COUNTY, and employees of GO SPORTS will in all respects be regarded as employees of GO SPORTS.

5.4 Assignment. The parties deem the services to be rendered by GO SPORTS to be personal in nature. Neither party may assign any rights or duties under this agreement to any other party without prior written permission of the other party. If a party attempts to assign any rights or duties without prior written permission of the other party, this agreement may be terminated.

5.5 Protection of Persons and Property.

A. GO SPORTS will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its services or performance of its operations under this agreement.

B. GO SPORTS shall take all reasonable precautions for the safety of, and will provide all reasonable protection to prevent damage, injury, or loss to:

(1) All employees on the job and all other persons who may be affected by those employees; and
(2) All property, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of GO SPORTS.

C. GO SPORTS will comply with all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders bearing on the safety of persons or property or their protection from damage, injury, or loss.

5.6 Copyrights. Any copyright derived from this agreement will belong to the author. The author and GO SPORTS shall expressly assign to the COUNTY nonexclusive, royalty free, rights for a period of five years from and after the termination or expiration of this agreement to use any and all information provided by GO SPORTS in any deliverable or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests.

5.7 Codes and Regulations. GO SPORTS shall complete and perform all work under this agreement in compliance with all Federal, State, and local laws, rules and regulations.

5.8 Prohibition Against Contingent Fees. GO SPORTS warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for GO SPORTS to solicit or secure this agreement and that they have not paid or agreed to pay any person, company, corporation, individual,

or firm, other than a bona fide employee working solely for GO SPORTS, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

5.9 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this agreement, GO SPORTS shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this agreement that were furnished to GO SPORTS by the COUNTY pursuant to this agreement. GO SPORTS may keep copies of all work product for its records.

5.10 E-Verify. GO SPORTS 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 GO SPORTS during the term of this agreement. GO SPORTS 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 contract.

5.11 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or 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 36 months from the date of being placed on the convicted vendor list.

5.12 Conflict of Interest. GO SPORTS 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, GO SPORTS hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of GO SPORTS conducted here and that no such person may have any such interest at any time during the term of this agreement unless approved by the COUNTY.

5.13 Force Majeure. Neither Party hereto shall be considered in breach of this Agreement or be liable for damages caused by delay or failure to perform, in full or in part, its obligations hereunder, provided that such delay or failure is due to an act of God, hurricane, earthquake, flood, lightning, water damage, unusually severe weather conditions, accidents to or failure of equipment or machinery, fire, labor controversy, riot, civil commotion, act of public enemy, or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness, or incapacity, or other cause of a similar or dissimilar nature substantially beyond the control of the party to be charged (each, a "Force Majeure Event") provided the Party so affected gives prompt notice to the other.

Article 6. Records

6. Records. GO SPORTS shall keep orderly and complete records of its accounts and operations and shall keep open these records to inspection by the County's personnel at reasonable hours during the entire term of this agreement, plus three years after the ending date of this agreement. If any litigation, claim, or audit is commenced prior to the expiration of the three-year period and extends beyond this period, the records must be maintained until all litigation, claims or audit findings involving the records have been resolved. Any person duly authorized by the County will have full access to all files and accounts pertinent to the County's functions and the right to examine any of the records during any applicable retention period.

GO SPORTS shall maintain financial records related to funds paid under this agreement. All financial

records related will be open to audit by the County. GO SPORTS shall provide access to all its records, which relate directly or indirectly to this agreement at its place of business during regular business hours. GO SPORTS 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.

To the extent applicable, pursuant to Section 119.0701, Florida Statutes, GO SPORTS shall comply with the Florida Public Records' laws, and shall:

6.1 Keep and maintain public records required by the County to perform the services identified in this agreement.

6.2 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.

6.3 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 term of the agreement and following completion of the agreement if GO SPORTS does not transfer the records to the public agency.

6.4 Upon completion of the agreement, transfer, at no cost, to the County all public records in possession of GO SPORTS or keep and maintain public records required by the County to perform the service. If GO SPORTS transfers all public records to the County upon completion of the agreement, GO SPORTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If GO SPORTS keeps and maintains public records upon completion of the agreement, GO SPORTS 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.

6.5 IF GO SPORTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS, DAWN COYLE AT P.O. BOX 7800, TAVARES, FL 32778, 352-742-3905, OR VIA EMAIL AT DAWN.COYLE@LAKECOUNTYFL.GOV.

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

6.7 Unless otherwise provided, GO SPORTS shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If GO SPORTS received notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, GO SPORTS shall continue to maintain all Project records until final resolution of the dispute or litigation.

Article 7. General Conditions

7.1 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 solely in Lake County, Florida. GO SPORTS hereby waives its right to a jury trial for any action arising from this agreement.

7.2 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.

7.3 This agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.4 This agreement may not be amended, released, discharged, rescinded, or abandoned, except by a written instrument duly executed by each of the parties.

7.5 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.

7.6 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.

7.7 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 must be deemed to have been duly given, served and delivered, if personally delivered, sent by certified United State mail, return receipt requested, or sent by Federal Express or other equivalent overnight letter delivery company, and addressed as follows:

COUNTY	GO SPORTS
County Manager	Chief Executive Officer
Lake County Administration Bldg.	The Central Florida Sports Commission, Inc.,
315 W. Main Street, Suite 308	d/b/a Greater Orlando Sports Commission
Post Office Box 7800	400 W. Church Street, Suite 205
Tavares, FL 32778-7800	Orlando, FL 32801

The effective date of such notice will be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company. Each party may designate third parties or addresses to which notice must be sent by notifying, in writing, the other party, by hand delivery, United States registered or certified mail, notice of election to change such address or third party.

Article 8. Entire Agreement

8.1 This document along with the Master Agreement and Exhibits incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this agreement will be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this agreement on the dates under each signature.

THE CENTRAL FLORIDA SPORTS COMMISSION, D/B/A, GREATER ORLANDO SPORTS COMMISSION

Brent Nelson

By: Brent Nelson, Executive Vice President Business Development & Sports Tourism

This 8th day of May, 2026.

LAKE COUNTY, FLORIDA, by and through its BOARD OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman

This ____day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

EXHIBIT A

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

POST EVENT SUMMARY REPORT

Event Name: _____ **Event Dates**: _____

Event Organizer: _____

1) To the best of your knowledge, please fill in the following charts with estimates for the number of room nights and attendees resulting from your event:

Room Nights

	Origin of Attendee			
Type of Attendee	***Out-of-State***	***In-State, Non-County***	***Local***	***Avg. Length of Stay (Days)***
Spectators/Visitors/Participants				
Vendors				
Media/Staff				

2) Were there any extenuating circumstances that lead to actual attendance or room night generation falling below projections: YES or NO

3) If yes, what were those circumstances:

_____

_____

_____

4) Was your event a room night generating event, if so, please fill out the "Room Night Certification Form." One (1) form must be submitted for each participating hotel.

Event Organizer Signature:_____ **Date:** _____

ROOM NIGHT CERTIFICATION FORM

ONE FORM MUST BE COMPLETED FOR EACH PARTICIPATING HOTEL

Event Name: _____ **Event Dates**: _____

Event Organizer: _____

Host Hotel: _____

Hotel GM/Sales Manager: _____

Date: ___/___/_____ Room Nights: _____

Date: ___/___/_____ Room Nights: _____

Date: ___/___/_____ Room Nights: _____

Date: ___/___/_____ Room Nights: _____

Date: ___/___/_____ Room Nights: _____

Date: ___/___/_____ Room Nights: _____

Date: ___/___/_____ Room Nights: _____

Total Room Nights Used Through Duration of Event: _____

**Please only include room nights that can be reasonably attributable to the subject event.*

I hereby attest that the information given above is accurate to the best of my knowledge, and that providing misinformation may lead to the denial of current and/or future sponsorship funds to the submitting organization.

GM/Sales Manager Signature: _____ **Date:** _____

POST EVENT CHECKLIST

Please complete the below post event checklist and submit with your post event documentation. Failure to submit this form may result in sponsorship funding being denied. Only complete forms will be accepted. For each advertising tactic, please list the publication/channel.

ROOM NIGHT PROGRAM

FORM	YES	NO	COMMENTS
POST EVENT SUMMARY			
Room Night Certifications (From Each Hotel)			
Invoice			

DAYTRIP PROGRAM

FORM		YES	NO	COMMENTS
POST EVENT SUMMARY				
ADVERTISING TACTIC 1:				
	ADVERTISING RUN REPORT			
	INVOICE FROM ADVERTISER			
	PROOF OF PAYMENT			
ADVERTISING TACTIC 2:				
	ADVERTISING RUN REPORT			
	INVOICE FROM ADVERTISER			
	PROOF OF PAYMENT			
ADVERTISING TACTIC 3:				
	ADVERTISING RUN REPORT			
	INVOICE FROM ADVERTISER			
	PROOF OF PAYMENT			
ADVERTISING TACTIC 4:				
	ADVERTISING RUN REPORT			
	INVOICE FROM ADVERTISER			
	PROOF OF PAYMENT			
INVOICE				

EXHIBIT B

IWWF World Wakeboard Championships
Lake David Park | Groveland, FL
October 28-November 8, 2027

Draft Budget

Revenues	**Budget**
TDC Support/Grant	$150,000.00
Total Revenue	**$150,000.00**

Expenses	
Bid Fee	$150,000.00
Total Expenses	**$150,000.00**
Total Profit/(Loss)	**$0.00**

IWWF World Wakeboard
Lake David Park | Groveland, FL
October 28-November 8, 2027

Draft Schedule

28-Oct	Official Practice
29-Oct	Official Practice
30-Oct	Official Practice
31-Oct	Official Practice
1-Nov	Competition
2-Nov	Competition
3-Nov	Competition
4-Nov	Competition
5-Nov	Competition
6-Nov	Competition
7-Nov	Competition
8-Nov	Breakdown

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

DATE: 06/16/2026 **MEETING DATE:** 7/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 43013
BY: Michelle Wilkinson, Office of Real Estate Services Director
SUBJECT: Real Estate Purchase and Sale Agreement for Property for the Eustis EMS Ambulance Station

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of the Real Estate Purchase and Sales Agreement for Property with Finlayson Family, LLC, for the Eustis EMS Ambulance Station located at 801 North Bay Street, in Eustis (a/k/a Alternate Key 1197414); and
2. Of a budget transfer in the amount of $100,000 from Rentals and Leases to Buildings; and
3. To authorize the Chairman to execute any necessary closing documents.

This fiscal impact is $1,019,114.50 plus any closing costs (expenditure). Commission District 3.

BACKGROUND SUMMARY: Lake County (County) has been leasing commercial lease space since 2004, located at 702 South Grove Street, in Eustis, that contains 950 sq. ft for Medic-23 (previously EMS Station 141). In December 2025, the Landlord sold the Grove Street property and provided written notice of termination of the lease and requested the County to vacate by July 21, 2026.

The County has been searching for an permanent location for many years in this area. However, staff were unsuccessful until the subject property became available. The property is located at 801 North Bay Street in Eustis, and was used as a medical professional building. It contains 3,158 sq. ft and sits on approximately .517 acres. The property was originally listed for $855,000 and parties were able to negotiate a purchase price of $785,000, with the property appraising at $789,500.

Due to the previous medical use, the County will be required to make the following improvements totaling $234,114.50:

$ 13,530.00	Landscaping/Tree & Vegetation Removal (Removal of Hazards and for Parking Lot Alterations)
$ 9,394.50	Parking Lot Modifications (Sealing/Striping/Wheelstops)
$ 83,440.00	Fire Suppression (Required per Code for Use as a 24-Hour Ambulance Station/Overnight Lodging)
$113,750.00	Interior Building Modifications (Modify Medical Offices/Restrooms to

Showers + Electrical to Charge Ambulances + AC Maintenance)
$ 14,000.00 Building Improvements (Exterior + Electrical to Charge Ambulance + AC Maintenance)

The purchase price plus improvements bring the total costs to $1,019,114.50 plus closing costs. After the building improvements have been completed, this facility can accommodate the placement of multiple ambulances and an EMS Supervisor. Staff recommends approval of the Purchase Agreement, as this represents a vital need for the citizens of Lake County.

Fiscal Impact: The fiscal impact is $1,019,114.50 plus any closing costs (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Emergency Medical Services	1350	2445200	860620		$1,019,114.50

Advertised Date: Paper:

Attachments:

1.	Purchase Agreement_05-08-26-Fully Executed
2.	BUA for Agenda Item 43013

STAFF APPROVALS AND DATES:

Michelle Wilkinson	Created/Initiated - 06/16/2026
Rachel Grant	Approved - 06/17/2026
Jessica Zimmerman	Approved - 06/18/2026
David Kilbury	Approved - 06/22/2026
Miranda Lanoue	Approved - 06/23/2026
Thomas Carpenter	Approved - 06/23/2026
Ron Falanga	Approved - 06/23/2026
Kandace Pourbaix	Approved - 06/23/2026
Miranda Lanoue	Approved - 06/23/2026
Jaime Stewart	Approved - 06/26/2026
Melanie Marsh	Approved - 06/26/2026
Jennifer Barker	Approved - 07/02/2026
Marisol Saldana	Final Approval - 07/06/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Authentisign ID: 9D58A955-7F49-F111-8EF3-000D3A1E5FED

REAL ESTATE PURCHASE AND SALES AGREEMENT FOR PROPERTY FOR THE EUSTIS EMS SUBSTATION

THE UNDERSIGNED, FINLAYSON FAMILY, LLC, a Florida Limited Liability Company, herein, after the "Seller", whose address for notices is 20019 Bill Collins Road, Eustis, Florida 32736, agrees to sell and **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address for notices is P.O. Box 7800, Tavares, Florida 32778-7800, hereinafter the "Purchaser", agrees to buy that tract of land together with any fixtures, improvements, equipment, appurtenances, development rights, now in or on the Premises, as more particularly described on **Exhibit "A"**, attached hereto and made a part hereof (hereinafter the "Premises"). Seller and Purchaser may also be referred to herein each as a "Party" and collectively as the "Parties".

1. PURCHASE PRICE. The purchase price for the Premises is Seven Hundred and Eighty-Five Thousand Dollars and 00/100 (**$785,000.00**). The purchase price, subject to the adjustments and prorations provided for herein, shall be paid by County Check.

2. GOOD FAITH ESCROW DEPOSIT.

A. No later than ten (10) days after the Effective Date (as defined elsewhere herein), Purchaser shall deliver to the Closing Agent the sum of **$10,000.00** (the "Initial Deposit") as an initial good faith escrow deposit. The Initial Deposit together with all Extension Deposits (as defined elsewhere herein) shall be collectively referred to as the "Escrowed Funds".

B. Closing Agent shall hold the Escrowed Funds in an IOTA account, as defined by Rule 5-1.1(g)(1)(C) of the Rules Regulating The Florida Bar, until the earlier occurrence of (i) the Closing Date, at which time the Escrowed Funds shall be applied toward the Purchase Price, or (ii) the date on which Closing Agent shall otherwise be authorized to disburse the Escrowed Funds in accordance with this Agreement.

C. If Closing Agent is in doubt as to its duties or liabilities hereunder, then Closing Agent may, at its option, (1) continue to hold the Escrowed Funds in escrow until the Parties mutually agree as to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the Parties, or (2) deposit the Escrowed Funds with the Clerk of the Circuit Court having jurisdiction over the dispute, and upon notifying the Parties of such delivery to the Clerk of the Circuit Court, all liability on the part of the Closing Agent shall fully terminate, except for accounting of all monies advanced from escrow. Any lawsuit between Purchaser and Seller wherein Closing Agent is made a party because of acting as escrow agent hereunder, or in any lawsuit wherein Closing Agent interpleads the Escrowed Funds, Closing Agent shall recover its reasonable attorney's fees and costs incurred with said fees and costs to be paid from and out of the Escrowed Funds and charged and awarded as court costs in favor of the prevailing Party. Purchaser and Seller hereby agree that Closing Agent shall not be liable to any party or person for misdelivery to Purchaser or Seller of the Escrowed Funds

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unless such misdelivery is due to Closing Agent's willful breach of this Agreement or gross negligence.

3. TITLE. Seller represents that it is the owner in fee simple of the Premises and that it is authorized to execute and deliver this Agreement. Seller agrees to convey good, marketable, and insurable title to the Premises by Statutory Warranty Deed (free of all rights of election, dower, curtesy, homestead, spouses and other rights) and subject only to easements, rights-of-way, licenses, liens, encumbrances, and subdivision restrictions. It is the intention of the parties to this Agreement that the Premises to be conveyed shall include all rights, benefits, rights-of-way, privileges, and appurtenances in any way appertaining to the Premises and/or the entire tract of which said Premises is a part, including but not limited to any right, title, and interest of Seller in and to adjacent public roadways or public alleys.

4. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE/DUE DILIGENCE PERIOD. It is understood and agreed that Purchaser's sole reason in entering into this Agreement is for the Premises to be used as an Emergency Medical Service (EMS) Substation ("Intended Use"), and that Purchaser would be unable to use and enjoy the Premises for any other purpose. Therefore, it is agreed that Purchaser's obligations hereunder shall be subject to the following conditions and provisions for Purchaser's benefit, any of which may be waived by Purchaser, and Seller agrees to provide Purchaser with such assistance as may be reasonably required to satisfy these conditions:

A. The receipt by Purchaser of reports from engineering and environmental tests and investigations, ordered at Purchaser's expense, indicating that the Premises are free from contamination and suitable, in Purchaser's sole judgment, for Purchaser's intended use.

B. The receipt by Purchaser of engineering and other inspections and investigations, ordered at Purchaser's expense, indicating that all improvements, appurtenances, and equipment on the Premises are in good operating condition and repair and are suitable, in Purchaser's sole judgment, for Purchaser's intended use, all of which shall be on the Closing Date as hereafter defined, in the same condition as existed on the date of Purchaser's execution of this Agreement, ordinary wear and tear only excepted.

C. Purchaser's obtaining, at Purchaser's cost and expense, at its option, all necessary permits, licenses, permissions, or other governmental authorizations required by the City of Eustis to operate a facility for Purchaser's Intended Use, including any necessary CUP amendments, zoning clearance, and/or required permits. Seller agrees to execute any necessary documents to facilitate the Purchaser's Intended Use.

Authentisign ID: 9D58A955-7F49-F111-8EF3-000D3A1E5FED

D. The absence of all restrictions including, but not limited to, deed restrictions, protective covenants, and zoning ordinances which would prevent Purchaser from using the Premises for its intended use.

E. The receipt by Purchaser, at Purchaser's cost and expense, of the approval from the appropriate governmental authority of the necessary zoning of the Premises for Purchaser's intended use.

F. The receipt by Purchaser, at Purchaser's cost and expense, of an appraisal supporting the purchase price contained in Section 1 herein.

G. The receipt by Purchaser of a standard ALTA title insurance commitment issued by the Closing Agent for the amount of the purchase price. Purchaser shall notify Seller of any objection to the condition of title indicated by the commitment and Seller shall have thirty (30) days from receipt of such notice to eliminate Purchaser's objection.

H. The receipt by Purchaser of an accurate, complete, and certified survey ordered at Purchaser's expense. Purchaser shall notify Seller of its objection to any matter disclosed by such survey and Seller shall have thirty (30) days from receipt of such notice to eliminate Purchaser's objections.

I. Approval by the Lake County Board of County Commissioners of this Agreement.

If any conditions stated above cannot be satisfied within one hundred and twenty days (120) days after the Effective Date (the "Due Diligence Period"), then Purchaser shall have the option to terminate this Agreement by delivering written notification thereof to Seller prior to the expiration of the Due Diligence Period, in which event this Agreement shall be deemed null and void and Closing Agent shall return the Initial Deposit to Purchaser within ten (10) days after receiving written notice from Purchaser of such termination.

Purchaser shall be entitled to extend the Due Diligence Period for two (2) successive periods of thirty (30) days each by delivering to Closing Agent (a) on or before the then current expiration date of the Due Diligence Period, written notice of Purchaser's intent to extend (each an "Extension Notice"), and (b) an additional deposit of **$3,500.00** for each such extension (each an "Extension Deposit"). Notwithstanding anything contained herein to the contrary, each Extension Deposit shall be fully non-refundable upon delivery of the corresponding Extension Notice to Closing Agent (except in the event of a Seller default) and applied toward the Purchase Price at closing.

Authentisign ID: 9D58A955-7F49-F111-8EF3-000D3A1E5FED

If Purchaser fails to notify Seller that Purchaser is exercising its option to terminate by the expiration of the Due Diligence Period, then Purchaser shall be deemed to have waived all conditions precedent and the Parties shall proceed to closing.

In the event that Purchaser has not made a good faith effort to satisfy the conditions set forth above within the Due Diligence Period after the Effective Date, Seller may declare Purchaser in Default and terminate this Agreement. Upon declaring Purchaser in Default, Seller is entitled to those remedies set forth in Section 7 of this Agreement. Notice of Default shall be given to Purchaser in accordance with Section 10 of this Agreement.

5. RIGHT OF ENTRY. The Seller hereby grants Purchaser and Purchaser's agents the right to enter upon the Premises at all reasonable times after the Effective Date to make surveys, measurements, soil test borings, and other engineering and environmental tests and investigations (collectively the "Investigations"). All costs related to the Investigations shall be borne by Purchaser. Purchaser agrees to give Seller reasonable notice whenever possible of the dates and times that Purchaser and Purchaser's agents will be entering the Premises to conduct the Investigations. If Purchaser elects to terminate this Agreement or defaults hereunder, then Purchaser shall (i) repair any damage to the Property caused by the Investigations and restore the Property to a condition at least as good as it existed as of the Effective Date, and (ii) deliver and assign (to the extent so assignable) to Seller all reports, summaries, surveys, and other documents prepared by or on behalf of Purchaser related to the Investigations. This paragraph shall survive the termination of this Agreement.

6. TAXES, ASSESSMENTS AND MECHANICS' LIENS. General real estate taxes and personal property taxes for the current year shall be prorated as of the date of closing. If the amount of taxes due for the current year is not yet published, then the proration shall be based on the most recent tax rate and Seller agrees that, at Purchaser's request, taxes shall be re-prorated after the current year's tax bill has been received. If the tax bill for the current year is already published and the amount of the taxes due is known, then the taxes shall be paid at or before the closing. If the tax bill for the current year is not yet published but is expected to be published within thirty (30) days after the closing date, then an estimated amount for taxes, as reasonably determined by Purchaser, shall be paid to the Closing Agent by the Seller. All unpaid installments of special assessments against the Premises shall be paid by Seller in full.

7. DEFAULT.

A. **Purchaser's Default**. Except in the event Purchaser is not ready, willing, and able to fully consummate the transaction contemplated by this Agreement on the Closing Date, Purchaser shall have thirty (30) days after receipt of written notice from Seller to cure a default hereunder. In the event of a default by Purchaser under the terms

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of this Agreement that is not timely cured by Purchaser (if such right to cure applies), Closing Agent shall disburse the Escrowed Funds to Seller, and Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Escrowed Funds as full liquidated damages for such default of Purchaser, whereupon this Agreement shall terminate and the Parties shall have no further rights or obligations hereunder, except for those that expressly survive any such termination; provided, however, that Seller shall also be entitled to seek actual damages in excess of the Escrowed Funds in the event Purchaser fails to restore the Premises in accordance with Paragraph 5. The foregoing provision shall not limit the right of Seller to recovery of costs and attorneys' fees in the event of litigation arising out of this Agreement, whether such litigation concerns the Escrowed Funds or otherwise. It is hereby agreed that Seller's damages in the event of a default by Purchaser hereunder are uncertain and difficult to ascertain, and that the Escrowed Funds constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages. Purchaser covenants not to bring any action or suit challenging the amount of liquidated damages provided hereunder in the event of Purchaser's default. Notwithstanding anything to the contrary contained herein, this provision shall in no way affect or impair Seller's right to recover damages under any indemnity given by Purchaser in favor of Seller under this Agreement. This provision shall survive the closing or termination of this Agreement.

B. Seller's Default. In the event of a default by Seller under the terms of this Agreement, Purchaser may (i) terminate this Agreement and receive a refund of the Escrowed Funds from Closing Agent (or, to the extent previously disbursed to Seller, from Seller) or (ii) seek specific performance of Seller's obligations under this Agreement. This provision shall survive the closing or termination of this Agreement.

8. SELLER'S WARRANTIES. Seller covenants, warrants and represents to Purchaser that Seller has no notice or knowledge of any of the following:

A. Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Premises;

B. Government agency or court order requiring repair, alteration, or correction of any existing condition in, on, under, or about the Premises;

C. Pending condemnation proceedings which will affect Purchaser's intended use and enjoyment of the Premises;

D. Conditions or circumstances in, on, under, or about adjacent or nearby lands which would adversely affect Purchaser's use or enjoyment of the Premises;

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E. Defect of material significance in, on, or about the Premises, including inadequacy for normal use of sanitary disposal systems and well and/or unsafe well water according to state standards;

F. That the Premises are not in compliance with all present laws, statutes, ordinances, orders, codes, rules and regulations of all federal, state, and local governments, departments, commissions, agencies and boards; and

G. That any pollutant or contaminant exists in, on, or under the Premises (or to the best knowledge of Seller in, on, or under any property adjacent to the Premises) in amounts that will, or may reasonably be anticipated to, adversely affect human health or the environment or the presence of which is or will be in violation of any state, federal, or municipal laws or which, under applicable state, federal, or municipal laws, would be required to be removed or otherwise remedied upon notification to the governmental agency having jurisdiction.

9. CLOSING. The Closing Agent shall be Bowen Schroth PA, located at 1330 Citizens Boulevard, Suite 404, Leesburg, Florida 34748. Closing shall take place in escrow according to the general provisions of escrow closing then in use by Closing Agent thirty (30) days after the satisfaction or waiver of the Due Diligence Period in Section 4 above (the "Closing Date"). Closing shall be held at the offices of the Closing Agent or such other place as may be agreed to by the parties. The Closing Agent's charges for such escrow closing (closing fee) shall be paid by the Seller. Seller shall pay the cost of the premium for an Owner's Title Insurance policy and for the initial title commitment and update. The cost of any transfer taxes, transfer tax stamps, or any other excise or other taxes or fees levied in connection with the sale, purchase, or transfer of title to the Premises shall be borne by the non-exempt party in accordance with Chapter 201, Florida Statutes. Seller shall be responsible for all costs and expenses associated with transferring marketable title to the Purchaser, including owner's title policy, policy premiums, documentary stamps, and any fees charged by a mortgage company for a full or partial release. Purchaser shall be responsible for the cost of recording the deed. On the Closing Date the Seller shall deliver to Purchaser:

A. Duly executed Statutory Warranty Deed, as described herein;

B. Possession of the Premises;

C. Duly executed affidavit of Seller stating under penalty of perjury the Seller's U.S. Taxpayer Identification Number, and that the Seller is not a "foreign person" within the meaning of the Internal Revenue Code for the purposes of substantiating exemption from the withholding provisions of the Tax Reform Act of 1984. Seller acknowledges that Seller's failure to furnish such affidavit shall require Purchaser to withhold from the purchase price an amount required by the Code and such withheld amount shall be

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deemed to be a portion of the purchase price paid to Seller for purposes of this Agreement;

D. Instruments in form and substance satisfactory to Purchaser and the Closing Agent evidencing the status, capacity, and authority of Seller and its representatives to consummate the transaction contemplated by this Agreement; and

E. Duly executed affidavit of Seller to the effect that (i) there have been no improvements, alterations, or repairs to the Premises for which the costs thereof remain unpaid, (ii) there are no mechanics', material men's, or laborers' liens against the Premises and (iii) there are no violations of municipal ordinances pertaining to the Premises.

F. The Seller shall make a public disclosure, in writing, under oath, and subject to the penalties prescribed for perjury, stating Seller's name and address and the name and address of every person having a beneficial interest in the Premises, however small or minimal, pursuant to section 286.23, Florida Statutes, substantially similar to **Exhibit B**, attached hereto and incorporated herein. Such disclosure shall be made at least ten (10) days prior to the time of closing.

10. NOTICES. All notices required or permitted by this Agreement shall be in writing, signed by the party serving the notice, and sent to the appropriate address shown on Page 1 hereof, or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Such notices shall be sent by hand delivery, prepaid by certified mail, or via air courier service and shall be deemed given when actually delivered. Notices not given in the manner or within the time limits set forth in this Agreement shall be of no effect and may be disregarded by the party to whom they are directed.

11. GENERAL CONDITIONS.

A. This Agreement constitutes the sole and entire agreement between the parties regarding the purchase and sale of the land described herein. No representation, warranty, promises or inducement not included in this Agreement shall be binding upon any party.

B. The warranties, representations, and agreements contained in this Agreement shall survive the closing and delivery of the deed.

C. This Agreement may be amended, altered, or modified only by written agreement between the parties executed with the same formalities and of equal dignity herewith.

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D. Purchaser and Seller each represent and warrant to the other that no real estate broker or agent, other than Saunders Commercial and Trish Leisner (collectively "Seller's Broker"), are entitled to any commission or fee with respect to the transaction contemplated by this Agreement. Seller shall be solely responsible for paying compensation to Seller's Broker pursuant to a separate agreement by and among Seller and Seller's Broker. Purchaser and Seller shall indemnify and hold each other harmless from and against all claims for compensation related to this Agreement made by any real estate broker or agent other than Seller's Broker.

E. This offer shall be null and void if not executed by both parties on or before **May 15, 2026.**

F. This Agreement shall be deemed executed as of the date on which it is executed by Seller and Purchaser and a fully executed copy has been delivered to all Parties ("Effective Date").

G. Purchaser acknowledges and understands that the law firm of Bowen|Schroth, P.A. represents the interests of Seller and not Purchaser. Purchaser hereby agrees they have not and will not rely on any statements, or representations made by the law firm of Bowen|Schroth, P.A. or any of its shareholders or employees with regard to Purchaser's decisions to enter into this Agreement, consummate and close the transactions contemplated thereby, or execute any documents related to such consummation and closing. In addition to the foregoing, Purchaser hereby waives any objection it now has or may have in the future concerning the law firm of Bowen|Schroth, P.A. serving as escrow agent, Closing Agent, and as legal counsel for Seller, including, without limitation, in the event a dispute between Seller and Purchaser arises concerning the Escrowed Funds.

H. If either Party institutes any action or proceeding to enforce any provisions of this Agreement, or any action for damages or in equity by reason of an alleged breach of this Agreement, then the prevailing Party in such action or proceeding shall be entitled to receive from the non-prevailing Party such amount as the court may award as reasonable attorney's fees, together with actual costs and expenses incurred by the prevailing Party and related thereto.

I. This Agreement shall be binding and inure to the benefit of the Parties and their respective heirs, beneficiaries, devisees, personal representatives, successors, and assigns.

J. Time is of the essence as to all dates, deadlines, and timeframes described herein. If any date described herein shall fall on a date that is a weekend or U.S. federal holiday, as described in 5 U.S.C. § 6103(a), then such date shall automatically be extended until the next day that is not a weekend or U.S. federal holiday.

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K. This Agreement shall be governed by, and construed under, the laws of the State of Florida. Venue for any legal action or proceeding in connection herewith shall be the state courts serving Lake County, Florida.

L. This Agreement may be executed in counterparts by the Parties. It is not necessary that the signatures of the Parties appear on the same counterpart or counterparts. All counterparts shall collectively constitute a single agreement. Executed counterparts of this Agreement may be delivered by email transmission. The Parties intend that emailed signatures constitute original signatures and that an email-transmitted Agreement containing signatures of the Parties shall be binding on the Parties having signed such email-transmitted Agreement. The Parties agree that the Uniform Electronic Transactions Act shall be applicable and enforceable as to such execution and delivery.

M. Seller and Purchaser each represent and agree (1) they have read and fully understand the terms of this Agreement, (2) they are fully competent to enter into this Agreement, (3) they are executing this Agreement voluntarily and free of any undue influence, duress, or coercion, (4) they have had the advice of independent legal counsel or waived such right, and (5) they have not relied on the advice of legal counsel for the other Party in determining whether to enter into this Agreement

SELLER:

FINLAYSON FAMILY, LLC

By: _____
William D. Finlayson, III, Co-Manager

By: Authentisign Ella C. Finlayson, Co-Manager 05/06/26
Ella C. Finlayson, Co-Manager

This 6 day of May, 2026.

Authentisign ID: 9D58A955-7F49-F111-8EF3-000D3A1E5FED

PURCHASER

LAKE COUNTY, a political subdivision of the State of Florida

Jennifer Barker

JENNIFER BARKER
County Manager

This 8 day of May, 2026.

Approved as to form and legality:

MMarsh 5/8/26

MELANIE MARSH, County Attorney

Authentisign ID: 9D58A955-7F49-F111-8EF3-000D3A1E5FED

EXHIBIT A

LOT 8 BLOCK "B" NORTH SHORE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 64 PUBLIC RECORDS OF LAKE COUNTY FLORIDA TOGETHER WITH LOT 1, BLOCK B ACCORDING TO THE REVISED PLAT OF NORTHSHORE SUBDIVISION, RECORDED IN PLAT BOOK 5, PAGE 64 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

ALSO, THAT PART OF LOT 2 BLOCK B, ACCORDING TO THE ABOVE DESCRIBED PLAT, DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF LOT 8 SAID BLOCK B (SAID CORNER BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WILT AVENUE AND THE EAST RIGHT-OF-WAY LINE OF BAY STREET) RUN THENCE NORTH ALONG THE EAST RIGHT-OF-WAY OF BAY STREET 158 68 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 87° 37' 37" EAST 151 40 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2 THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID LOT 2 THENCE WEST ALONG THE SOUTH LINE OF SAID LOT TO THE EAST RIGHT-OF -WAY LINE OF BAY STREET, THENCE NORTH ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING

a/k/a Alternate Key 1197414



Authentisign ID: 9D58A955-7F49-F111-8EF3-000D3A1E5FED

EXHIBIT B

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

Before me, the undersigned authority, personally appeared William D. Finlayson III ("Affiant"), this 6th day of MAY, 2026, who, first being duly sworn, deposes and says:

That Affiant is the MANAGER LLC of Finlayson Family, LLC, a Florida Limited Liability Company, on behalf of the company as "Seller", whose address is 20019 Bill Collins Road, Eustis, Florida 32736, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the real property described in **Exhibit A**, attached hereto and incorporated herein. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

Name	Address	Interest
William D. Finlayson III	20019 Bill Collins Rd Eustis, FL 32736	MGR
Ella C. Finlayson		MGR

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

Affiant

William D. Finlayson III

State of Florida
County of Lake

SWORN TO and subscribed before me by means of ✓ physical presence or __ online notarization, this 6 day of May, 2026, by William D. Finlayson III, who is personally known to me or ✓ who produced Drivers License as identification.

Notary Public State of Florida
Anakaren Galvan-Rodriguez
My Commission HH 649707
Expires 4/7/2029

Anakaren Galvan

Notary Public (Signature)
Print Name: Anakaren Galvan
My Commission Expires: 4/7/2029

Authentisign ID: 9D58A955-7F49-F111-8EF3-000D3A1E5FED

EXHIBIT A

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ALSO, THAT PART OF LOT 2 BLOCK B, ACCORDING TO THE ABOVE DESCRIBED PLAT DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF LOT 8 SAID BLOCK B (SAID CORNER BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WILT AVENUE AND THE EAST RIGHT-OF-WAY LINE OF BAY STREET) RUN THENCE NORTH ALONG THE EAST RIGHT-OF-WAY OF BAY STREET 158 68 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 87° 37' 37" EAST 151 40 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2 THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID LOT 2 THENCE WEST ALONG THE SOUTH LINE OF SAID LOT TO THE EAST RIGHT-OF-WAY LINE OF BAY STREET, THENCE NORTH ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING

a/k/a Alternate Key 1197414



Budget Adjustment

Agenda Item #: **43013**

Line	Org	Object	Project	Account Description	Increase	Decrease
1	3522300	830440		Rentals and Leases	-	100,000.00
2	2445200	860620		Buildings	100,000.00	-
					100,000.00	**100,000.00**

Description:

Budget transfer from Rentals and Leases to Buildings for the purhcase of 801 North Bay Street in Eustis for the Eustis Ambulance Station.

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

DATE: 07/06/2026
MEETING DATE: 7/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 43074
Melanie Marsh, County Attorney
Thomas Carpenter, Assistant County Manager
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Interlocal Agreement for Villages Public Safety Department Special Assessment Funding

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval and execution of an Interlocal Agreement for Villages Public Safety Department Special Assessment Funding. There is no fiscal impact.

BACKGROUND SUMMARY: In 2003, the Board of County Commissioners (Board) designated a geographic area of the County as the "Villages Fire District" pursuant to the *Agreement between Lake County, Florida, the Town of Lady Lake and Village Center Community Development District (VCCDD) relating to Provision of Fire Services* dated May 27, 2003. On June 23, 2026, the Board adopted Resolution No. 2026-76 relating to the provision of Fire Services, Facilities, and Programs throughout a portion of the unincorporated area of Lake County, and throughout the incorporated areas of the Towns of Astatula, Howey-in-the-Hills, Fruitland Park, Montverde, Lady Lake, and the City of Mascotte.

The VCCDD, Town of Lady Lake, and City of Fruitland Park have proposed this Interlocal Agreement for the Villages Public Safety Department Special Assessment Funding to combine the three separately administered assessments into a single County-administered assessment beginning in Fiscal Year 2026-2027 and the County is willing to expand the Villages Fire District to encompass the portions of Lady Lake and Fruitland Park. The VCCDD agrees that the obligations outlined in the Agreement for Lake County, the Town of Lady Lake, and the City of Fruitland Park will satisfy their proportionate shares of the Villages Public Safety Department through this Interlocal Agreement.

Kenny Blocker, VCCDD District Manager, gave a presentation to the Board on March 24, 2026. The Board voted to move forward with consolidating the fire assessment. The Interlocal will be considered by the Town of Lady Lake on July 6, 2026. The Village Center CDD will consider the Interlocal on July 8, 2026. The Interlocal will be considered by the City of Fruitland Park on July 9, 2026.

Fiscal Impact: There is no fiscal impact.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Interlocal Agreement for Villages Public Safety Department Special Assessment Funding_NOT SIGNED
2.	FY 2027 Initial Fire Assessment Resolution 2026-76

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 07/06/2026
Melanie Marsh	Approved - 07/07/2026
Jessica Zimmerman	Approved - 07/09/2026
David Kilbury	Approved - 07/09/2026
Miranda Lanoue	Approved - 07/09/2026
John Simpson	Approved - 07/09/2026
Thomas Carpenter	Approved - 07/09/2026
Jaime Stewart	Approved - 07/09/2026
Melanie Marsh	Approved - 07/09/2026
Jennifer Barker	Approved - 07/09/2026
Marisol Saldana	Final Approval - 07/09/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

INTERLOCAL AGREEMENT
FOR
VILLAGES PUBLIC SAFETY DEPARTMENT
SPECIAL ASSESSMENT FUNDING

This Interlocal Agreement for Villages Public Safety Department Special Assessment Funding (the "Agreement") is entered into to be effective as of October 1, 2026 by and between Village Center Community Development District, a local unit of special-purpose government organized pursuant to Chapter 190, Florida Statutes (the "District"), Lake County, Florida, a political subdivision of the state of Florida (the "County"), the Town of Lady Lake (the "Town"), and the City of Fruitland Park (the "City"),

WHEREAS, The District operates the Villages Public Safety Department ("VPSD") to provide fire protection services in a territory covering the Lake and Sumter County portions of the community known as The Villages; and

WHEREAS, VPSD operates outside the boundaries of the District with the consent of the applicable local general-purpose governments,

WHEREAS, the VPSD service territory includes (1) portions of unincorporated Lake County pursuant to consent in the County Interlocal, (2) portions of incorporated Lady Lake pursuant to consent in the Town Interlocal, and (3) portions of incorporated Fruitland Park pursuant to consent in the City Interlocal; and

WHEREAS, the Interlocals provide for the County, Town and City to each contribute a proportionate share of the VPSD service cost; and

WHEREAS, the County, Town and City have each raised funds for their proportionate share by imposing separate special assessments on assessable, nonexempt properties that receive the special benefit derived from VPSD fire service; and

WHEREAS, the special assessments imposed by the County, Town and City for fiscal year 2025-2026 were consistent with the Methodology Report (as defined hereinafter) and were each collected using the Uniform Method (as defined hereinafter); and

WHEREAS, the County, Town, and City each intend to continue funding VPSD service with special assessments imposed on parcels in their respective boundaries consistent with the Methodology Report and collected using the Uniform Method; and

WHEREAS, the Methodology Report establishes a fair and reasonable apportionment of the cost of VPSD service; and

WHEREAS, since they all intend to use identical methods of assessment and collection, the County, Town, and City desire to save taxpayer time and money by combining their three separately administered assessments into a single County-administered assessment, 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; and

WHEREAS, the County has exercised its home rule power pursuant to Article VIII, Section 1(f) of the Florida Constitution and Section 125.01, Florida Statutes, to levy, collect, and enforce non-ad valorem assessments upon real property specially benefitted by fire protection service for fiscal year 2025/2026 and prior years by subjecting various geographic areas of the County, both within and without the limits of several municipalities, to special assessments; the unincorporated geographic area served by VPSD is referred to by the County as the "Villages Fire District" and is subject to assessments imposed consistent with the Methodology Report to pay the County's proportionate share of VPSD cost as required by the County Interlocal;

WHEREAS, the County is willing to expand Villages Fire District for fiscal year 2026/2027 and subsequent years to encompass the portions of the Town and the City served by VPSD, where Town and City assessments have been imposed for fiscal year 2025/2026 and prior years to pay the Town's and City's proportionate share of VPSD cost as required by the Town Interlocal and City Interlocal;

WHEREAS, the District agrees that the County, Town and City obligations under the Interlocals to contribute their proportionate shares of the VPSD cost will be satisfied through the arrangement contemplated herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows,

Section 1. Recitals. The recitals above are true and are incorporated herein by reference.

Section 2. Effective Date. This Agreement shall be effective upon execution and shall govern the relationship of the parties with respect to the subject matter hereof for VPSD fiscal years 2026/2027 through 2028/2029. Thereafter, the Agreement shall automatically renew and continue for periods of one fiscal year unless a party provides, by December 1 prior to the beginning of the renewal year, notice of its intention not to renew.

Section 3. Definitions. Capitalized terms used herein shall have the meanings ascribed to them as follows:

a. "City Interlocal" means that certain *Interlocal Agreement Between City of Fruitland Park, Florida and Village Center Community Development District* dated June 12, 2014, as amended.[1]

b. "County Interlocal" means that certain *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, as amended.[2]

c. "Interlocals" means, collectively, the City Interlocal, County Interlocal, and Town Interlocal.

d. "Methodology Report," means 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 prepared by PFM Financial Advisors LLC. A copy of the Methodology Report is attached hereto as Exhibit "A" and incorporated herein by reference.

e. "Town Interlocal" means that certain *Interlocal Governmental Agreement for Fire Protection Services* dated April 18, 2022.[3]

[1] The City Interlocal consenting to District fire protection service has a term of ninety-nine (99) years. The most recent amendment of the City Interlocal is dated September 10, 2025 and established the City's proportionate share of the VPSD cost through Fiscal Year 2028/2029.

[2] The most recent amendment of the County Interlocal is dated August 24, 2010, and provides for continuing one (1) year renewal terms. The agreement provides for the County's proportionate share of the VPSD cost to be determined through an annual budget process.

[3] The Town Interlocal has a term continuing through September 30, 2030. The agreement provides for the Town's proportionate share of the VPSD cost to be determined through an annual budget process.

f. "Uniform Method" means the uniform method for the levy, collection, and enforcement of non-ad valorem assessments authorized by Section 197.3632, Florida Statutes.

Section 4. Municipal Request and Consent.

a. The Town, through its Town Commission, has determined that the inclusion of certain incorporated area of the Town within the County's Villages Fire District assessment area for the purpose of funding the Town's proportionate share of the VPSD cost is in the best interest of the owners of the property within the assessment area and in the best interest of the Town. Accordingly, the Town requests and consents to the inclusion of the properties in the VPSD service territory in the County's Villages Fire District Assessment Area, subject to the terms set forth herein. The area subject to this consent has been referred to for fiscal year 2025/2026 and prior years as the Town's Villages Fire Protection Special Assessment District. The Town will set its own Villages Fire Protection Special Assessment District assessment to zero for so long as the County is collecting the Town's proportionate share of the VPSD cost.

b. The City, through its City Commission, has determined that the inclusion of certain incorporated area of the City within the County's Villages Fire District assessment area for the purpose of funding the City's proportionate share of the VPSD cost is in the best interest of the owners of the property within the assessment area and in the best interest of the City. Accordingly, the City requests and consents to the inclusion of the properties in the VPSD service territory in the County's Villages Fire District Assessment Area, subject to the terms set forth herein. The area subject to this consent has been referred to for fiscal year 2025/2026 and prior years as the City's Villages of Fruitland Park Benefit Area. The City will set its own Villages of Fruitland Park Benefit Area assessment to zero for so long as the County is collecting the City's proportionate share of the VPSD cost.

c. The consent set forth in subsections (a) and (b) above shall be deemed given in advance for each fiscal year hereafter and shall be automatically renewed for each succeeding fiscal year unless such request and consent is subsequently withdrawn by non-renewal or termination of this agreement as provided herein. Request and consent shall be irrevocable for any fiscal year in which the subject assessments are levied by the County in the Town or City, as applicable.

Section 5. County Special Assessment

a. The County agrees to expand the area covered by its existing Villages Fire District assessment to include the properties in the Town and the City that are within the VPSD service territory. The County will impose a special assessment in accordance with the Methodology Report, as the same may be updated or supplemented from time to time, in the expanded Villages Fire District. The County will pay to the District all special assessment funds as provided in the County Interlocal. As provided in the County Interlocal, the County shall pay to the District only the net amount of special assessments collected after applicable discounts. The County shall not be responsible to pay over any assessments that the County does not actually receive. The County's payment of the funds shall discharge the corresponding Town and City payment obligation in the Town Interlocal and the City Interlocal. Through Fiscal year 2028/2029, the Methodology Report provides for a residential special assessment of $320.71 per home.

b. The County agrees that the assessments in the Villages Fire District will be consistent with the Methodology Report.

Section 6. Methodology.

a. The District represents that the Methodology Report (1) has been prepared by a qualified consultant with substantial experience in matters relating to local government special assessments, (2) has determined that the property assessed derives a special benefit from the fire service provided using the proceeds of the assessment, and (3) has determined that the methodology of assessment described there in fairly and reasonably apportions the cost of the fire service among properties according to the benefits received. The Methodology Report is incorporated herein by reference.

b. Special assessments collected by the County pursuant to this Agreement will be used by the District only for fire protection services and such first-response medical aid provided by firefighters as part of their normal duties, and shall not be used to fund emergency medical services (EMS) or medical transport or any other programs not directly associated with the provision of fire protection services. The District will use revenues from sources other than special assessments to cover costs of EMS, medical transport, and service outside the Villages Fire District.

Section 7. Effect on Interlocals. The Interlocals are modified by this Agreement only to the extent necessary to give effect hereto. All remaining provisions of the Interlocals not expressly amended by this Agreement shall remain in full force and effect. Provisions in the Interlocals that relate to use, application, refund, repayment or otherwise affect treatment of special assessment revenues shall be effective with respect to funds attributable to properties within the applicable jurisdiction.

Section 8. Miscellaneous.

a. Acknowledgment and Limited Indemnification. The County, Town and City enter into this Agreement at public meetings, after review and consideration of the Methodology Report, and after the reasonable opportunity of members of the public to be heard in connection with the proposition in accordance with Section 286.0114, F.S. By approving the adoption of this Agreement, the parties have each made a finding that the Methodology Report establishes a fair and reasonable apportionment of the cost of a service that provides a special benefit to the properties intended to be subject to special assessments. Notwithstanding the foregoing, the parties acknowledge that the County, and not the Town or City, will be the entity imposing assessments in the expanded Villages Fire District. To the extent allowed by law, the District agrees to indemnify and hold the County harmless for any liability the County may incur by reason of the expenditure by the District of County assessment funds for any purpose not allowed by law. Should any claim covered by the foregoing indemnity be asserted against the County, the County will notify the District promptly and give the District an opportunity to defend the same, and the County will extend reasonable cooperation to the District in connection with such defense. In the event the District fails to defend the same within a reasonable time as determined by the County, the County will be entitled to assume the defense thereof, and the District will be liable to repay the County for all of its expenses reasonably incurred in connection with the defense (including reasonable attorney's fees and settlement payments). In the event a judgment is entered against the County requiring a refund or repayment of any fire assessments that are the subject of this indemnity, the District shall be responsible to pay said refunds.

b. Governing Law, Venue. This Agreement shall be governed by the laws of the State of Florida. For any legal proceeding arising out of or relating to this Agreement, venue shall lie exclusively in the court of appropriate jurisdiction in and for Lake County, Florida.

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

COUNTY:

County Manager
315 W. Main Street
Tavares, FL 32778

With a copy to:

County Attorney
315 W. Main Street
Tavares, FL 32778

DISTRICT:

District Manager
Village Center CDD
3571 Kiessel Road
The Villages, FL 32163

With a copy to:

District Counsel
Stone & Gerken, P.A.
4850 N. Hwy 19A
Mount Dora, FL 32736

CITY

City Manager
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

With a copy to:

City Attorney
Anita Geraci

TOWN

Town Manager
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

With a copy to:

Town Attorney
Derek Schroth

d. Joinder. The parties agree that additional municipalities in Lake County may participate in this arrangement in order to pay their proportionate share of the VPSD cost by executing a joinder in a form reasonably acceptable to each party.

e. Third-Party Beneficiaries. This agreement has no third-party beneficiaries.

f. Time. Time is of the essence of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto 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; Town, through its Town Commission signing by and through its Mayor; City, through its City Commission signing by and through its Mayor; and District, signing by and through its Chair, each representative duly authorized to execute the same,

DISTRICT:

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

_____

By:_____
Kelly Flores, Chair

This ____ day of _____, 2026.

COUNTY:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

ATTEST:

By: _____
Leslie Campione, Chairman

This ____ day of _____, 2026.

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

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

TOWN:

TOWN OF LADY LAKE, FLORIDA

ATTEST:

By: _____
Ed Freeman , Mayor

_____
Kathleen Rosado, Town Clerk

This ____ day of _____, 2026.

Approved as to form and legality:

_____
Derek Schroth, Town Attorney

CITY:

CITY OF FRUITLAND PARK, FLORIDA

ATTEST:

By:_____
Chris Cheshire, Mayor

_____
Gwen Johns, City Clerk

This ____ day of _____, 2026.

Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

EXHIBIT "A"

COPY OF METHODOLOGY REPORT

THE VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT (VCCDD) FIRE/RESCUE SERVICE LAKE COUNTY ADDENDUM

Prepared for:
The Board of The Village Center Community Development District

Prepared on May 7, 2025

PFM Financial Advisors LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817

VCCDD - Fire/Rescue Lake County Addendum

- Village Center Community Development District ("VCCDD") operates the Villages Public Safety Department ("VPSD") to provide primary Fire/Rescue services to parts of Sumter County, Florida and Lake County, Florida.

Sumter Service Area, Funding and Methodology

- The service area in Sumter County (the "Sumter Service Area") is coextensive with the Villages Public Safety Department Dependent District ("VPSDDD") which covers certain unincorporated areas and part of the City of Wildwood.

- Currently, the principal source of funding for the VPSD Fire/Rescue services in the Sumter Service Area is the Fire/Rescue Special Assessment (the "Fire Assessment") imposed on benefitted properties and collected by VPSDDD. The VPSDDD Fire Assessment allocates the cost of service among properties using consistent apportionment methodology throughout the Sumter Service Area.

- In April / May 2024, the VPSDDD adopted the Fire Assessment schedule using a methodology based on the Villages Public Safety Department Dependent District Fire/Rescue Service Special Assessment Report prepared by PFM Financial Advisors, LLC ("PFM") dated March 6, 2024 (the "VPSDDD PFM Report"). The VPSDDD PFM Report identified the respective portion of the total VPSD budget allocable to the Sumter Service Area and the Lake Service Area (using number of tax parcels and the associated non-residential square feet as a proxy),but provided a detailed benefit analysis only with respect to the Sumter Service Area.

Lake Service Area, Funding and Methodology

- The areas served in Lake County (the "Lake Service Area") include unincorporated areas and parts of three municipalities. The VPSD Fire/Rescue services provided to Lake County are provided via agreement with the general-purpose local governments with jurisdiction over the areas served. This includes Fire/Rescue services to development associated with The Villages in Lake County.

- Currently, the principal sources of funding for the VPSD Fire/Rescue services in the Lake Service Area are assessments variously imposed by the county and the three municipalities which are paid over to VCCDD. Each of the four local governments collects revenues using its own formula to allocate the cost of the special benefits among property owners throughout the Lake Service Area.

- PFM was asked by the Village Center Community Development District ("District") to review current fire assessments levied in Lady Lake, Fruitland Park, Leesburg and portions of unincorporated Lake County that are in the Lake Service Area and benefit from VPSD Fire/Rescue services. In addition, based on its findings, the District asked PFM to prepare an appropriate addendum to the VPSDDD PFM Report to add an analysis of the Lake Service Area, including a review of existing fire assessment levels currently being governed by the multiple interlocal agreements with Lake County, the City of Lady Lake, the City of Fruitland Park, and the City of Leesburg. One consideration was whether a reasonable apportionment of the assessment could result in a uniform methodology and assessment schedule throughout the Lake Service Area.

- Currently, the VPSD provides Fire/Rescue services to portions of residential and non-residential development in Lake County adjacent to the VPSDDD and within the following jurisdictions: Lady Lake, Fruitland Park, Leesburg and portions of unincorporated Lake County. Each of these jurisdictions currently has an interlocal agreement with VCCDD regarding annual payment for VPSD services. Table 1 summarizes the current fire/rescue assessment levels.

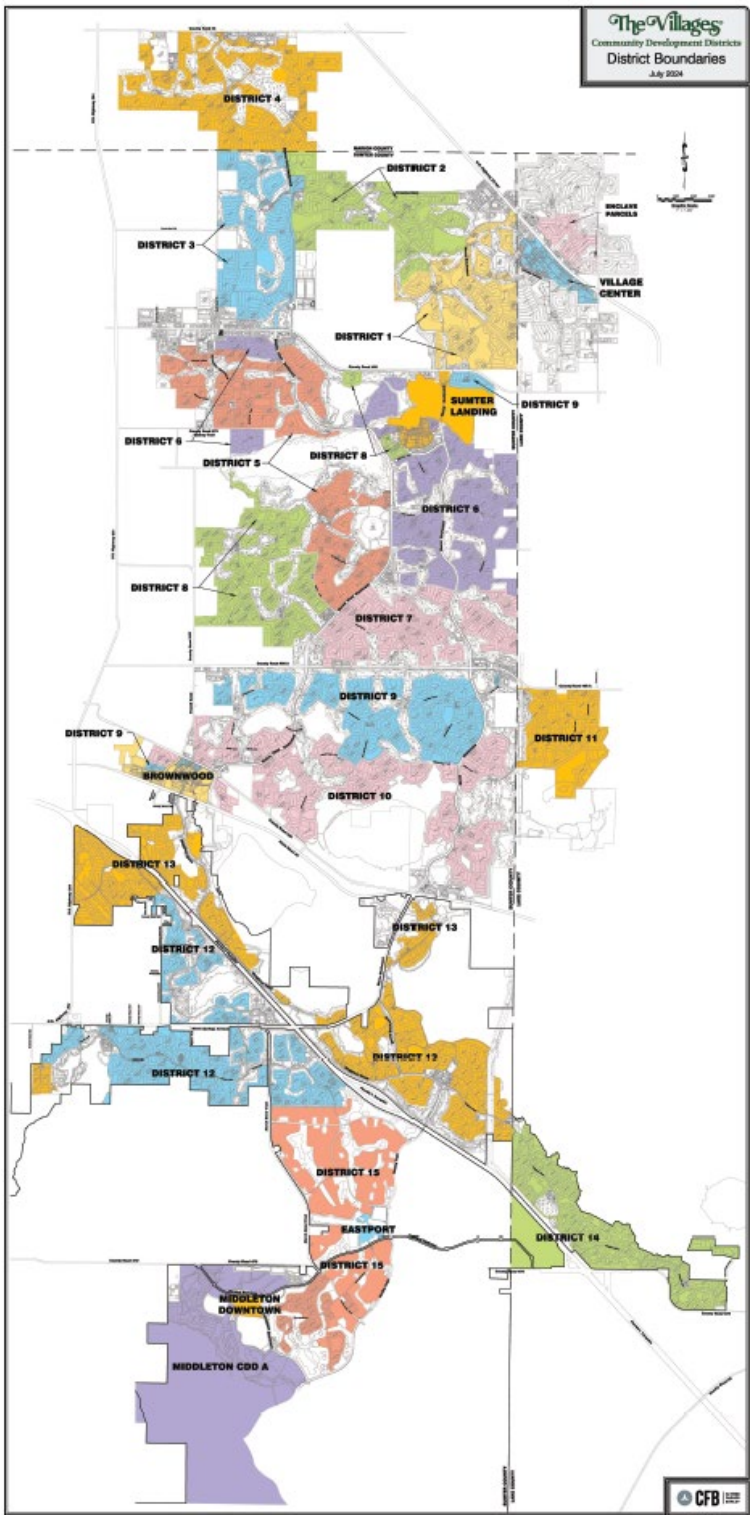
Table 1. Lake County and Lake County Municipality Fire/Rescue Assessment Levels

Lake County - Interlocal Rates Currently (per Residential Unit or per Commercial SQFT)				
	Lady Lake	Fruitland Park*	Leesburg*	Lake County
Residential	$124.00	$233.00	$165.00	$124.00
Commercial	$0.29			
Industrial	$0.04			

Source: Interlocal Agreements; *annual CPI adjustment per 2023 amendment to the interlocal agreement

- Map 1 details the location of The Villages development that is located within Lake County. Below is a summary of development currently built, under construction or planned for Lake County, which includes the following:
  - Town of Lady Lake and unincorporated Lake County "Enclave Parcels" (5,807 units)
  - VCDD 11, located in Fruitland Park (2,055 parcels / units)
  - VCDD 14, located in Leesburg (3,234 parcels / units)
  - Estimated total residential units 11,096

Map 1. The Villages Map (Detailing Lake County Development)



Source: The Villages

- The type and form of The Villages development in the Lake Service Area is similar to the development serviced within the Sumter Service Area.

- Analysis of the VPSD Lake County budget estimates over a five-year period from Fiscal Year 2024-2025 through Fiscal Year 2028-2029. The analysis applied the VPSDDD analysis (and associated VPSD Lake County budget allocation) to the current Lake County development volumes. Table 2 summarizes the analysis and Lake County results.

Table 2. Lake County Fire Assessment Estimates (using VPSDDD Land Use Allocation Assumptions)

Lake County Budget	**$3,685,045**
% residential + vacant land (1)	92.05%
	$3,392,204
% commercial (incl. industrial-warehouse) (1)	7.42%
	$273,287
% institutional (1)	0.53%
	$19,555

Equivalent Residential Unit ("ERU") Factor	1,714

Lake Category	Budget (2)	Units / SQFT	ERUs	$ per Unit or $/sqft
Residential	$3,392,204	11,096	11,096	$305.71
COM - IND	$273,287	1,667,686	972.98	$0.16
Institutional	$19,555	69,076	40.30	$0.28
TOTAL	**$3,685,045**			

Source: VPSD; Lake County Property Appraiser; PFM Financial Advisors LLC
(1) The % allocation represents the combined readiness and demand allocation via the VPSDDD analysis to the land uses described
(2) Includes application of gross collection fees for administration, early payment discount, tax collector and property appraiser

- The Table 2 results are compared to the VPSDDD results in Table 3. This comparison is important to identify how closely the VPSDDD Sumter County Fire Assessment levels correlate to Lake County Fire Assessment levels. As the data show, the residential assessment levels fall within less than 5% of the VPSDDD levels with the overall weighted average showing less than a 10% difference.

Table 3. VPSDDD to Lake County Est. Fire/Assessments Correlation Summary

	VPSDDD Assessment*		Lake County (est.)*		% Difference
Land Use	Per Unit / ERU	Per SQFT	per unit or per ERU	Per SQFT	
Residential	$320.71		$305.71		95.3%
Commercial	$366.12	$0.21	$280.88	$0.16	76.7%
Industrial	$366.12	$0.21	$280.88	$0.16	76.7%
Institutional	$745.81	$0.44	$485.21	$0.28	65.1%
Average					**78.5%**
Weighted Average					**92.6%**

Source: VPSD; Lake County Property Appraiser; PFM Financial Advisors LLC; *comparison assumes 1 ERU

- The data in Table 3 suggest high correlation between the Fire Assessment data sets for the VPSDDD in Sumter County and Lake County. While there is some comparative variation between land uses, that is to be expected given the sample sizes. Overall, the data suggests a less than 10% difference between Sumter County and Lake County Fire Assessment levels. This suggests highly correlated demand and associated benefit profiles by land uses for Fire/Rescue services. This indicates Lake County properties (and the associated land uses) receive similar benefits to Fire/Rescue Services to that of the properties within the Sumter Service Area.

- The VPSDDD Fire/Rescue Special Assessment Fire Assessment schedule adopted in April / May 2024 is fair and reasonable based on the proportionate allocation of costs, by property use category and applicable to parcels benefitting from VPSD Fire/Rescue services.

- The benefits received are proportionate to the costs.

- Fire Assessments are composed of two tiers: Readiness/Availability ("Readiness), allocated per parcel and Demand for Service ("Demand"), allocated per Equivalent Residential Unit (ERU), guided by broad categories identified in calls for service.

- Readiness costs are characterized by administrative costs, readiness labor/salaries, (ready) capital equipment and building costs.

- Demand costs are characterized by operational mobilization including response salaries (and overhead expenses), response costs, operational (capital) equipment and supplies.

- For Demand purposes for Lake County properties, and consistent with the Villages Public Safety Department Dependent District Fire/Rescue Service Special Assessment Report, dated April 10, 2024, an Equivalent Residential Unit ("ERU") is defined as the average size of a single-family home within the VPSDDD (1,714 square feet). Non-residential ERUs are determined by dividing building space by the average ERU size. Vacant lands are defined as 1 ERU per acre (or fraction thereof / i.e., not rounded to the nearest acre).

- The Fire Assessments include annual funding amounts for capital equipment, based on a blended cost of capital improvements to be paid for over the next five (5) years. Vehicle equipment needs are based on projections submitted by the VPSD as reviewed by the VPSD staff and VPSD Fire Chief. The Fire Assessment calculations assume that new vehicle equipment will be financed over a 10-year period.

- Operating costs are reflective of planned salary, equipment cost increases and other budget line items.

- Table 5 presents the VPSDDD Fire Assessment schedule for the 5-year average rate as provided in the Villages Public Safety Department Dependent District Fire/Rescue Service Special Assessment Report, dated April 10, 2024. Adopting the 5-year average rate smooths the annual rate variability as a result of examining budget operating and financed capital costs for fiscal years 2024-25, 2025-26, 2026-27, 2027-28 and 2028-29, with the expectation rates will need to be revised/updated for fiscal year 2029-2030.

- The type and form of development in Lake County (both existing, under construction and planned) is similar in character to development within the VPSDDD. As provided in Table 2 and Table 3, it is reasonable that the demand and the associated costs to provide Fire/Rescue services to Lake County and applicable municipality properties is similar to and consistent with the demand profile and the associated costs to provide for Fire/Rescue services in Sumter County. The benefit analysis provided is a preferred method of assessment rather than the application of various fire assessments established via separate interlocal agreements.

- Therefore, the adoption of consistent Fire Assessments via the application of the Fire Assessment schedule in Table 5 to properties within Lake County, receiving Fire/Rescue services via the VPSD is reasonable. Table 4 provides example calculations for various property types in Lake County.

Table 4. Example Fire Assessment Rates for Lake County Properties

Parcel Example	Category	SQFT or Units or Acres	ERUs*	Readiness Fee*	Demand Fee*	TOTAL	$/SQFT or $/Unit or $/Acre
Commercial – Retail	Commercial	45,000	26.3	$239.14	$3,333.76	$3,572.89	$0.08
Commercial – Office	Commercial	15,000	8.8	$239.14	$1,111.25	$1,350.39	$0.09
Industrial - Warehouse	Commercial	60,000	35.0	$239.14	$4,445.01	$4,684.15	$0.08
Hotel	Commercial	72,380	42.2	$239.14	$5,362.16	$5,601.30	$0.08
Vacant Parcel (acres)	Res or Com	5	5	$239.14	$6.93	$246.07	$49.21
Vacant Parcel (acres)	Res or Com	1	1	$239.14	$1.39	$240.52	$240.52
Residential Single Family	Residential	1	1	$239.14	$81.57	$320.71	$320.71
Residential Multi-Family	Residential	125	125	$239.14	$10,196.11	$10,435.25	$83.48

Source: PFM Financial Advisors LLC
*An ERU is 1,714 square feet. The Readiness fee is per parcel while Demand Fee is per ERU

Table 5. VPSDDD Fire/Rescue Service Assessment Rates

Landuse Code	Landuse	Readiness Parcels	Readiness Allocation	Readiness Fee (per parcel)	Demand ERUs	Demand Allocation	Demand Fee Per ERU	Exempt
0	Vacant Residential	1,008	$241,051	$239.14	1,346	$1,865	$1.39	N
100	SF Residential	65,037	$15,552,803	$239.14	65,055	$5,306,465	$81.57	N
200	Mobile Homes (MH)	1,619	$387,164	$239.14	1,618	$131,978	$81.57	N
250	MH with Tags	15	$3,587	$239.14	1	$82	$81.57	N
300	Multi-Family	4	$957	$239.14	628	$51,225	$81.57	N
400	Condominium	509	$121,721	$239.14	509	$41,519	$81.57	N
700	Vacant Misc Bldg	30	$7,174	$239.14	184	$15,004	$81.57	N
800	Multi-Family <10 Units	1	$239	$239.14	8	$653	$81.57	N
900	Common Area	38	$9,087	$239.14	27	$38	$1.39	N
1000 & 1070	Vacant Commercial (misc)	112	$26,783	$239.14	399	$553	$1.39	N
1100-1600	Commercial Retail	85	$20,327	$239.14	1,519	$192,931	$126.98	N
1700-1910	Office	172	$41,132	$239.14	1,170	$148,565	$126.98	N
2000	Air - Bus - Marina	1	$239	$239.14	1	$159	$126.98	N
2100-2200-3300	Restaurant	35	$8,370	$239.14	107	$13,580	$126.98	N
2300 & 2400	Office (Fin - Ins)	30	$7,174	$239.14	89	$11,333	$126.98	N
2500-2700	Retail Service	29	$6,935	$239.14	141	$17,892	$126.98	N
2800	RV MH Park	9	$2,152	$239.14	94	$11,877	$126.98	N
3100-3200	Theatre - Drive In	3	$717	$239.14	34	$4,266	$126.98	N
3500	Tourist Attraction	3	$717	$239.14	31	$3,965	$126.98	N
3800	Golf Course	29	$6,935	$239.14	47	$5,988	$126.98	N
3900	Hotel	4	$957	$239.14	92	$11,701	$126.98	N
4000	Vacant Industrial	1	$239	$239.14	2	$3	$1.39	N
4800	Warehouse-Dist	12	$2,870	$239.14	342	$43,457	$126.98	N
4900	Open Storage	2	$478	$239.14	9	$1,185	$126.98	N
5000	Agri Imp with Homestead	55	$13,153	$239.14	61	$4,976	$81.57	N
5200	Agri Imp w/o Homestead	42	$10,044	$239.14	41	$3,344	$81.57	N
5300	Agriculture Misc Improved	10	$2,391	$239.14	1,284	$1,779	$1.39	Y
6000	Agriculture	138	$33,001	$239.14	13,762	$19,070	$1.39	Y
6900	Ag - Ornamentals Misc	2	$478	$239.14	15	$21	$1.39	Y
7100	Churches	20	$4,783	$239.14	68	$34,261	$506.67	Y
7200	Private Schools - Colleges	4	$957	$239.14	98	$49,543	$506.67	Y
7300	Private Hospitals	3	$717	$239.14	147	$102,209	$693.82	N
7400	Nursing Home	18	$4,304	$239.14	1,108	$768,600	$693.82	N
7500	Non Profit Orphanage	1	$239	$239.14	5	$584	$126.98	Y
7600 & 9999	Mortuary - Cemetery	4	$957	$239.14	8	$959	$126.98	N
7700	Club-Lodge-Hall	40	$9,566	$239.14	187	$27,774	$148.58	N

8500	Hospital	3	$717	$239.14	109	$75,675	$693.82	N
8600	County (includes CDD-owned property)	578	$138,222	$239.14	162	$20,620	$126.98	Y
8700-8800-8900	State - Federal - Municipal	161	$38,501	$239.14	268	$33,982	$126.98	Y
9100	Utility	40	$9,566	$239.14	19	$2,387	$126.98	N
9200	Mining - Pet - Gas	0	$0	$0.00	0	$0	$0.00	N
9400	ROW	13	$3,109	$239.14	63	$88	$1.39	N
9600	Sewage - Wasteland	4	$957	$239.14	52	$72	$1.39	N
9900-9907	Acreage (not Ag)	78	$18,653	$239.14	6,257	$8,670	$1.39	N
	TOTAL	70,002	$16,740,122		97,167	$7,170,895		
	Readiness Allocation	$16,740,122						
	Readiness Fee per Parcel	$239.14						

Source: PFM Financial Advisors LLC, Villages Public Safety Department Dependent District Fire/Rescue Service Special Assessment Report, dated April 10, 2024 ; Note that certain parcels within LU Codes 7400 and 8500 have been deemed exempt from the Fire Assessment given current non-profit status or uses which provide a public benefit

LAKE COUNTY, FLORIDA

INITIAL ASSESSMENT RESOLUTION

2026 – 76

ADOPTED JUNE 23, 2026

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RESOLUTION NO. 2026 – 76

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.

ATTEST:

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

BOARD OF COUNTY
COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 23 day of June, 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.	
	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-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

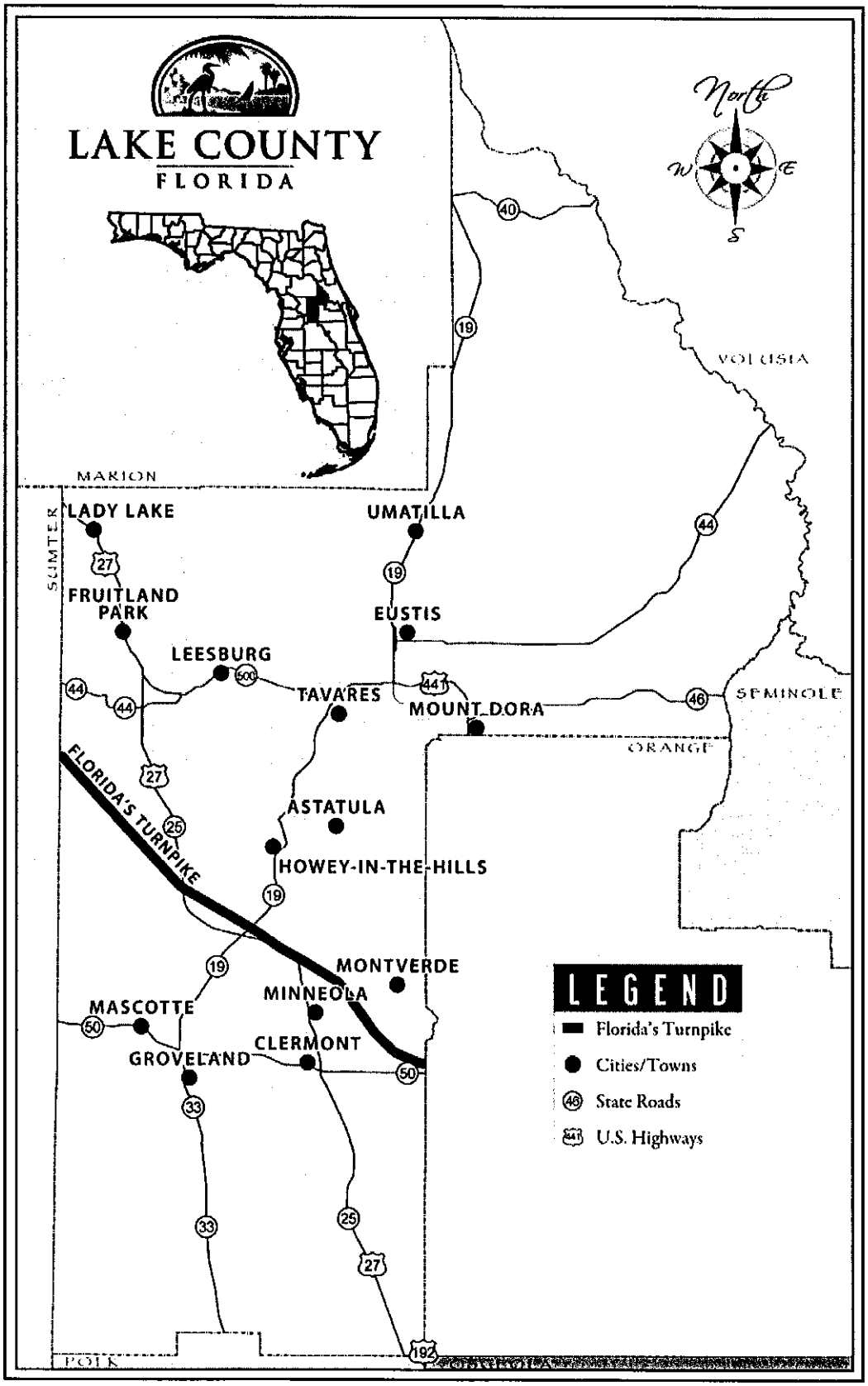
ESTIMATED MAXIMUM ASSESSMENT RATES

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		
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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	3,500 - 4,999	$1,890	$711	$2,968
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	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

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
S
MARION
SUMTER
VOLUSIA
SEMINOLE
ORANGE
POLK
LADY LAKE
FRUITLAND PARK
LEESBURG
UMATILLA
EUSTIS
TAVARES
MOUNT DORA
ASTATULA
HOWEY-IN-THE-HILLS
MONTVERDE
MINNEOLA
CLERMONT
MASCOTTE
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: 06/17/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Kymberlee Pearson, Office Associate V
SUBJECT: America250 Book Collection Grant

MEETING DATE: 7/14/2026
ITEM TYPE: Consent Item
ITEM ID: 43022

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the appropriation and expenditure of unanticipated revenue through an amendment to the Fiscal Year 2025-2026 Budget.

The fiscal impact is $6,000 (revenue/expenditure - grant funded).

BACKGROUND SUMMARY: The Office of Library Services applied to Florida Humanities Council for the America250 Book Collection Grant of $6,000. Notification of full funding award was received subject to execution of the 2026 Grant Contract. In addition to the grant amount for the purchase of approved titles, the award includes additional resources.

All libraries will receive the following for use in book displays and programming:

- America250 bookmarks and stickers
- Copies of Florida Humanities' Spring 2026 issue of FORUM magazine featuring America250 content
- Copies of the new Newspaper in Education publication, "Forgotten Front", which explores Florida's role in the American Revolution
- Access to a digital folder including print-ready America250 Reading Lists for children, teens, and adults
- A customizable America250 poster; and press materials for promoting the America250 grant

The grant contract has already been executed under the authority of the County Manager per County Policy LCC-59 for grants up to $75,000.

The fiscal impact is $6,000 (revenue/expenditure, grant funded).

Fiscal Impact: $6,000 (revenue/expenditure, grant funded)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount

General Fund	1900	3038300	366900		-$6,000.00
General Fund	1900	3038300	860660		$6,000.00

Advertised Date: Paper:

Attachments:

1.	America250 Book Collection Grant Contract signed 6.16.26
2.	URR America250 Grant FY26
3.	America250 Grant Acceptance Form signed 6.17.26

STAFF APPROVALS AND DATES:

Kymberlee Pearson	Created/Initiated - 06/17/2026
Melissa Wojcik	Approved - 06/17/2026
Lynn Huntzinger	Approved - 06/17/2026
Nickolas Clarke	Approved - 06/17/2026
Lindsay Platt	Approved - 06/17/2026
Tammy Parrott	Approved - 06/17/2026
Cari Christian	Approved - 06/17/2026
Alexis Clark	Approved - 06/17/2026
Ron Falanga	Approved - 06/19/2026
Kandace Pourbaix	Approved - 06/19/2026
Jaime Stewart	Approved - 06/22/2026
Melanie Marsh	Approved - 06/26/2026
Jennifer Barker	Approved - 06/26/2026
Marisol Saldana	Final Approval - 06/26/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

2026 GRANT CONTRACT

between Florida Humanities and Lake County Board of County Commissioners - Lake County Library System (Grantee)

Grant number:	**GR_0626_5667_2963**
Project title:	**America250 Book Collection Grant**
Grantee:	**Lake County Board of County Commissioners (Lake County Library System)**
Project director:	**Lindsay Platt, Associate Director of Library Services**
Contract period:	**June 1 – September 30, 2026**
Award amount:	**$6000 No cost share is required for this grant award.** All grant funds must be expended on America250 titles included in the pre-approved America250 booklists. Florida Humanities recognizes that pricing and availability of titles may have changed following grant submission. Grantee may substitute titles in any format from the approved booklists, if needed. No books may be purchased that are not included on the approved booklists. All purchased titles must be utilized in the library's circulating collection; however, a limited number may be given away to the public as part of dedicated America250 programming.

This non-negotiable Contract including the award letter and all attachments set forth the terms and conditions upon which Florida Humanities has provided funding to the grantee for the purposes specified in their approved Florida Humanities **America250 Book Collection Grant** application. Grantee also agrees to administer the approved funding in compliance with the **General Provisions & Certifications of Compliance** which follow.

GENERAL PROVISIONS

Payee / Unique Entity ID: All funds will be made payable to the grantee identified above. Any changes to payee must be approved by Florida Humanities upon submittal of a Grant Change Request form. Grantee and assigned Project Director are responsible for the fiscal and programmatic management of all project activities. Grantee must also provide a verifiable Unique Entity ID created in SAM.gov in order to receive payment of any contracted funds. Organizations are NOT required to have a full SAM.gov registration in order to receive funding.

Release of Contracted Funds: Contracted funds may only be spent in accordance with the proposed project budget as approved by Florida Humanities. Any funds provided in advance and not expended according to the approved budget must be returned to Florida Humanities. Grantee may request the full award amount by signing this contract and providing the requested mailing address.

Final Reporting: Grantee is required to submit a final report in their online grants account by no later than September 30, 2026. Final report will include brief narrative responses as well as photo documentation of book displays created and America250 programming executed. A final financial report detailing expenditure of all Florida Humanities funds and total books purchased must also be submitted in the grantee's online account. All receipts and other financial records documenting the expenditure of awarded funds must be kept by grantee for potential audit for a period of at least three years after the grant contract closes.

Changes: The approved application submitted by the grantee is part of this contract and grantee agrees to carry out the project within the specified contract period and as set forth in the approved application and budget. Any significant changes to the scope or objectives of the project, the duration of the project, or the project budget must be approved by Florida Humanities. Florida Humanities must also be notified if a change in project director will occur. Unapproved changes may result in loss of some or all funds covered by this contract. Grantee must submit a **Grant Change Request Form** to Florida Humanities for any expected changes.

Fees or Charges: No admission or other fees may be charged to any participant in any activities conducted under this contract unless specifically approved by Florida Humanities.

Collection and Use of Information: Where information is collected from the public in connection with this contract (as by interview, questionnaire, or evaluation), it may not, without prior approval from Florida Humanities be represented as being collected for Florida Humanities or other federal or state agency or funder.

Right to Reproduce: Florida Humanities reserves a non-exclusive license to use and reproduce, without payment, any produced materials, including copyrighted material, arising out of grant-funded activities.

Acknowledgement of Support and Disclaimer: Awarded funds are provided by Florida Humanities through a grant from the National Endowment for the Humanities (NEH). All materials publicizing your grant award must contain the following acknowledgement of Florida Humanities and NEH support and carry the appropriate Florida Humanities logo to be obtained directly from Florida Humanities. Type in the logo must be legible and no smaller than 5 points:

> *"(Library name) has been awarded an **America250 Book Collection grant** from Florida Humanities with funds from the National Endowment for the Humanities: Democracy demands wisdom. Grant funding has allowed (library name) to expand its collection with titles that commemorate our nation's 250th anniversary. Any views, findings, conclusions or recommendations expressed in library programming do not necessarily represent those of Florida Humanities or the National Endowment for the Humanities."*

Termination: Florida Humanities reserves the right to terminate this contract if at any time, in sole discretion, it determines that the Grantee has made any misrepresentations, has in any way misappropriated Florida Humanities funds, or has done anything inconsistent with the signed contract. If within one year the project has not started or no funds have been requested, the contract may also be terminated by Florida Humanities.

FEDERAL FUNDING IDENTIFICATION AND CERTIFICATIONS OF COMPLIANCE

Because funds contracted by Florida Humanities are federal dollars provided by the National Endowment for the Humanities, Florida Humanities is required to provide the following federal funding information to all grantees:

Subrecipient Name:	Lake County Board of County Commissioners (Lake County Library System)
Unique Entity ID:	NNPSKT8GRCU1
Federal Agency Identification Number:	SO-308564-26
Award date:	06/01/26
Subaward period of performance:	June 1 – September 30, 2026
Amt of federal funds obligated by this action:	$6000
Amt of federal funds awarded to subrecipient:	$6000
Total amount of Florida Humanities federal award:	$6000
Federal award project description (FFATA):	State or Jurisdictional Humanities Program
Name of Pass Thru Entity (PTE):	Florida Humanities Council (Florida Humanities)
Contact Information for Florida Humanities:	Nashid Madyun, Executive Director 599 2nd Street South St. Petersburg, FL 33701 nmadyun@flahum.org
CFDA #:	45.129
CFDA Title:	Promotion of the Humanities Federal-State Partnership
Indirect Cost Rate for the Federal Award:	15% or approved NICRA

By signing this contract, grantee also certifies compliance with the following government-wide requirements:

1. Grantees must comply with all requirements of 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
2. Non-Profit Status: Grantee certifies that their organization is not an agency of the federal government, a for-profit business, or an individual. Upon request, grantee will provide official documentation (i.e. Articles of Incorporation, IRS determination letters, By-Laws, Constitutions, etc.) which demonstrate that the organization is either an unincorporated association, a non-profit or not-for-profit corporation.
3. Debarment and Suspension: Grantees are prohibited from doing business with any organization or person if they have been debarred or suspended by any federal department or agency (2 CFR Parts 180 and 3369 and 2 CFR 200.214 Subpart C).
4. Nondiscrimination Statutes: Grantee certifies that it will comply with the following non-discrimination statutes and their implementing regulations:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.)
   b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
   c. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
   d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) *** see additional info below**
   e. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213)
4. Lobbying Activities: Grantee certifies that it will comply with the Byrd Anti-Lobbying Amendment as described in (31 U.S.C. 1352) and (18 U.S.C. 1913).
5. Political and Social Advocacy: Grantee certifies that no grant funding will be utilized to promote a particular political, religious, or ideological point of view; advocate for a particular program of social or political action; or support specific public policies or legislation.
6. Drug-Free Workplace Requirements: Affiliates are required to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.
7. Audit Requirement: Grantees expending $1,000,000 or more in federal funds in their fiscal year must conduct a Single Audit per 2 CFR Part 200, Subpart F.
8. Grantee agrees to permit Florida Humanities, NEH, and its auditors access to the grantee's records and financial statements as needed to meet federal requirements.

*** Accessibility:** Resources available to ensure compliance with federal accessibility regulations can be found at:
http://dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility/
Grantees are encouraged to use the provided symbols to promote and publicize accessibility of your facilities, programs and other activities for people with various disabilities.

REQUIRED SIGNATURES

By signing this Contract, the signatories below acknowledge that they have been authorized by Grantee to sign on its behalf and that they have read, understood and agree to the General Provisions of the Contract and will conform to all applicable Certifications of Compliance noted within.

Project Director signature *(REQUIRED)*

Lindsay Platt

Printed Name

Associate Director

Title

6/16/2026

Date

Additional Authorization signature
(only if required by Grantee)

Tammy Parrott

Printed Name

Director

Title

6/16/2026

Date

Jennifer Barker

Additional Authorization signature
(only if required by Grantee)

Jennifer Barker

Printed Name

County Manager

Title

6/16/2026

Date

Patricia Putman, Florida Humanities Associate Director

06/01/26

Date

Check Request and Support Materials Shipping Information

Grant number: GR_0626_5667_2963
Project title: America250 Book Collection Grant
Grantee: Lake County Board of County Commissioners (Lake County Library System)
Unique Entity ID: NNPSKT8GRCU1
Award amount: $6000

Grant Funds Request

Please complete the information below for mailing of your grant check:

- **Check payable to: (this should be the same as the Grantee listed above)**
  Lake County Board of County Commissioners
- **Mailing address for check:**
  418 W. Alfred St., Suite C
  Tavares, FL 32778

Shipping Address

Please complete the information requested below for shipment of your America250 support materials. All grantees will receive America250 bookmarks and stickers; copies of our spring 2026 issue of FORUM magazine featuring America250 content; and, copies of the Newspaper in Education publication, "Forgotten Front".

Shipping Address:
Organization name: Lake County Library System
Shipping address line one: 418 W. Alfred St., Suite C.
Shipping address line two: —
City, State ZIP: Tavares, FL 32778

Shipping Contact:
Contact name, title: Lindsay Platt, Associate Director
Contact phone: 352-253-6169
Contact email: lindsay.platt@mylakelibrary.org

Project Director signature

Date: 6.16.26

Follow Up

Public Profile Collaborate 0

America250 - Lake County Library System

Process: America250 Book Collection Grant for Florida Public Libraries

Contact Info | Request | Documents 0

Applicant:
Miss Lindsay Platt
lindsay.platt@mylakelibrary.org
(352) 253-6169
418 W. Alfred St.
Tavares, Florida 32778

Contact Email History

Organization:
Lake County Board of County Commissioners
59-6000695
(352) 253-6169
418 W. Alfred St.
Tavares, Florida 32778

Application | Follow Up

Document Viewer | FollowUp Packet | Question List

Project Title

Project Title

List the project title in the following format: "America250 - Your Library or Library System Name"

America250 - Lake County Library System

Sponsoring Organization

Sponsoring Organization Name

If approved, this is the name of the organization to which all grant funds will be made payable. This may be a single public library branch, an independent municipal public library system, a single-county

library system, or a multi-county public library system located in Florida. Library systems are encouraged to apply of behalf of their branches as applications received from single branches may be consolidated with requests from other branches located within the same system.

A library friends' group, library association or foundation, or city or county government may also apply on behalf of a library or library system.

Lake County Board of County Commissioners

Sponsoring Organization Address Line One

PO Box 7800

Sponsoring Organization Address Line Two

Sponsoring Organization City

Tavares

Sponsoring Organization State

Use two letter abbreviation.

FL

Sponsoring Organization Postal Code

32778

Sponsoring Organization County

Lake

Sponsoring Organization Business Phone

352-343-9800

Sponsoring Organization Website Address

https://www.mylakelibrary.org/

Sponsoring Organization Federal ID Number

This number is issued by the IRS and is typically a 2-digit number followed by a dash and seven more digits.

59-6000695

Sponsoring Organization Unique Entity ID (SAM)

All applicants are required to have a Unique Entity Identifier (SAM) for the sponsoring organization through the sam.gov website. The SAM replaced the DUNS number in April 2022. Your organization's SAM will be no more than 12 alphanumeric charactersClick here for a step-by-step guide on how to get a Unique Entity ID (SAM).

NNPSKT8GRCL

Sponsoring Organization Annual Budget

$ 11,847,060.42

Is this Sponsoring Organization in a RAO area?

Please refer to this website to determine if your county or city is categorized as a Rural Area of Opportunity.

- ○ Yes, this organization is in a RAO area
- ◉ No, this organization is not in a RAO area

Organization Type

Public Library

Has your organization received funding from Florida Humanities in the past 10 years?

- ○ Yes
- ◉ No

How did you hear about funding opportunities from Florida Humanities?

- ◯ Returning Applicant
- ◯ Independent Research (i.e. Google)
- ◯ Referred by Colleague/Friend
- ◉ Florida Humanities Email
- ◯ Postal Mailing
- ◯ Social Media
- ◯ Word of Mouth
- ◯ Conference or Workshop
- ◯ Other

If Other, please specify

Project Director

The Project Director is responsible for the management of grant funds received and submitting the required final grant report. All communication from Florida Humanities regarding awarded funds will only be sent to the project director.

Project Director Salutation

Miss

Project Director First Name

Lindsay

Project Director Last Name

Platt

Project Director Business Title

Associate Director

Project Director Organizational Affiliation

Lake County Library System

Project Director Address Line One

418 W. Alfred St.

Project Director Address Line Two

Project Director City

Tavares

Project Director State

Use two letter abbreviation.

FL

Project Director Postal Code

32778

Project Director Address Type

Is this a home or business address?

- ○ Home
- ◉ Business

Project Director Email

All communication from Florida Humanities regarding this funding opportunity will only be sent to the email address provided for the Project Director.

lindsay.platt@mylakelibrary.org

Project Director Email Type

Is this a personal or business email address?

- ○ Personal

◉ Business

Project Director Contact Number

352-253-6169

Project Director Contact Number Type

Is this a home, business, or cell number?

○ Home
◉ Business
○ Cell

Federal Representative

U.S. Congressional District Number

Florida currently has **28** U.S. Congressional districts. **Click here** to find the elected official for your community. Only enter a number between 1 and 28.

11

U.S. Congressional District Representative Name

Daniel Webster

Narrative

Application Type:

Are you submitting this application for a SINGLE library branch or for a library SYSTEM with multiple branches?

○ Single library branch
◉ Library System with multiple branches

Number of branches:

If applying as a library SYSTEM with multiple branches, how many total branches are included system wide.

16

Tell Us About Your Library or Library System

Describe your library or library system and identify each of the individual branches for which funding is being requested. Include community and library patron demographics and note if the library/library system is located in a rural or economically distressed area. Provide a brief overview of your primary programs and services.

The Lake County Library System serves residents of Lake County, Florida, one of the fastest-growing counties in Central Florida. The system includes 16 locations, with six county-operated branches: Astor, Cagan Crossings, Cooper Memorial, East Lake Mini, Marion Baysinger Memorial (Groveland), and Paisley. The system also includes ten city-run libraries: Eustis Memorial, Fruitland Park, Lady Lake, Leesburg, Marianne Beck Memorial (Howey-in-the-Hills), Minneola, Montverde, Tavares, Umatilla, and W.T. Bland (Mount Dora). Funding requested through this application will support materials being placed at 14 of the 16 locations. (Marianne Beck Library is applying independently, Leesburg Library opted out due to already owning many of the titles on the list.) However, all 16 locations will be able to request books through interlibrary loan.

Lake County serves a diverse and rapidly expanding population of all ages. According to the University of Florida's Bureau of Economic and Business Research, the population grew from 383,956 in 2020 to an estimated 445,881 in 2025, an increase of 16.1%. The county ranks 17th in Florida in population size and 13th in population growth over the past five years. Rapid growth, combined with a mix of suburban and rural communities, has increased demand for accessible library services.

This mix of suburban and rural communities includes areas that experience economic challenges. The Astor Library serves a community identified as economically distressed according to the Distressed Communities Index (DCI) by the Economic Innovation Group. Residents in this community often face barriers to accessing technology, reliable internet access, and educational resources, making the library a critical point of access for information, online services, and learning opportunities.

Core services of the Lake County Library System include access to books and media collections, public computers, high-speed internet and Wi-Fi, printing and faxing, study rooms, meeting spaces, and digital resources. The system offers programming for all ages, including early literacy story times, book clubs, arts and enrichment activities, educational workshops, genealogy resources, and guest speakers. The library system also provides outreach services and a Books by Mail program for homebound residents, helping extend access beyond physical locations. These efforts support literacy, digital access, lifelong learning, and community engagement throughout the county.

America250 Activities

Describe how you plan to incorporate the titles purchased into your library's circulating collection and America250 celebration. Florida Humanities encourages libraries to create engaging book displays featuring the purchased titles and host public programs such as book clubs and author talks throughout the 2026 calendar year to mark this historic anniversary.

Florida Humanities prefers that all purchased titles be utilized in the library's circulating collection, however, a limited number may be given away to the public as part of your library's dedicated America250 programming.

The Lake County Library System will incorporate the purchased titles into the circulating collections at 14 locations, with the exception of Leesburg and Howey-in-the-Hills. However, Leesburg and Howey-in-the-Hills will have access to all materials through interlibrary loan, ensuring systemwide availability across Lake County. Once added, the titles will be featured through curated, themed book displays at participating libraries throughout 2026 in celebration of America250. These displays will highlight American history and cultural heritage and will be rotated to maintain ongoing community engagement. All purchased materials will remain part of the circulating collection and will not be used as giveaways. To increase visibility and circulation, the library system will create commemorative bookmarks promoting the selected titles as recommended reads. A promotional email will also be distributed to patrons highlighting the titles and encouraging checkout as part of the America250 celebration.

Our America250 themed programs will further engage the community with historical content and storytelling. Mrs. Astor's Tea Party will feature a historical presentation by a guest speaker from the Mid-Florida History Appreciation and Preservation Society, combining local history discussion with a community gathering format. Cooper Memorial Library will present a performance by the Dolce Quattro Saxophone Quartet, featuring their all-patriotic program SaxAmerica!. W.T. Bland Library in Mount Dora will host "Still Shining Strong: Celebrating our Country's 250th Birthday with the Lake County Ladies Chorus," a patriotic musical program featuring songs from across American history in celebration of the nation's 250th anniversary. These represent just a few of our America250 programs offered across the library system.

Together, these displays, promotions, and programs will encourage broad community participation, increase circulation of the selected titles, and support meaningful engagement with the themes of America250 throughout Lake County.

(Note: The Sponsoring Organization Annual Budget is the combined budget for all 16 locations of the Lake County Library System)

Books to be Purchased and Project Budget

Grant funding may only be utilized to purchase books from the approved Florida Humanities America250 booklists found **HERE**.
Titles may be purchased in paperback or hard cover. E-titles and audio books are also eligible.

Estimated total number of books to be purchased:

How many books do you estimate will be purchased with the requested funds?

435

Project Budget

A single library branch may apply for up to $2500. A library system with multiple branches may apply for $2500 for one branch plus $500 per additional branch. Maximum request submitted by a library system with multiple branches may not exceed $6000. (Example: ABC Library System has five branches and requests $4500 total - $2500 for one branch, plus $500 for each of its four additional branches.)

Your project budget must include the book title and author, format, number of copies, and cost per each title to be purchased. ONLY BOOKS FROM THE APPROVED BOOKSLISTS MAY BE INCLUDED. Total budget must at least equal the total funding amount requested.

Project Budget **MUST** follow the Sample Budget template found **HERE**.

Download your Project Budget below.
Preferred file format is PDF.
Lake County Library System America250 Book Budget.pdf [118.6 KiB]

Total funding requested:

$ 6,000.00

Signature

IMPORTANT: Before signing and submitting the final application, please review your entire application by clicking on the "Application Packet" link to ensure all documents are uploaded properly. Once submitted, applicants will no longer be able to make any changes without contacting Florida Humanities staff.

Final applications must be submitted by no later than **12pm (EST)** on the deadline date. **Incomplete or late applications will not be considered under any circumstances.** We recommend submitting your application a few days prior to the deadline in the event of technical issues.

Electronic Signature

By entering your name below, you agree to the following statement:
"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

After clicking the Submit button, please check your inbox for an email confirming successful submission of your application. If you do not receive an immediate email reply, please contact grants@flahum.org for assistance.

Lindsay Platt

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING THE GENERAL FUND IN ORDER TO RECEIVE UNANTICIPATED REVENUE FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF $6,000 AND PROVIDE APPROPRIATIONS FOR THE DISBURSEMENT OF THESE FUNDS.

WHEREAS, Chapter 129, Florida Statutes, Section 129.06 (2) (d) authorizes the appropriation and expenditure of unanticipated revenue through an amendment to the Budget by adoption of a Resolution; and

WHEREAS, the Board of County Commissioners of Lake County has received $6,000 in unanticipated revenue to be received into the General Fund for Fiscal Year 2025-2026; and

WHEREAS, an amendment to the fiscal year 2025-2026 Lake County Budget is required to provide for the receipt and for appropriations of those receipts:

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

Section 1. Amendment of the Budget. The General Fund is hereby amended to increase the total budget for Fiscal Year 2025-2026 to include the unanticipated revenue and new appropriations as follows:

REVENUE (Fund 1900-General Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1900.3038300.366900	Other Contributions/Donations	$0	$6,000	$6,000

EXPENDITURE (Fund 1900-General Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1900.3038300.860660	Books/Pubs/Library Materials	$0	$6,000	$6,000

Section 2. Effective Date. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

GRANT ACCEPTANCE FORM

Note: This form is for the acceptance of grants. Grant application approval and grant award documents should be submitted with this form.

Date Submitted: 6/16/26

OFFICE/DEPARTMENT Office of Library Services

Staff Contact: Lindsay Platt Phone: 352 253 6169

GRANT/PROJECT NAME: America250 Book Collection

Brief Project Summary: The Florida Humanities is offering a grant for books related to America250.

Grant Term/Performance Period Date: June 1 to September 30, 2026

Award Acceptance Due Date: Not specified

FUNDING SOURCE/AGENCY: Florida Humanities **ALN/CFDA/CSFA No.** 45.129

TOTAL PROJECT BUDGET: $ 6,000.00

TOTAL AWARD AMOUNT: $ 6,000.00

Grant Type: New Match Type: N/A

Match Percentage Requirement: None Cash Match Required: $ 0

Cash Match Funding Source: n/a Reimbursement Type: Lump Sum

Will a Budget Adjustment (BUA) or Unanticipated Revenue Resolution (URR) be required? Yes/URR

Provide the BUA, URR and/or Account information below:

Account Number	Amount	Description
3038300-366900	$ 6,000	Revenue - Other Contributions/Donations
3038300-860660	$ 6,000	Expense - Books/Pubs/Lib Materials

Authorized Signatures:

OMB Director: Jaime Stewart Date: 6/17/2026

County Manager: Jennifer Barker Date: 17/06/2026

Revised 10/2024

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

DATE: 06/26/2026
MEETING DATE: 7/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 43034
Roberto Bonilla, Assistant County Manager
BY: Deborah Marchese, Construction Program Supervisor
SUBJECT: Britt Road Reconstruction and Culvert Replacement

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to award the Britt Road Reconstruction and Culvert Replacement construction project (Contract 26-711) to Ranger Construction Industries, Inc. for $1,070,286.13.

The fiscal impact is $1,070,286.13 — $744,224.87 (revenue/expenditure - grant funded) and $326,061.26 (expenditure - ARPA), and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 4.

BACKGROUND SUMMARY: The Reconstruction and Culvert Replacement project is along Britt Road for approximately 260 feet. Proposed improvements along Britt Road include roadway, embankment, and drainage work. The project will address the section of Britt Road that washed out during Hurricane Milton and will include grading upstream and downstream of the road crossing. New 48-inch reinforced concrete pipe (RCP) culverts and inlets will be installed from Britt Road east toward Lake of the Woods. A baffle box will be installed to provide water quality treatment for runoff from the stormwater basin. The roadway will be reconstructed on generally the same historic alignment and will include base preparation, stabilization, asphalt paving, and pavement markings. The reconstructed roadway will also include shoulders and swales.

The Office of Procurement Services, in coordination with the Public Works Department, issued Invitation to Bid 26-711 for this project. Seven responsive and responsible submittals were received. An evaluation completed by County staff confirmed that Ranger Construction Industries, Inc. was responsive to the terms and conditions of the Invitation to Bid with the lowest bid of $1,070,286.13. Staff recommends an award to this contractor.

On January 20, 2026, the Board approved a Local Agency Program (LAP) agreement to obtain funding for this project.

Fiscal Impact: $1,070,286.13 — $744,224.87 (revenue/expenditure - grant funded) and $326,061.26 (expenditure - ARPA)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Federal State Grant	1300	5056150	860631	50082	$744,224.87
Federal State Grant	1300	5056150	331430	50082	-$744,224.87
ARPA	1380	9089183	860674		$326,061.26

Advertised Date: Paper:

Attachments:

1.	LAP Agreement
2.	Bid Comparison
3.	Other Bidders

STAFF APPROVALS AND DATES:

Deborah Marchese	Created/Initiated - 06/26/2026
Jeffrey Earhart	Approved - 06/27/2026
David Hill	Approved - 06/29/2026
Sean Beaudet	Approved - 06/29/2026
Kerri Andrews	Approved - 06/30/2026
Roberto Bonilla	Approved - 06/30/2026
Rachel Bartolowits	Approved - 06/30/2026
Ron Falanga	Approved - 06/30/2026
Kandace Pourbaix	Approved - 06/30/2026
Miranda Lanoue	Approved - 06/30/2026
Jaime Stewart	Approved - 06/30/2026
Melanie Marsh	Approved - 07/06/2026
Jennifer Barker	Approved - 07/06/2026
Marisol Saldana	Final Approval - 07/06/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

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LOCAL AGENCY PROGRAM AGREEMENT

FPN: 457479-1-58-01	FPN: 457479-1-68-01	FPN:
Federal No (FAIN): E251 171 E	Federal No (FAIN): E251 171 E	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACER, LF	Fund: ACER, LF	Fund:
Org Code: 55054030589	Org Code: 55054030589	Org Code:
FLAIR Approp: 088041	FLAIR Approp: 088041	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj: 780000	FLAIR Obj:

County No: 11 Contract No: G3Q51
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 05/14/2026 | 3:01 PM 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 Britt Road Reconstruction and Culvert Replacement 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 December 31, 2026. 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 $ 2,566,569.00 (Two Million Five Hundred Sixty-Six Thousand Five Hundred Sixty-Nine 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.j.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,743,848.00 (One Million Seven Hundred Forty-Three Thousand Eight Hundred Forty-Eight 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.m. and 5.n. 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: _____

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: _____

Name: James S. Stroz, Jr., P.E.
Title: Director of Transportation Development

Legal Review:

DocuSigned by: _____

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Local Agency Program Agreement – Britt Road Reconstruction and Culvert Replacement Project; FPN 457479-1-58-01 & FPN 457479-1-68-01

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman

This 18 day of February, 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:

2/13/26

Melanie Marsh, County Attorney

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 457479-1-58/68-01

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 Britt Road Reconstruction and Culvert Replacement Project within Lake County is a roadway reconstruction project along Britt Road for approximately 260 feet.

Proposed improvements along Britt Road include roadway, embankment, and drainage work. The project will address the washed-out section of Britt Road and include grading upstream and downstream of the road crossing. New 48-inch reinforced concrete pipe (RCP) culverts, inlets and a headwall will be installed from Britt Road east toward Lake of the Woods. A baffle box will be installed to provide water-quality treatment for runoff from the stormwater basin. An underdrain system will be constructed to collect groundwater flow in the area. A U-type or mitered end section and riprap will be installed at the pipe outfall location. The roadway will be reconstructed within the same alignment and will include base preparation, stabilization, asphalt paving, and pavement markings. The reconstructed roadway will also include shoulders and swales.

Other construction elements include mobilization; maintenance of traffic; erosion control; clearing and grubbing; regular and subsoil excavation; embankment construction; and sodding. Thermoplastic pavement markings will be installed along the roadway corridor.

Currently, the following items are not eligible for reimbursement and will be locally funded*:
- Special-1 Baffle Box
- 440 1 10 Underdrain, Type I
- 430 174 147 Pipe Culvert, Optional Material, Round, 48" SD
  - This size of pipe culvert is considered an upgrade. Only the cost of a 24" pipe will be covered.

*If any of the items listed as ineligible above are deemed to be eligible for reimbursement prior to the start of construction the agreement will be revised accordingly via Supplemental Agreement.

All pedestrian facilities shall comply with current Americans with Disabilities Act (ADA) standards. Utility coordination is required and has been coordinated. An Environmental Resource Permit (ERP) is being obtained from St. Johns River Water Management District for the project. Right-of-way acquisition is complete. The County (Recipient) shall construct the project within the limits of the existing right-of-way or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Lake County (Recipient) shall not advertise for Construction services until this Agreement is fully executed by both the Local Agency (Recipient) and FDOT and the written Notice to Proceed has been issued by FDOT.

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 will perform CEI Services utilizing its own forces. The Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). Supporting documentation required when submitting invoices for reimbursement are outlined in Exhibit "F" – Contract Payment Requirements.

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. If no billable or reimbursable activity has occurred during the initial and/or subsequent reporting periods, a PMSR shall be submitted reflecting the activity occurred during the reporting period, status of the project, and an explanation of why no reimbursement request is being submitted. 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 April 7, 2026.
b) Construction Duration of 88 days.
c) Construction to be completed (Final Acceptance) by August 28, 2026.

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:

The Federal Highway Administration (FHWA) Emergency Relief (ER) Program has established an 18.07% local match requirement 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. 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.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Lake County 350 N Sinclair Avenue Tavares, FL 32778	457479-1-58/68-01

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)	$ ____	$ ____	$ 0.00	$ ____
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)	$ 2,372,107.00	$ 787,581.00	$ 0.00	$ 1,584,526.00
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 2,372,107.00	$ 787,581.00	$ 0.00	$ 1,584,526.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2025-2026 (LAP)	$ 194,462.00	$ 35,140.00	$ 0.00	$ 159,322.00
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 194,462.00	$ 35,140.00	$ 0.00	$ 159,322.00
(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	$ 2,566,569.00	$ 822,721.00	$ 0.00	$ 1,743,848.00

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
FAEE811329C6494...
Signature

05/14/2026 | 12:23 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 - 5

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 BRITT ROAD RECONSTRUCTION AND CULVERT REPLACEMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Lake County, Florida intends to make improvements along Britt Road, to include, but not limited to roadway, embankment, and drainage work for the Britt Road Reconstruction and Culvert Replacement 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 improvements for the construction and construction engineering and inspection phases of the Britt Road Reconstruction and Culvert Replacement project, FPN 457479-1-58/68-01.

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 for the construction and construction engineering and inspection phases of the Britt Road Reconstruction and Culvert Replacement project, FPN 457479-1-58/68-01. 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 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 18 day of February, 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:	**$1,743,848.00**
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.

Docusign Envelope ID: 0650B933-654B-8114-828E-B7EA1B7163FE

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: 0650B933-654B-8114-828E-B7EA1B7163FE

To: Brianna.Battle@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3Q51

5/13/2026

CONTRACT INFORMATION

Contract:	G3Q51
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:	05/19/2026
Ending Date of This Agreement:	12/31/2026
Contract Total/Budgetary Ceiling:	ct = $1,743,848.00
Description:	Britt Road Reconstruction and Culvert Replacement

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 5/13/2026

Action:	Original	Original
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55054030589	55054030589
Expansion Option:	J8	J8
Object Code:	780000	780000
Amount:	$1,584,526.00	$159,322.00
Financial Project:	45747915801	45747916801
Work Activity (FCT):	703	703
CFDA:	20.205	20.106
Fiscal Year:	2026	2026
Budget Entity:	55150200	55150200
Category/Category Year:	088041/26	088041/26
Amendment ID:	O001	O001
Sequence:	00	01
User Assigned ID:		
Enc Line (6s)/Status:	0001/04	0002/04

Total Amount: $1,743,848.00

Local Agency Program (LAP) Risk Assessment
Subrecipient Monitoring Details

Entity Name: LAKE COUNTY
Project Description(s): BRITT ROAD RECONSTRUCTION AND CULVERT REPLACEMENT
FPID / Contract No(s).: 457479-1-58/68-01 | TBD
FAP No(s).: E251 171 E

Date of Review: 5/14/2026
Current Subrecipient Risk Level: MODERATE
Current or Estimated Project Funding: $2,566,569.00
Fiscal Year(s) of Project Delivery: 2025-2026

			RISK LEVEL (Project Assigned Frequency)	*RISK LEVEL (Minimum Frequency)*
#	Monitoring Activities	Description of Activity	MODERATE	
1	Invoice Review	Verify that all requested costs identified on the *"Local Programs Invoicing Template"* have supporting documentation and have been paid for by the Subrecipient. If issues are detected in the randomly selected invoice that are significant, then a site visit may be scheduled to resolve the matter in person. If issues are not adequately resolved, expand invoice review sample to next risk level frequency. Invoicing reviews occurring more often than quarterly will need to be defined in Exhibit A of the LAP Agreement.	Quarterly	Quarterly
2	Audit Review	*Single Audit:* Review Subrecipient's single audits (as applicable) in areas such as compliance, financial stability, disclosures of related party transactions, etc. for each year the project remains active.	N/A	Annually
		Period of Performance Date Monitoring: In addition, FDOT may focus on the area of "End Date Monitoring" to help improve project spending by target FHWA end dates.	Quarterly	Quarterly
3	Review of Programmatic, Performance and Quality Assurance Reports	Review reports submitted by the Subrecipient for programmatic, performance and financial progress and compliance. This will be accounted for in the Subrecipient's *"Project Monitoring Status Report"*. Report template will be provided by FDOT.	Quarterly	Quarterly
		Review quality assurance reviews, compliance assessments, and other reports performed by external entities for programmatic compliance .	As Applicable	As Applicable
4	Technical / Training Assistance Requirement	On Section E of the "LAP Certification Tool", the Subrecipient agrees to mandatory training requirements for staff performing LAP project delivery.	Annually	Annually
		The Subrecipient may request additional training from FDOT as needed, or when new staff are hired.	As Needed	As Needed
		At the discretion of the District LAP Administrator and based on prior results, training may also be needed for activities like: how to properly submit an invoice, providing required documentation, delivering proof of payment or understanding eligibility instructions. For SCAT deficiencies, the Subrecipient or the District may request onsite technical assistance by the SCAT Team.	As Needed	As Needed
5	Other Remedies	Identify additional monitoring activities may be performed to ensure compliance. (e.g., in-person interviews, site visits, coordination meetings) Incorporate activities into project agreement as needed.	As Needed	As Needed

Britt Road Reconstruction and Culvert Replacement

FPN No. 457479-1-58-01; Project No. 2026-05

ENGINEER'S ESTIMATE $1,660,074					Ranger Construction Industries, Inc.			Southern Development & Construction, Inc.			Gibbs & Register, Inc.			DB Civil Construction, LLC			Estep Construction, Inc.			C.W. Roberts Contracting Inc.			Cathcart Construction Company - Florida, LLC		
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	UNIT PRICE	QUANTITY	AMOUNT	UNIT PRICE	QUANTITY	AMOUNT	UNIT PRICE	QUANTITY	AMOUNT	UNIT PRICE	QUANTITY	AMOUNT	UNIT PRICE	QUANTITY	AMOUNT	UNIT PRICE	QUANTITY	AMOUNT	UNIT PRICE	QUANTITY	AMOUNT
101-1	Mobilization	LS	$151,313.98	1	$ 89,826.69	1.00	$ 89,826.69	$ 125,000.00	1.00	$ 125,000.00	$ 311,000.00	1	$ 311,000.00	$ 170,000.00	1.00	$ 170,000.00	$ 250,000.00	1.00	$ 250,000.00	$ 108,000.36	1.00	$ 108,000.36	$ 279,000.00	1.00	$ 279,000.00
102-1	Maintenance of Traffic	DA	$907.26	95	$ 70.96	95.00	$ 6,741.20	$ 50.00	95.00	$ 4,750.00	$ 100.00	95	$ 9,500.00	$ 180.00	95.00	$ 17,100.00	$ 200.00	95.00	$ 19,000.00	$ 218.10	95.00	$ 20,719.50	$ 100.00	95.00	$ 9,500.00
0104 10 3	Sediment Barrier	LF	$3.52	738	$ 1.71	738.00	$ 1,261.98	$ 10.00	738.00	$ 7,380.00	$ 2.00	800	$ 1,600.00	$ 5.00	738.00	$ 3,690.00	$ 5.00	738.00	$ 3,690.00	$ 9.50	738.00	$ 7,011.00	$ 20.00	738.00	$ 14,760.00
0104 11	Floating Turbidity Barrier	LF	$11.16	240	$ 14.27	240.00	$ 3,424.80	$ 15.00	240.00	$ 3,600.00	$ 20.00	240	$ 4,800.00	$ 20.00	240.00	$ 4,800.00	$ 20.00	240.00	$ 4,800.00	$ 47.90	240.00	$ 11,496.00	$ 100.00	240.00	$ 24,000.00
0110 1 1	Clearing and Grubbing	AC	$45,252.00	1.68	$ 22,497.72	1.68	$ 37,796.17	$ 68,857.14	1.68	$ 115,680.00	$ 40,000.00	1.68	$ 67,200.00	$ 100,000.00	1.68	$ 168,000.00	$ 75,000.00	1.68	$ 126,000.00	$ 314,392.19	1.68	$ 528,178.88	$ 197,450.00	1.68	$ 331,716.00
0120 6	Embankment	CY	$8.89	12095	$ 28.31	12095	$ 342,409.45	$ 15.00	12095	$ 181,425.00	$ 33.00	12095	$ 399,135.00	$ 24.00	12095	$ 290,280.00	$ 25.00	12095	$ 302,375.00	$ 58.05	12095	$ 702,114.75	$ 84.00	12095	$ 1,015,980.00
0160 4	Type B Stabilization	SY	$5.78	940	$ 12.73	940	$ 11,966.20	$ 20.00	940	$ 18,800.00	$ 21.00	940	$ 19,740.00	$ 26.00	940	$ 24,440.00	$ 20.00	940	$ 18,800.00	$ 16.30	940	$ 15,322.00	$ 50.00	940	$ 47,000.00
285709	Optional Base, Base Group 09	SY	$44.72	940	$ 75.01	940	$ 70,509.40	$ 40.00	940	$ 37,600.00	$ 35.00	940	$ 32,900.00	$ 40.00	940	$ 37,600.00	$ 40.00	940	$ 37,600.00	$ 29.20	940	$ 27,448.00	$ 80.00	940	$ 75,200.00
0334 1 13	Superpave Asphaltic Concrete Traffic C	TN	$144.46	102	$ 280.24	102	$ 28,584.48	$ 225.00	102	$ 22,950.00	$ 270.00	102	$ 27,540.00	$ 320.00	102	$ 32,640.00	$ 350.00	102	$ 35,700.00	$ 192.70	102	$ 19,655.40	$ 450.00	102	$ 45,900.00
0337 7 83	Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22	TN	$158.05	61	$ 362.27	61	$ 22,098.47	$ 300.00	61	$ 18,300.00	$ 390.00	61	$ 23,790.00	$ 400.00	61	$ 24,400.00	$ 400.00	61	$ 24,400.00	$ 292.40	61	$ 17,836.40	$ 750.00	61	$ 45,750.00
0425 1524	Inlets, DT Bot, Type C, JBOT, >10'	EA	$10,850.00	5	$ 14,046.33	5	$ 70,231.65	$ 14,000.00	5	$ 70,000.00	$ 14,000.00	5	$ 70,000.00	$ 19,000.00	5	$ 95,000.00	$ 14,500.00	5	$ 72,500.00	$ 12,308.65	5	$ 61,543.25	$ 39,000.00	5	$ 195,000.00
0425 1573	Inlets, Ditch Bottom, Type G, J Bot, <10'	EA	$17,794.44	2	$ 16,595.89	2	$ 33,191.78	$ 15,000.00	2	$ 30,000.00	$ 13,700.00	2	$ 27,400.00	$ 22,000.00	2	$ 44,000.00	$ 25,000.00	2	$ 50,000.00	$ 17,806.75	2	$ 35,613.50	$ 34,255.00	2	$ 68,510.00
0425 2 92	Manholes, J-8, >10'	EA	$27,354.00	1	$ 16,061.12	1	$ 16,061.12	$ 15,000.00	1	$ 15,000.00	$ 12,300.00	1	$ 12,300.00	$ 19,000.00	1	$ 19,000.00	$ 18,000.00	1	$ 18,000.00	$ 13,435.05	1	$ 13,435.05	$ 31,870.00	1	$ 31,870.00
430174148	Pipe Culvert, Optional Material, Round, 48" SD	LF	$533.66	461	$ 78.88	461	$ 36,363.68	$ 325.00	461	$ 149,825.00	$ 340.00	461	$ 156,740.00	$ 360.00	461	$ 165,960.00	$ 350.00	461	$ 161,350.00	$ 410.40	461	$ 189,194.40	$ 970.00	461	$ 447,170.00
430174160	Pipe Culvert, Optional Material, Round, 60" SD	LF	$661.70	25	$ 349.12	25	$ 8,728.00	$ 1,000.00	25	$ 25,000.00	$ 550.00	25	$ 13,750.00	$ 1,000.00	25	$ 25,000.00	$ 980.00	25	$ 24,500.00	$ 700.10	25	$ 17,502.50	$ 1,900.00	25	$ 47,500.00
430548100	Straight Concrete Endwalls, 48", Single, 0 Degrees, Round	EA	$13,500.00	1	$11,901.66	1	$ 11,901.66	$ 15,000.00	1	$ 15,000.00	$ 11,000.00	1	$ 11,000.00	$ 19,500.00	1	$ 19,500.00	$ 18,000.00	1	$ 18,000.00	$ 16,850.45	1	$ 16,850.45	$ 35,000.00	1	$ 35,000.00
430630960	U-Endwall, Index 430-012, 60" Pipe	EA	$45,334.00	1	$ 40,982.49	1	$ 40,982.49	$ 80,000.00	1	$ 80,000.00	$ 26,000.00	1	$ 26,000.00	$ 100,000.00	1	$ 100,000.00	$ 35,000.00	1	$ 35,000.00	$ 57,832.55	1	$ 57,832.55	$ 29,000.00	1	$ 29,000.00
0530 3 4	Riprap, Rubble, F&I Ditch Lining	TN	$139.67	133	$ 124.69	133	$ 16,583.77	$ 200.00	133	$ 26,600.00	$ 100.00	214	$ 21,400.00	$ 280.00	133	$ 37,240.00	$ 500.00	133	$ 66,500.00	$ 201.40	133	$ 26,786.20	$ 1,100.00	133	$ 146,300.00
0530 74	Bedding Stone	TN	$115.37	15	$ 94.78	15	$ 1,421.70	$ 500.00	15	$ 7,500.00	$ 130.00	107	$ 13,910.00	$ 450.00	15	$ 6,750.00	$ 400.00	15	$ 6,000.00	$ 309.30	15	$ 4,639.50	$ 980.00	15	$ 14,700.00
0570 1 2	Performance Turf, Sod	SY	$4.15	20000	$ 3.31	20000	$ 66,200.00	$ 2.00	20000	$ 40,000.00	$ 5.50	20,000	$ 110,000.00	$ 6.00	20000	$ 120,000.00	$ 5.00	20000	$ 100,000.00	$ 5.95	20000	$ 119,000.00	$ 15.00	20000	$ 300,000.00
0710 90	Painted Pavement Marking, Final Surface	LS	$7,000.00	1	$ 2,512.13	1	$ 2,512.13	$ 3,000.00	1	$ 3,000.00	$ 7,500.00	1	$ 7,500.00	$ 5,000.00	1	$ 5,000.00	$ 5,000.00	1	$ 5,000.00	$ 5,653.25	1	$ 5,653.25	$ 5,200.00	1	$ 5,200.00
0711 16101	Thermoplastic, Standard – Other Surfaces, White Solid, 6"	GM	$5,456.37	0.1	$ 18,555.50	0.1	$ 1,855.55	$ 7,000.00	0.1	$ 700.00	$ 17,000.00	0.1	$ 1,700.00	$ 9,000.00	0.1	$ 900.00	$ 20,000.00	0.1	$ 2,000.00	$ 10,050.30	0.1	$ 1,005.03	$ 26,000.00	0.1	$ 2,600.00
0711 16201	Thermoplastic, Standard-Other Surfaces, White, Solid, 6"	GM	$5,604.26	0.1	$ 18,555.50	0.1	$ 1,855.55	$ 7,000.00	0.1	$ 700.00	$ 17,000.00	0.1	$ 1,700.00	$ 9,000.00	0.1	$ 900.00	$ 20,000.00	0.1	$ 2,000.00	$ 10,050.30	0.1	$ 1,005.03	$ 26,000.00	0.1	$ 2,600.00
Subtotal Federal Aid Participating Items							$ 922,507.92			$ 998,810.00			$ 1,370,605.00			$ 1,412,200.00			$ 1,383,215.00			$ 2,007,843.00			$ 3,214,256.00
Non-Federal Aid Participating Items																									
0104 18	Inlet Protection System	EA	$170.86	7	$ 20.88	7	$ 146.16	$ 200.00	7	$ 1,400.00	$ 200.00	7	$ 1,400.00	$ 150.00	7	$ 1,050.00	$ 200.00	7	$ 1,400.00	$ 687.60	7	$ 4,813.20	$ 550.00	7	$ 3,850.00
0110 1 1	Clearing and Grubbing – Fence Removal	AC	$595.24	1.68	$ 3,029.74	1.68	$ 5,089.96	$ 3,500.00	1.68	$ 5,880.00	$ 5,000.00	1.68	$ 8,400.00	$ 14,000.00	1.68	$ 23,520.00	$ 75,000.00	1.68	$ 126,000.00	$ 1,796.55	1.68	$ 3,018.20	$ 19,000.00	1.68	$ 31,920.00
0120 5	Channel Excavation	CY	$29.59	1,541	$ 10.40	1,541	$ 16,026.40	$ 14.00	1,541	$ 21,574.00	$ 11.00	1,775	$ 19,525.00	$ 55.00	1,541	$ 84,755.00	$ 38.00	1,541	$ 58,558.00	$ 29.40	1,541	$ 45,305.40	$ 98.00	1,541	$ 151,018.00
0145 3	Geosynthetic Reinforced Embankment	SY	$6.82	142	$ 20.81	142	$ 2,955.02	$ 80.00	142	$ 11,360.00	$ 50.00	142	$ 7,100.00	$ 200.00	142	$ 28,400.00	$ 25.00	142	$ 3,550.00	$ 32.40	142	$ 4,600.80	$ 160.00	142	$ 22,720.00
0440 1 10	Underdrain, Type I	LF	$45.00	326	$ 39.59	326	$ 12,906.34	$ 60.00	326	$ 19,560.00	$ 110.00	326	$ 35,860.00	$ 65.00	326	$ 21,190.00	$ 125.00	326	$ 40,750.00	$ 69.05	326	$ 22,510.30	$ 290.00	326	$ 94,540.00
0550 10 110	Fencing, Type A, 0.0-5.0', Standard	LF	$15.25	1,421	$ 12.86	1,421	$ 18,274.06	$ 18.00	1,421	$ 25,578.00	$ 13.00	1,421	$ 18,473.00	$ 22.00	1,421	$ 31,262.00	$ 30.00	1,421	$ 42,630.00	$ 18.55	1,421	$ 26,359.55	$ 85.00	1,421	$ 120,785.00
0550 60123	Fence Gate, Type A, Double, 12.1-18.0' Opening	EA	$2,300.00	2	$ 1,655.73	2	$ 3,311.46	$ 2,000.00	2	$ 4,000.00	$ 2,000.00	2	$ 4,000.00	$ 1,500.00	2	$ 3,000.00	$ 4,500.00	2	$ 9,000.00	$ 2,638.20	2	$ 5,276.40	$ 11,500.00	2	$ 23,000.00
0920 530 100	Fabric Formed Concrete Riprap	SY	$115.00	12.67	$ 2,485.70	12.67	$ 31,493.82	$ 2,500.00	12.67	$ 31,675.00	$ 500.00	12.67	$ 6,335.00	$ 1,500.00	12.67	$ 19,005.00	$ 500.00	12.67	$ 6,335.00	$ 2,757.75	2.67	$ 7,363.19	$ 4,400.00	12.67	$ 55,748.00
Special-1	Baffle Box	EA	$500,000.00	1	$ 46,778.73	1	$ 46,778.73	$ 150,000.00	1	$ 150,000.00	$ 160,000.00	1	$ 160,000.00	$ 198,000.00	1	$ 198,000.00	$ 225,000.00	1	$ 225,000.00	$ 51,787.50	1	$ 51,787.50	$ 170,560.00	1	$ 170,560.00
Special 2	Weeding – Manual	SY	$2.00	7,603	$ 1.42	7,603	$ 10,796.26	$ 1.00	7,603	$ 7,603.00	$ 0.25	7,603	$ 1,900.75	$ 2.00	7,603	$ 15,206.00	$ 1.00	7,603	$ 7,603.00	$ 2.15	7,603	$ 16,346.45	$ 8.00	7,603	$ 60,824.00
	Swale Check	SY									$ 225.25	45	$ 10,136.25												
Subtotal Non-Federal Aid Participating Items							$ 147,778.21			$ 278,630.00			$ 273,130.00			$ 425,388.00			$ 520,826.00			$ 187,381.00			$ 734,965.00
Total Lump Sum Bid							$ 1,070,286.13			$ 1,277,440.00			$ 1,643,735.00			$ 1,837,588.00			$ 1,904,041.00			$ 2,195,224.00			$ 3,949,221.00
Total Number of Days to Complete							64			64			64			64			64			64			64
Comments					Mathematical error on Item 285709 resulted in $40,130.35 greater bid. Bid was submitted as $1,030,155.78						Red Highlighting indicates that the quantity was changed by the bidder.									Red Highlighting indicates that the quantity was changed by the bidder.					

Britt Road Reconstruction and Culvert Replacement
Project No. 2026-05, Bid No. 26-711
Other Bidders

Contractor/Bidder	Contractor City	Contractor State	Total Bid	Total Number of Days
Ranger Construction Industries, Inc.	Winter Garden	FL	$1,030,155.78	64
Southern Development & Construction, Inc	Oviedo	FL	$1,277,440.00	64
Gibbs & Register	Winter Garden	FL	$1,643,735.00	64
DB Civil Construction, LLC	St. Augustine	FL	$1,837,588.00	64
Estep Construction, Inc.	Apopka	FL	$1,904,041.00	64
CW Roberts Contracting, Inc.	Wildwood	FL	$2,195,224.00	64
Cathcart Construction Company - Florida	Winter Springs	FL	$3,949,221.00	64

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

DATE: 06/15/2026
MEETING DATE: 7/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 43035
jeff earhart
BY: Jeffrey Earhart, Engineering & Operations Director - Central District
SUBJECT: DUKE Lighting Services Agreement for Hancock Road Segment F in Wellness Way

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to enter a Lighting Services Agreement with Duke Energy One, Inc. to install and maintain street lighting along 0.6 miles of Hancock Road from the south corner of the Hartwood Landing Subdivision to Hartwood Marsh Road.

The capital fiscal impact is $443,980 (expenditure - South District Road Impact Fee Fund) and is within, and will not exceed, the Fiscal Year 2026 Budget. The annual fiscal impact for maintenance is $3,708 plus electric fees (expenditure - Wellness Way MSTU Fund) and will be included in the future Fiscal Year Budgets. Commission District 1.

BACKGROUND SUMMARY: The County previously approved agreements for lighting on Wellness Way from US 27 to Lake/Orange County line and on Hancock Road from Wellness Way to the south corner of the Hartwood Landings Subdivision. This agreement is to continue the lighting to the north along Hancock Road from the south corner of the Hartwood Landings Subdivision to Hartwood Marsh Road.

The County entered an agreement with South Lake Crossings I, II, III and IV, LLC related to the development of the Wellness Way Area on March 23, 2021. Section 8(d) of the Roadway Improvement Agreement for Wellness Way and Hancock Road discusses street lighting and power distribution lines as follows:

Section 8(d) Street Lighting and Power Distribution Lines states that if street lighting is installed within a segment, the Developer will be responsible for the operation, maintenance and utility charges for the street lighting installed. This responsibility may be assigned by the Developer to the City, with the City’s consent, a property management company, a CDD or a homeowner's association. Prior to construction, the street lighting plans must be approved by the Department of Public Works, and evidence of a maintenance entity must be provided. The County shall not be responsible for maintenance of street lighting on the Hancock Road or Wellness Way road projects. Street Lighting is not eligible for Transportation Impact Fee Credits unless required by the City and approved by the Lake County Department of Public Works. 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 shall be provided to the Developer for utility installation.

Subsequent to the South Lake Crossing developer agreement, Lake County adopted the Wellness Way design guidelines for street lighting and the Wellness Way Municipal Services Taxing Unit (MSTU). With the adoption of the MSTU, a funding source has been identified for the County to implement the annual street lighting operation and maintenance.

The agreement with Duke is for the purposes of installing and maintaining street lighting along Hancock Road from the south corner of Hartwood Landing Subdivision to Hartwood Marsh Road for a distance of 0.6 miles. The installation will include sixteen (16), 25-ft tall street lights and thirty (30) ,12-ft high trail lights. Duke will provide lighting services to the County for a set monthly fee of $309 per month for two hundred and forty (240) months, which equates to $3,708 annually and $74,160 over the course of the 20-year term. Electric will be charged based on usage. The County agrees to pay a $443,980 Contribution in Aid of Construction (CIAC) prior to commencement of construction to cover capital costs associated with the lighting installation. At the end of the 240 months, ownership of the equipment will transfer to the County.

The City of Clermont has provided an email stating the street lighting is required per their code. The street lighting plan has been reviewed and approved by Lake County Public Works. Since the City is requiring the lighting and the Lake County Public Works Department has approved the lighting, the capital costs associated with such lighting are eligible for Transportation Impact Fee expenditure. Furthermore, the lighting is associated with an on-going collector road construction project, making it eligible for direct Transportation Impact Fee Funds.

Fiscal Impact: The fiscal impact is $443,980 capital (expenditure - South District Road Impact Fees) and annual maintenance is $3,708 (expenditure - Wellness Way MSTU).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
South Transportation Impact Fees	1157	5056670	860670		$443,980.00
Wellness Way MSTU	1390	5056100	830340		$3,708.00

Advertised Date: Paper:

Attachments:

1.	Clermont requesting lighting
2.	Hancock Wellness Way Vicinity map
3.	Location Map Hancock Road Network - showing segments
4.	FL - Clermont - Lake County - Hancock Rd Section F - TD26-0742FLR1-REVISION1
5.	Duke Energy One Lighting Services Agreement _6.29.2029 - signed

STAFF APPROVALS AND DATES:

Jeffrey Earhart	Created/Initiated - 06/15/2026
Jeffrey Earhart	Approved - 06/15/2026
David Hill	Approved - 06/16/2026
Kerri Andrews	Approved - 06/16/2026
Grace Burgos	Approved - 06/16/2026
Roberto Bonilla	Approved - 06/17/2026
Rachel Bartolowits	Approved - 07/06/2026
Ron Falanga	Approved - 07/06/2026
Kandace Pourbaix	Approved - 07/06/2026
Miranda Lanoue	Approved - 07/06/2026
Jaime Stewart	Approved - 07/06/2026
Melanie Marsh	Approved - 07/08/2026
Jennifer Barker	Approved - 07/09/2026
Marisol Saldana	Final Approval - 07/09/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

From: Scott Davidoff
To: Earhart, Jeffrey
Subject: RE: Wellness Way
Date: Monday, September 18, 2023 8:14:47 AM
Attachments: image001.png

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jeff,

Yes, our code does require Street Lighting.

Scott Davidoff, CPRP
Deputy City Manager
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7358
sdavidoff@clermontfl.org
www.clermontfl.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Earhart, Jeffrey <jeff.earhart@lakecountyfl.gov>
Sent: Wednesday, September 13, 2023 12:27 PM
To: Scott Davidoff <sdavidoff@clermontfl.org>
Subject: Wellness Way

Hi Scott,

Can you please confirm that City is requiring lighting along Wellness Way. This confirmation is needed to assist in allocating transportation impact fee funds.

Thanks
Jeff

JEFF EARHART, *PE*
Engineering Director

PUBLIC WORKS DEPARTMENT
Engineering Division

A 350 N. Sinclair Ave., P.O. Box 7800, Tavares, FL 32778-7800
P 352-253-6009 | **F** 352-253-9025 | **C** 352-250-0127
E jeff.earhart@lakecountyfl.gov | **W** www.lakecountyfl.gov

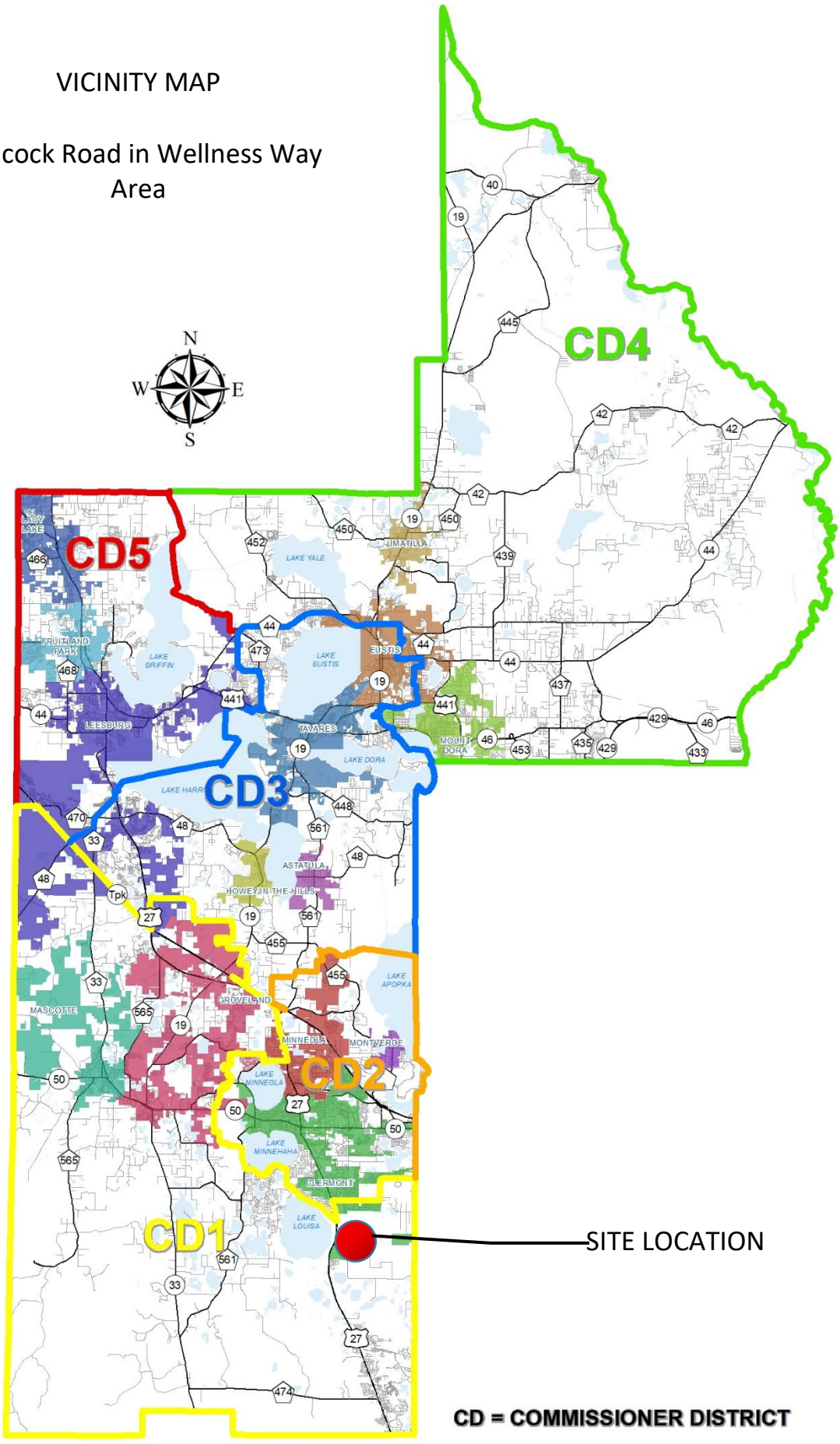
NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

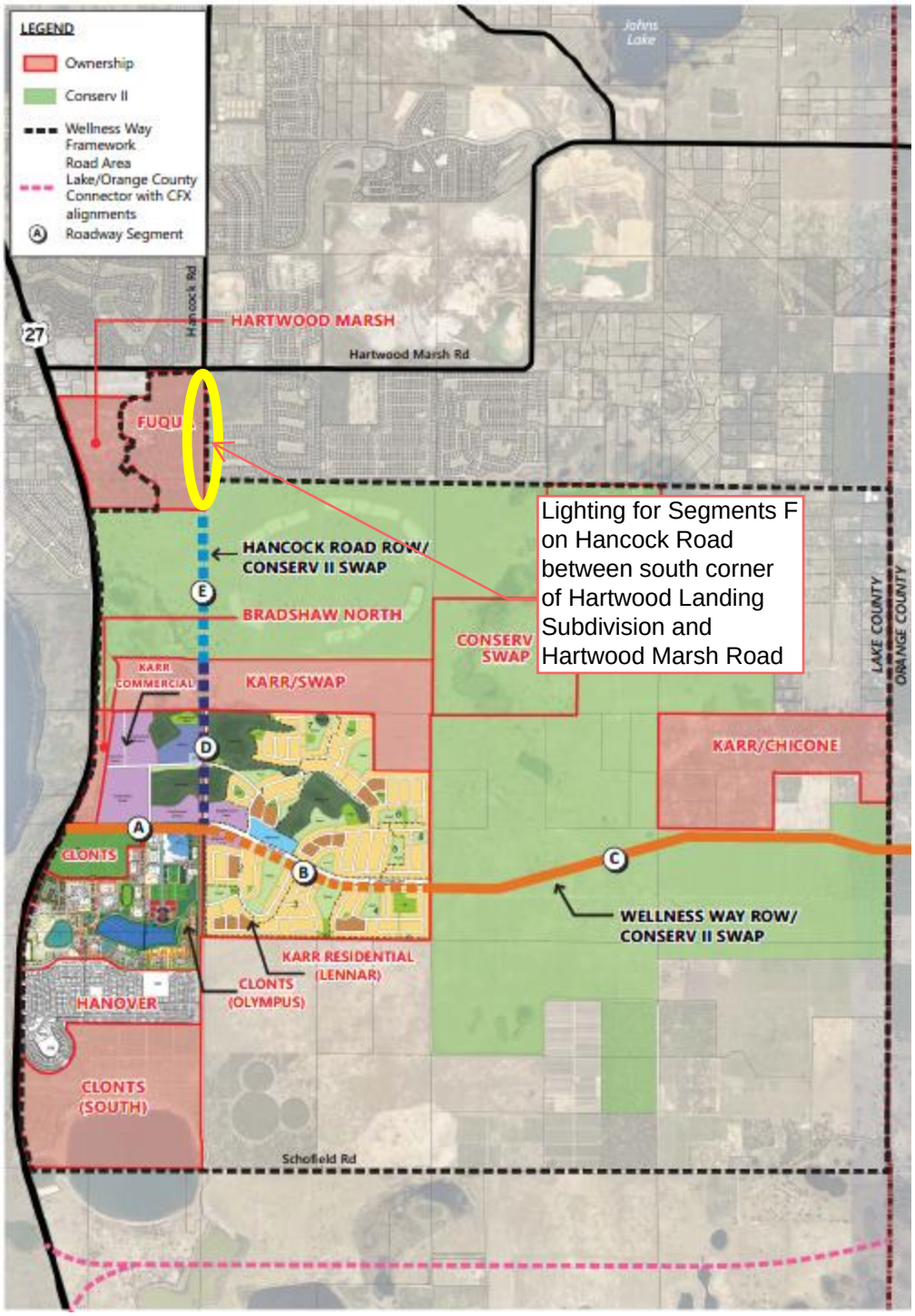
Website: https://www.clermontfl.gov/

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

VICINITY MAP

Hancock Road in Wellness Way Area

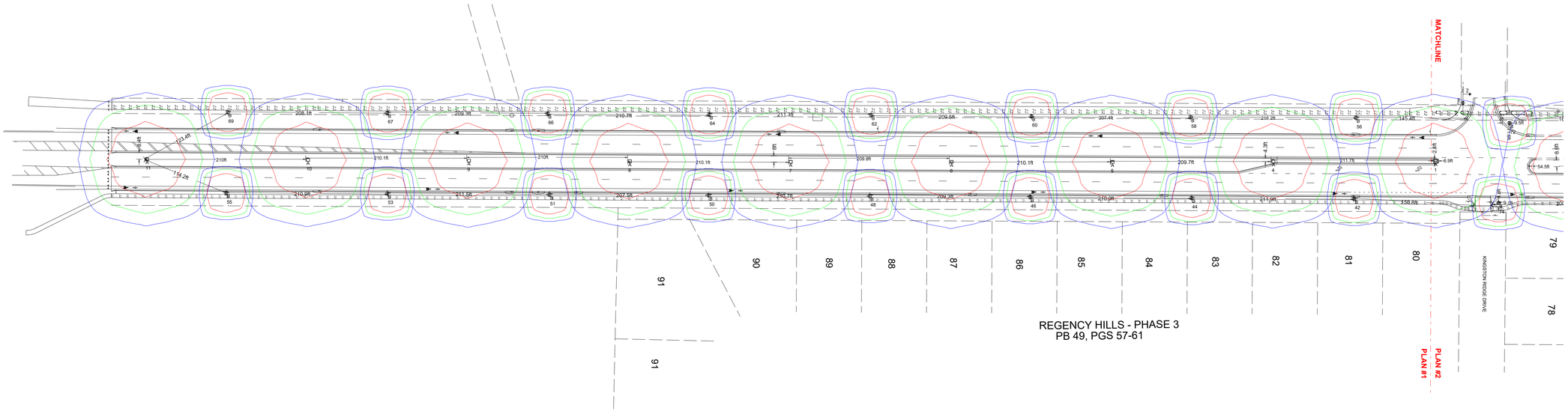




Lighting for Segments F on Hancock Road between south corner of Hartwood Landing Subdivision and Hartwood Marsh Road

REVISION NOTES:

1. Reduced the number of fixtures on the Type " A", went from double to single bracket.
2. Added (3) fixtures Type "B" to improve Crosswalk illumination.



Photometric Template Coverage And Notes - AREA1

Luminaire Schedule							
Symbol	Qty	Label	Description	Color	Arm	LLF	Mounting Height
	16	A	225W LED Enterprise Light Fixture, Type V, 3000K	BLACK	1	0.950	25'
	30	B	44W LED Enterprise Light Fixture, Type V, 3000K	BLACK	0	0.950	12'

Photometry Statistics - Horizontal Grade					
Label	Avg	Max	Min	Avg/Min	Max/Min
Eastside Sidewalk	0.96	2.0	0.3	3.20	6.67
Westside Sidewalk	0.74	1.9	0.3	2.47	6.33

General Notes:

1. Poles with fixture label "A" are Aluminum 30' OAL direct buried tenon top with a fixture mounting height of 25' AFG, black in color.
2. Poles with fixture label "B" are Aluminum 16' OAL direct buried tenon top with a fixture mounting height of 12' AFG, black in color.
3. Poles shall be set 1' in front of sidewalk unless shown or noted otherwise.
4. Owner shall be responsible for coordinating any landscape conflicts with landscape architect. Owner shall be responsible for any necessary future trimming or pruning of proposed landscaped plantings.

N

REVISION 1

DUKE ENERGY ONE
Outdoor Lighting Solutions
3300 Exchange Place
Lake Mary, Florida 32746
www.duke-energy.com

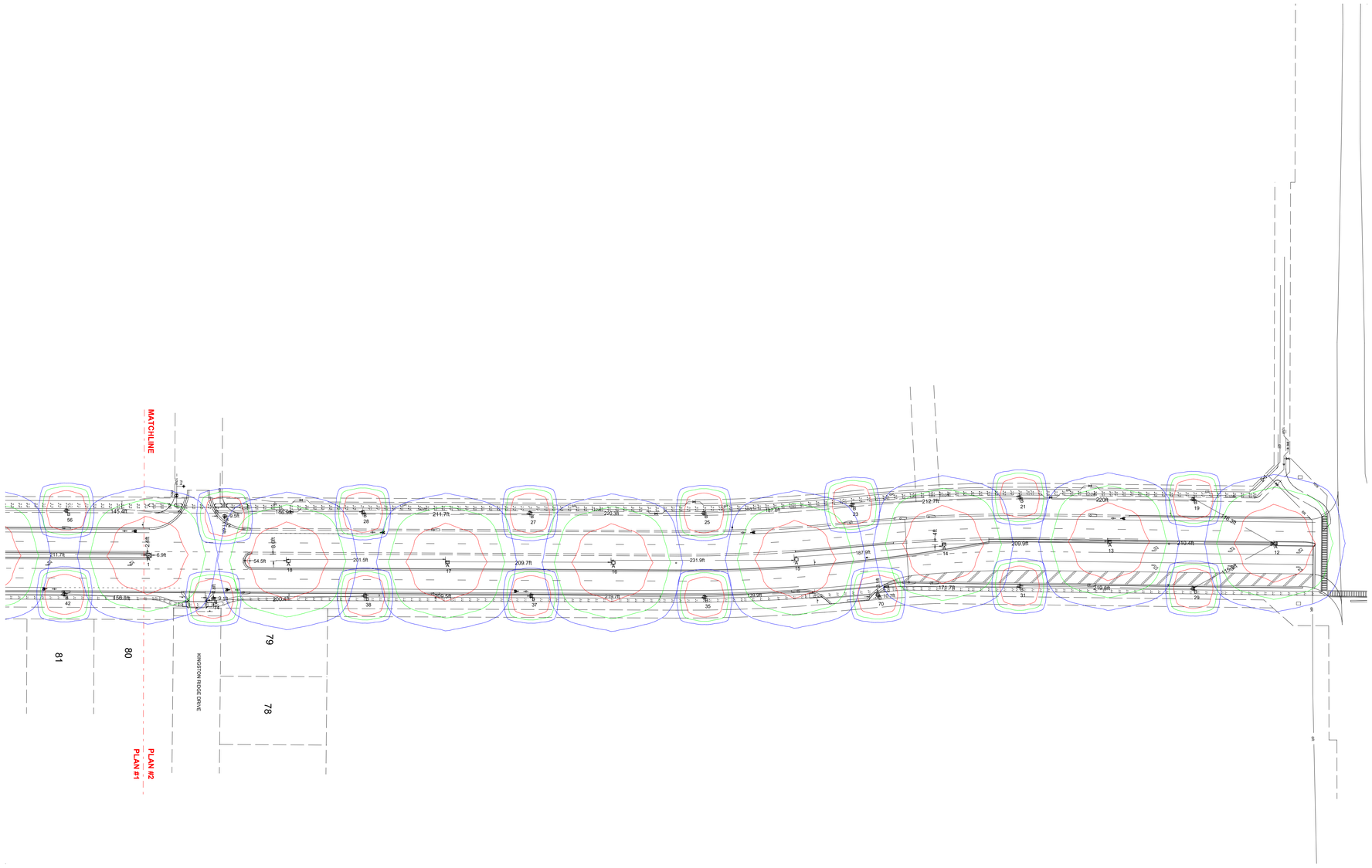
Lighting Zones Tolerance: Calculated luminaire levels in the lighting design are maintained at grade. Based on the photometric information that has been supplied to Duke Energy One, we can maintain a tolerance of +10% of the calculated footcandle values. However, differences in luminaire manufacturing tolerances, installation, surrounding surfaces, obstructions (foliage, lamp replacement, and ballast and voltage variations) may cause differences in the field. Duke Energy One cannot be held responsible for differences between the field and the calculated results.

Disclaimer & Confidential: This document together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Duke Energy One, shall be at reuser's sole risk and without liability or legal exposure to Duke Energy One. All rights reserved. Unpublished - rights reserved under the Copyright Laws of the United States. Duke Energy One and its employees and agents shall not be responsible for any unauthorized use of or reliance upon this document, or any adaptation or modification of same by any unauthorized entity or for any purpose not specifically identified in the project description hereof. Any such unauthorized use, reliance, adaptation or modification, or any purpose not specifically identified in the project description hereof, may be undertaken at the unauthorized user's or entity's sole risk and without liability to Duke Energy One, and the unauthorized user or entity shall indemnify and hold harmless Duke Energy One from and against any damages, losses, and expenses including reasonable attorney's fees and costs arising out of or resulting therefrom.

Hancock Road (Section F) - Roadway Lighting Plan

Lake County, Florida

Designer
T. Dickson
Date
6/15/2026
Scale
1"=70'
Drawing No.
TD26-0742FLR1



INTERNAL

Outdoor Lighting



ENTERPRISE LED
(Meets Dark Sky Criteria)

LED (Light-emitting diode)	34 | 50 | 150 | 220 watts
Mounting height	17', 20' (50W) | 25', 30' (150W/220W)
Color	Black
Pole	Aluminum Colonial concrete Promenade concrete
Applications	Neighborhoods Parks Pathways/walkways Shopping centers Streets

Light source: LED (white)
Wattage: 34 | 50 | 150 | 220 watts
Lumens: 3,671 (34W) | 4,640 (50W) | 16,500 (150W) | 22,500 (220W)
Light pattern: Type III (50W | 150W | 220W) / Type IV (150W | 220W), Type V (150W | 220W)
IESNA cutoff classification: Full-cutoff
BUG rating: 50W Type III = B2U0G2
150W Type III = B2U0G3 / Type IV = B3U0G3 / Type V = B4U0G2
220W Type III = B3U0G3 / Type IV = B3U0G4 / Type V = B5U0G3
Color temperature: 3,000K (50W | 150W | 220W) / 4,000K (150W | 220W)



Light distribution pattern

POLE AVAILABLE	MOUNTING HEIGHT	COLOR
Aluminum	17'	Black
Colonial concrete	17', 20'	Black
Promenade concrete	25', 30'	Black

FEATURES	BENEFITS
Turnkey operation	Provides hassle-free installation and service
Little or no installation cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance, electricity & warranty included	Eliminates high and unexpected repair bills
One low monthly cost on your electric bill	Convenience and savings for you

For additional information, contact
us at DEUTwinkle@duke-energy.com.

DUKE ENERGY. ONE

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Light Fixture Information

Photometric Template Coverage And Notes - AREA2

Luminaire Schedule

Symbol	Qty	Label	Description	Color	Arm	LLF	Mounting Height
	16	A	225W LED Enterprise Light Fixture, Type V, 3000K	BLACK	1	0.950	25'
	30	B	44W LED Enterprise Light Fixture, Type V, 3000K	BLACK	0	0.950	12'

Photometry Statistics - Horizontal Grade

Label	Avg	Max	Min	Avg/Min	Max/Min
Eastside Sidewalk	0.96	2.0	0.3	3.20	6.67
Westside Sidewalk	0.74	1.9	0.3	2.47	6.33

N

REVISION 1

DUKE ENERGY ONE
Outdoor Lighting Solutions
3300 Exchange Place
Lake Mary, Florida 32746
www.duke-energy.com

Lighting Design Tolerances - Calculated quantities listed in this lighting design are subject to manufacturing and field variances. Actual performance of any manufactured luminaire may vary due to variations in electrical voltage, tolerance of lamps and other components, and variations in photometric test laboratories. Additional variations may exist between laboratory tests and actual field performance due to environmental conditions. Calculations do not include obstructions such as trees, buildings, signs, structures, or other objects that may cast shadows on the task being illuminated. Actual field measurements may vary due to these and other light loss factors. Designs are based on new equipment. Lighting systems should be maintained on a regular basis to achieve desired results.

Proprietary & Confidential - This document together with the concepts and designs presented herein, as an instruction of service, is and shall remain the property of Duke Energy One, and is intended only for the specific purpose and client for which it was prepared. Reuse of or improper reliance on this document without written authorization by Duke Energy One, shall be without liability to Duke Energy One, and client shall indemnify and hold harmless Duke Energy One for all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any unauthorized use of or modification to this document will also void Duke Energy One's liability. By your acceptance or use of these plans you agree to the above stated conditions.

Hancock Road (Section F) - Roadway Lighting Plan

Lake County, Florida

Designer
T. Dickson
Date
6/15/2026
Scale
1"=70'
Drawing No.
TD26-0742FLR1

Lighting Services Agreement P-000198
Hancock Road Section F

THIS LIGHTING SERVICES AGREEMENT ("Agreement") is entered into by and between **Duke Energy One, Inc.,** a Delaware corporation, having a physical address at 3300 Exchange Place, Lake Mary, FL 32746 ("Duke") and **LAKE COUNTY, FLORIDA,** a political subdivision of the State of Florida (the "**County**"). Duke and the County are hereinafter each referred to as a "Party" and collectively as the "Parties."

WHEREAS, the County desires for Duke to provide lighting equipment and services as a managed service ("Services") to the County at one or more of its locations (each a "Site") as defined and set forth in the applicable Exhibits which shall be attached to this Agreement from time to time; and

WHEREAS, Duke is willing to provide certain specified equipment and the Services in accordance with the terms and conditions defined below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Scope of Services**. Duke shall provide various Services from time to time, including all of the following: (a) the installation of equipment as identified in an applicable Exhibit (the "Equipment"); (b) the operation of the Equipment; and/or (c) the maintenance, repair and replacement of the Equipment. The Services to be provided by Duke shall be described in an applicable Exhibit to this Agreement.

2. **Exhibits to the Agreement.** Each Exhibit shall be signed by both Parties. All Exhibits executed by the Parties that reference this Agreement are incorporated into this Agreement by reference and intended to be binding on the Parties hereto.

3. **Payment**. Duke's compensation for the Services shall be described in the applicable Exhibit. Duke will bill the County on a monthly basis or as Services are performed. Invoices shall be due and payable on terms specified in the applicable Exhibit. Overdue amounts shall be subject to a late fee each month equal to a percentage specified in the Exhibit for any unpaid balance.

4. **Term and Termination**.

   A. The term of this Agreement shall continue for so long as any Exhibit remains in force and effect. Each Exhibit may specify a term for the provision of Services as specified in the applicable Exhibit (the "Exhibit Term") to continue after the Commencement Date (as defined in the applicable Exhibit). This Agreement and each such Exhibit shall continue in force and effect unless otherwise terminated as provided herein. If either Party breaches any material provision of this Agreement or an Exhibit, including payment obligations, which material breach remains uncured for a period of thirty (30) days following receipt of written notice, the non-breaching Party may terminate this Agreement and such Exhibit and exercise all available remedies including, in the event of breach by the County, immediate removal by Duke of all its Equipment.

   The County shall have the right to terminate this Agreement by (a) providing a minimum of ninety (90) days written notice prior to termination and (b) paying the termination fee ("Termination Fee") specified in the applicable Exhibit, plus paying the then current value of the Equipment at the Fair Market Value of the Equipment as determined pursuant to Section 4.E. below. In the event of any such termination, Duke shall be paid for all Services provided prior to the effective date of termination in addition to the applicable Termination Fee. Upon Duke's receipt of payment in full of all of the County's payment obligations, including the applicable Termination Fee.

B. Upon Duke Energy's receipt of payment in full of all of the County's payments obligations, including applicable Termination Fee, the County shall own the Equipment on an "AS IS" basis.

C. Each Exhibit also shall be terminated immediately upon the occurrence of: (i) insolvency of either of the Parties, and (ii) changes in laws, regulations or governmental restrictions which would make the providing of the applicable Services impossible or impractical for Duke, or (iii) any act which jeopardizes Duke's title to or rights in the Equipment.

D. Duke may terminate this Agreement for its convenience and benefit by providing at least ninety (90) days prior written notice to the County. Such termination by Duke shall not relieve Customer of the County's obligation to pay Duke for Services performed up to the date of termination. Upon such termination, the County shall own the Equipment on an "AS IS" basis.

E. At least sixty (60) days prior to the expiration of the Exhibit Term of each Exhibit or any extensions, the County shall send notice to Duke of its choice of the options indicated below. If the County fails to issue such notice in a timely manner, or if the option selected by the County is not accomplished within a period not to exceed sixty (60) days after the date the County's notice is received, Duke may, at its option and in Duke's sole discretion, abandon the Equipment in place. Such abandonment will serve to transfer title and all rights and obligations incident thereto to the County. The County agrees to accept title to any Equipment so abandoned on an "AS IS" basis. With the issuance of timely notice, the County has the option to:

(i) Request that Duke remove the Equipment from the Site, solely at the County's expense and at no cost or expense to Duke; or

(ii) Enter into a new Exhibit under the terms agreeable to both Parties in each Party's discretion.

As used in this Section, including the circumstances of the County's termination of an Exhibit before the Exhibit Term has expired under Section 4.B., the term "**Fair Market Value**" shall mean the price which a willing buyer (who is neither a lessor (whether or not in possession), nor lender (whether or not in possession) nor a used equipment dealer) would pay for the Equipment in an arm's length transaction to a willing seller under no compulsion to sell; provided however, that in such determination:

(i) the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned under this Agreement;

(ii) the Equipment will be valued on an installed and in place basis; and

(iii) costs of removal of the Equipment from the current location shall not be a deduction from such valuation.

If the Parties are not able to agree on the Fair Market Value at least sixty (60) days prior to the expiration of the Exhibit Term or sixty (60) days prior to the early termination date elected by the County under Section 4.B., Duke and the County shall agree upon an independent appraiser (reasonably acceptable to Duke and the County) to determine the Fair Market Value, and that determination shall be final, binding and conclusive on both Parties. Duke and the County shall equally share all costs associated with any such appraisal.

5. **The County's Duties**. The County shall provide reasonable access to the Site at all times for Duke to perform the Services, including access for all vehicles (including, but not limited to, cranes and other heavy construction vehicles), tools, materials and supplies reasonably required for maintenance of the Equipment. The County shall provide a location on the Site for installation of Equipment, as well as reasonable lay-down area to store parts and perform the Services. Any additional costs incurred by Duke due to inadequate access to the Site shall entitle Duke to an equitable adjustment in its installation schedule and the compensation. The County shall promptly furnish Duke with all information necessary for Duke to perform the Services, and Duke shall be entitled to rely upon such information. Duke shall have the right to suspend Services or adjust the schedule accordingly due to inadequate access to the Site, if any necessary information is not promptly provided, or if the safety of any person or property might be jeopardized by continuing with the Services. The County shall be responsible for site restoration including landscape or irrigation removal, replacement or repair.

6. **Ownership Rights**. During the term of this Agreement, Duke shall retain title to all Equipment provided by Duke pursuant to this Agreement, including all enhancements and accessories thereto, notwithstanding the fact that the Equipment or any part thereof may become in any manner attached to, embedded in or resting on any real property or building of the County. The County shall take no affirmative actions that result in the Equipment, and all enhancements and accessions thereto, being encumbered by any liens, encumbrances, or claims of any kind. The County shall not make any alterations, additions or improvements to the Equipment without Duke's prior written consent.

7. Intentionally Deleted.

8. **Safety**. The County will ensure that all Occupational Safety and Health Act requirements are adhered to for the area of the Site where any Equipment, in support of the Services, is stored or situated. Duke will ensure that all Occupational Safety and Health Act requirements are adhered to during construction, installation, maintenance, repair and replacement of the Equipment at the County's Site. The County shall promptly notify Duke of any events or problems, other than that of a routine nature, relating to the operation and maintenance of the Equipment, which come to the County's attention. The County shall not permit its employees, contractors or others to tamper with, adjust, or change any of the Equipment.

9. **Warranty.** Duke shall perform the Services (i) in a professional, safe, diligent, and workmanlike manner consistent with the highest industry standards, (ii) free of material defects and errors, (iii) in compliance with all applicable laws, rules, permits, approvals, codes, regulations, and ordinances, and (iv) in such a way as to minimize unreasonable interference with the operation of the County's Site. Duke shall obtain all federal, state, local and municipal permits, licenses and approvals required in connection with any construction, installation, or maintenance work. The Equipment provided by Duke shall be in good working order and free of material defects and errors. Except as otherwise provided in this Agreement or any applicable Exhibit, Duke makes no other warranties or representations, whether statutory, express, or implied.

WITH REGARD TO EQUIPMENT PROVIDED BY DUKE FOR CUSTOMER IN CONNECTION WITH DUKE'S PERFORMANCE OF THIS AGREEMENT, THE ONLY WARRANTIES APPLICABLE TO THE EQUIPMENT ARE THOSE WARRANTIES, IF ANY, PROVIDED IN THIS AGREEMENT, ANY APPLICABLE EXHIBIT, AN THOSE MADE BY THE APPLICABLE MANUFACTURERS OF SUCH EQUIPMENT. DUKE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY,

EXPRESS, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **Limitation of Liability.** EXCEPT FOR DUKE'S INDEMNIFICATION OBLIGATIONS IN SECTION 20 BELOW, DUKE'S TOTAL CUMULATIVE LIABILITY FOR CLAIMS OF ANY KIND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGE RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, SHALL IN NO CASE EXCEED THE TOTAL AMOUNT OF FEES FOR THE SERVICES AND EQUIPMENT (INCLUDING MONTHLY FEES AND ANY CONTRIBUTION IN AID OF CONSTRUCTION OR OTHER CONSTRUCTION FEES) ACTUALLY PAID BY CUSTOMER TO DUKE DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, AND CUSTOMER HEREBY RELEASES DUKE FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT. THIS MONETARY LIMITATION SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

    NEITHER DUKE NOR CUSTOMER SHALL BE LIABLE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE RELATING TO THE SERVICES OR THIS AGREEMENT, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL LOSS OR DAMAGE, ANY DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT, OR ANY LOSS OF USE OF PROPERTY OR EQUIPMENT.

    ALL OF THE PROVISIONS OF THIS AGREEMENT PROVIDING FOR LIMITATION OF OR PROTECTION AGAINST LIABILITY OF DUKE SHALL ALSO PROTECT ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AND AFFILIATES, AND SHALL APPLY REGARDLESS OF THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF DUKE, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AFFILIATES.

    THE PROVISIONS OF THIS SECTION 10 SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT.

11. **Protection of Equipment**. The County shall protect the Equipment from and shall be liable for loss or damage to the Equipment while the Equipment is on the County's property, resulting from the gross negligence or intentional misconduct of the County, vandalism or weather-related damage.

12. **Assignment; Subcontracting**. This Agreement shall inure to the benefit of and be binding on the Parties and their successors and assigns. Neither Party shall assign all or any portion of this Agreement without the prior written consent of the other Party, except that either Party may assign the Agreement without such consent to its successor by merger, or to an entity acquiring all or substantially all of its assets or to its parent or a wholly owned subsidiary; provided however, following an assignment to a parent or other subsidiary, the assigning Party shall remain liable for the performance of this Agreement by such parent or subsidiary. Duke may use subcontractors to perform the Services, but Duke shall continue to be responsible for the performance of the Services.

13. **Site Ownership**. The County represents that it (i) has easement interests for use of the Site, or (ii) is authorized to bind and does bind (or will bind prior to the occurrence of any loss or damage thereto) all persons or entities currently having, or acquiring in the future any legal or equitable interest or right to occupy the Site, to the releases and limitations of liability set forth in this

Agreement. If the County fails to bind to this limitation any third party having, or hereafter acquiring, any interest in the Site, the County agrees, in an amount not exceeding the statutory limitations on liability for tort claims set forth in Section 768.28, Florida Statutes, to indemnify, defend and hold Duke harmless from and against such liability to the extent that it would cause Duke's total liability to exceed the limit of liability stated in this Agreement.

14. **Waiver**. The failure of either Party to insist upon performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such a right in the future.

15. **Confidentiality**. Information disclosed by either Party to the other may include confidential or proprietary information of such Party or third parties to whom it is bound by written obligations of confidentiality ("Confidential Information"). If such Confidential Information is specifically labeled as proprietary or confidential, the Party receiving such Confidential Information shall keep it in confidence and shall not disclose it to any third party for a period ending two (2) years after completion of the applicable Services. Neither Party shall be obligated to maintain the confidentiality of any Confidential Information if: (a) the information was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the other Party and the receiving Party was under no legal obligation to protect the confidentiality of such information; (b) the information is independently developed by the receiving Party without the utilization of the Confidential Information; (c) the information is or becomes public knowledge without the fault of the receiving Party; (d) the information is or becomes available to the receiving Party from another source without breach of any legal obligation to protect such information; or (e) the information is further disclosed by the receiving Party pursuant to a legal or other governmental requirement, including the Florida Public Records law, and the receiving Party gives reasonable prior notice to the disclosing Party of such legal or other government requirement to make such further disclosure, promptly in writing, and prior to making any such disclosure, so that the disclosing Party may seek and obtain appropriate relief to limit or narrow disclosure and to obtain a protective order to prevent publication; provided, however, that the Florida Public Records law does not allow for notice before producing the records and Duke acknowledges and agrees that the County will provide notice but will not hold any document identified as a public record for any specified time before releasing the document to the requesting party.

16. **Delays**. In no event shall Duke be responsible for any damages arising out of any failure to perform or delay due to any cause beyond Duke's reasonable control, including but not limited to riot, war, public emergency, fire, earthquake, acts of God, governmental restrictions, labor disturbances, strikes, delays in delivery of Equipment, or any act or failure to act by the County or any third party. In such an event, Duke shall be entitled to an extension of time necessary to overcome the cause of the failure to perform or delay.

17. **Survival; Severability**. All Sections of this Agreement providing for indemnification, confidentiality or limitation of liability shall survive termination, cancellation or expiration of this Agreement or any Exhibit to this Agreement. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable for any reason, the invalid provision or part thereof shall be stricken from the Agreement, and the remainder of the Agreement or provision shall be valid and enforceable to the fullest extent permitted by law.

18. **No Publication**. The County shall not use Duke's name or the fact that Duke is performing Services for the County in any press releases, media statements or public communications or otherwise publicize this Agreement without Duke's prior written consent. The County shall not use

Duke's (including its subsidiaries and affiliates) name, logos, trademarks, service marks, trade names or trade secrets in any way without Duke's prior written consent, and Duke shall not be deemed to have granted the County a license of, or granted the County any rights in, any of the foregoing by entering into this Agreement. Additionally, Duke shall not use the County's name, logo or seal in any press release, media statement or public communications or otherwise publicize this Agreement without the County's prior written consent.

19. **Insurance**. Duke represents and warrants that it has met all requirements under Florida law with regard to workers' compensation and automobile liability coverage. Duke is self-insured for workers' compensation, automobile liability and general liability coverage.

20. **Indemnification.** To the extent permitted by law, Duke shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the construction, installation, maintenance, repair, and replacement of the Equipment or other Services at the County's Site by Duke or its employees, agents, servants, partners, principals or subcontractors provided, however, the foregoing shall not apply to the extend any claims, liabilities, and expenses are caused by the sole negligence or intentional misconduct on the part of the County or others acting on behalf of the County. Duke shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of County as set forth in Section 768.28, Florida Statutes.

21. **Notices**. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the Parties at:

Duke Energy One, Inc.	**Lake County, Florida**
3300 Exchange Place	315 W. Main Street
Lake Mary, FL 32746	P.O. Box 7800
	Tavares, FL 32778
Attn: Jim Cowling	Attn: County Manager
	County Engineer

22. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by Duke for or on behalf of the County will be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. Duke will maintain the files and papers for not less than five (5) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR

will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the County.

Pursuant to Section 119.0701, Florida Statutes, Duke will comply with the Florida Public Records' laws, and will:

A. Keep and maintain public records required by the County to perform the services identified herein.
B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Duke does not transfer the records to the County.
D. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the service. If Duke transfers all public records to the County upon completion of the contract, Duke will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Duke keeps and maintains public records upon completion of the Agreement, Duke will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
E. **IF DUKE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT CR_ENGINEERING@LAKECOUNTYFL.GOV.**
F. 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.
G. Unless otherwise provided, Duke 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 Duke receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, Duke shall continue to maintain all service records until final resolution of the dispute or litigation.

23. **Entire Agreement**. The Parties acknowledge that this Agreement and all Exhibits agreed to by the Parties constitute the entire agreement between the Parties and supersede all previous agreements and understandings concerning the Services. The terms and conditions of any purchase order or the like issued by the County are superseded by the terms and conditions of this Agreement.

24. **Counterparts; Facsimile and PDF signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution by either facsimile signature or photocopy signature embodied in a pdf executed document shall be deemed to be (and shall have the same effect as) execution by original signature; provided however, the original signature must be transmitted to

the other Party within five (5) calendar days following submission of a facsimile or pdf photocopied signature.

25. **Governing Law**. This Agreement shall be governed by the internal laws (as opposed to the conflict of law provisions) of the State of Florida.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DUKE ENERGY ONE, INC.

By: Jim Cowling
Jim Cowling (Jun 30, 2026 08:58:51 EDT)
Jim Cowling

Title: Director, Outdoor Lighting

Date: 06/30/2026

COUNTY

LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Leslie Campione, Chairman

This _____ day of _____, 2026.

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

Approved as to form and legality:

Melanie Marsh
County Attorney

Exhibit Number 1

This **EXHIBIT NUMBER 1 ("Exhibit 1")** is entered into as of _____ the ("Effective Date") by and between **LAKE COUNTY, FLORIDA,** a political subdivision of the State of Florida (the "**County**"), whose address is 315 West Main Street, P.O. Box 7800, Tavares, Florida 32778 and **Duke Energy One, Inc.** ("Duke"). This Exhibit is issued pursuant to the Lighting Services Agreement dated as of June 15, 2026 which is hereby incorporated in Exhibit 1 by reference and shall be governed by the terms and conditions set forth therein. However, in the event of any conflict between the terms and conditions of the Lighting Services Agreement and this Exhibit 1, this Exhibit 1 shall prevail.

Duke Energy and the County intend for Duke to construct and install the Equipment at the Site in accordance with (i) the lighting plans set forth in Exhibit A attached hereto; provided, however, the lighting plans subject to revision upon mutual agreement of Duke Energy and customer, and (ii) the estimated construction schedule set forth in Exhibit B attached hereto.

Scope of Services:

Duke shall design, procure, construct, install, own, maintain, repair, and replace the roadway lighting fixtures, light poles brackets, and related equipment ("Equipment") at the County's facility located at Hancock Road Section F, Clermont, FL 34714 ("Site") to provide the Equipment and Services as a managed service for the Exhibit Term defined below.

Duke shall provide the labor, supervision, equipment, materials and transportation necessary for the design, procurement, construction, installation, maintenance, repair, and replacement of the Equipment at the County's Site (the "Services"). The County shall provide, at no cost to Duke, any plans, specifications, drawings, or information that may be necessary or useful in the performance of the Services that are in the County's possession.

The Equipment shall only be approved for use by the County upon: (i) completion of installation, (ii) connection to Duke's electric facilities and (iii) testing by Duke. Duke shall test the Equipment to ensure that it is in proper working order. The Exhibit Term will begin on the date the installation is complete and the Equipment has been successfully tested by Duke ("Commencement Date"). In the event the County is unable to provide a time for the Equipment to be tested within thirty (30) days immediately following completion of the installation activities, the Commencement Date will be established as the 31st day following completion of installation. Duke shall confirm the Commencement Date in writing in such form as may be reasonably requested by the County at any time after the Commencement Date has occurred.

Statement of Work:

Equipment to be Installed per Photometry dated 6-15-2026:

Quantity	Product Description
16	225W Enterprise Dark Sky Compliant LED, Type V, 3000K with Smart Control
30	44W Enterprise Dark Sky Compliant LED, Type V, 3000K with Smart Control
16	30' OAL Black Aluminum Poles including holiday GFI receptacle
30	16' OAL Black Aluminum Poles

Additional Information:

- All installation and maintenance work shall be done during normal business hours Monday through Friday 8:00 AM to 5:00 PM.
- Permits or associated fees are not included.
- Site restoration including landscape or irrigation removal, replacement or repair is excluded.

Customer Responsibilities:

The County will be responsible for the coordination of the following pertaining to the installation and testing of the Services or Equipment.

1. Provide best available drawings of the existing facilities at the Site.
2. Provide reasonable and timely access to the Site.
3. Obtain necessary approvals and perform all coordination and communications as required of property owner and/or building tenants to allow Duke to perform its obligations under this Exhibit if the County is not the Site owner.
4. Provide an acceptable date for testing the Equipment within thirty (30) days of the completion of installation activities.
5. Make payment for repairs due to vandalism at Duke's cost invoiced to the County for Duke's time and material.

Compensation and Term:

Duke will provide the Services, as described in "Statement of Work" hereof, to the County for a total cost of **Five Hundred Eighteen Thousand One Hundred Forty Dollars** (**$518,140)**. The County agrees to pay **Four Hundred Forty-Three Thousand Nine Hundred Eighty Dollars ($443,980)** towards the total cost as Contribution in Aid of Construction (CIAC) prior to commencement of construction, with the remaining balance paid through a firm monthly fee of **Three Hundred, Nine Dollars ($309)** per month plus applicable taxes for two hundred and forty (240) months ("**Exhibit Term**") as detailed in the Statement of Work. The Exhibit Term will begin on the date the installation is complete and Equipment has been commissioned ("Commissioning Date"). At the end of the Exhibit Term, ownership of the equipment will transfer to the County at no additional cost to the County.

All payments will be due and payable within thirty (30) days of the date of the invoice, including the payment of any applicable Termination Fee (defined below). Overdue amounts will be assessed a late

payment charge of 1.5% each month for any unpaid balance, or as set forth under Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

This **Exhibit 1** is valid for signature by the County no later than July 1, 2026, unless otherwise extended in writing by Duke.

IN WITNESS WHEREOF, the Parties have caused this **Exhibit 1** to be executed by their duly authorized representatives as of the date first above written.

DUKE ENERGY ONE, INC.

By: Jim Cowling
Jim Cowling (Jun 30, 2026 08:58:51 EDT)
(type/print): Jim Cowling
Title: Director, Outdoor Lighting

COUNTY

LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS

_____
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

Acceptance Certificate

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "**County**"), whose address is 315 West Main Street, P.O. Box 7800, Tavares, Florida 32778 agrees that the Equipment provided by Duke in **Exhibit 1** of the **Lighting Services Agreement** executed by the Parties on _____has:

i. been completely installed,

ii. been properly connected to the electric facilities, and

iii. successfully completed and passed testing by Duke.

The County acknowledges that the Equipment has been installed at Hancock Road Section D & E, Clermont, FL 34714 **("Site")** in accordance with the standards/parameters as established in the **Exhibit 1.**

The acceptance date of the Equipment provided under **Exhibit 1** to the **Lighting Services Agreement** is_ _____.

DUKE ENERGY ONE, INC.

By: Jim Cowling
Jim Cowling (Jun 30, 2026 08:58:51 EDT)

Jim Cowling

Title: Director, Outdoor Lighting

COUNTY
LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

_____
Leslie Campione, Chairman

This ___ day of _____, 2026.

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

Duke Energy One Lighting Services Agreement _6.29.2029

Final Audit Report 2026-06-30

Created:	2026-06-29
By:	Tim Burden (Tim.Burden@duke-energy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfP7p_pwYfB4wPDwRhD6v9GVpZ9dUlGkA

"Duke Energy One Lighting Services Agreement _6.29.2029" History

Document created by Tim Burden (Tim.Burden@duke-energy.com)
2026-06-29 - 8:29:16 PM GMT

Document emailed to james.cowling@duke-energy.com for signature
2026-06-29 - 8:31:53 PM GMT

Email viewed by james.cowling@duke-energy.com
2026-06-29 - 8:32:26 PM GMT

Signer james.cowling@duke-energy.com entered name at signing as Jim Cowling
2026-06-30 - 12:58:49 PM GMT

Document e-signed by Jim Cowling (james.cowling@duke-energy.com)
Signature Date: 2026-06-30 - 12:58:51 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-06-30 - 12:58:51 PM GMT

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

DATE: 06/16/2026

MEETING DATE: 7/14/2026

ITEM TYPE: Consent Item

ITEM ID: 43036

TO: Jennifer Barker, County Manager

THRU: Jeffrey Earhart, Engineering & Operations Director - Central District

BY: Jeffrey Earhart, Engineering & Operations Director - Central District

SUBJECT: CR 466A (from East of Timbertop Lane to East of Poinsettia Avenue) Construction Agreement with the Florida Department of Transportation

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RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval:
1. Of a County Incentive Grant Program (CIGP) agreement; and
2. To adopt a supporting Resolution with the Florida Department of Transportation (FDOT) for funding the construction services for the CR 466A from East of Timbertop Lane to East of Poinsettia Avenue Project; and
3. To adopt an Unanticipated Revenue Resolution (URR) to accept and appropriate $3,112,000 for the County Incentive Grant Program (CIGP); and
4. Of a Budget Transfer within the Central Transportation Benefit District fund in the amount of $2,400,000 from Easements/ROW to Infrastructure-Construction 466A Phase IIIB; and
5. Of a Budget Transfer within the Federal/State Grant fund to move $3,611,561 from Infrastructure-Construction CR466A Phase III (860674.50041) to Infrastructure-Construction 466A Phase IIIB 860674.50073).

The estimated fiscal impact is $21,334,706 — $6,723,561 (revenue/expenditure - grant funding) and $14,611,145 (expenditure - county match). Commission District 5.

BACKGROUND SUMMARY: This project consists of the construction of County Road 466A from a two-lane undivided roadway to a 4-lane divided roadway. The project begins approximately 150 feet east of Timbertop Lane and ends approximately 350 feet east of Poinsettia Avenue. The project length is approximately 1.185 miles.

The typical section from the beginning of the project to approximately 250 feet west of Lake Josephine Drive consists of four 12-feet travel lanes, 4-feet paved shoulders, 5-feet sidewalk on both sides of the road and a 30-feet raised median. The typical section from 250-feet west of Lake Josephine Drive to the end project limits consists of four 11-feet travel lanes, 4-feet paved shoulders, 5-feet sidewalk on both sides of the road and a 22-feet raised median. The project also proposes installation of sidewalks, driveways,

concrete traffic separators, curb and gutter, cast in place retaining wall, fencing and signing and pavement marking improvements. A traffic signal is proposed at the intersections of County Road 466A and Village Park Drive.

The project is being jointly funded by Lake County and the Florida Department of Transportation (FDOT). FDOT is contributing a total of $6,723,561. Unanticipated Revenue Resolution 2023-65 was approved on May 23, 2023, Agenda Item 23878, Tab 17, for the State portion of $3,611,561. Lake County is contributing an estimated $14,611,145. The actual construction cost will be based in bids received.

Fiscal Impact: The fiscal impact is $21,334,706.00 - $6,723,561 (revenue/expenditure - grant funded) and $14,611,145 (expenditure - county match).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Federal/State Grants	1300	5056150	331430	50073	-$3,112,000.00
Federal/State Grants	1300	5056150	860674	50073	$3,112,000.00
Federal/State Grants	1300	5056150	334430	50041	-$3,611,561.00
Federal/State Grants	1300	5056150	860674	50073	$3,611,561.00
CTT	1120	5055100	860674	50073	$1,300,000.00
SALES TAX	3050	5056550	860674	50073	$4,594,258
CENTRAL TRANSPORTATION BENEFIT DISTRICT	1158	5056680	860674	50073	$2,400,000.00
TBD	TBD	TBD	TBD	50073	$6,316,887

Advertised Date: Paper:

Attachments:

1.	430253-6-58.68-01 - LAP Agreement
2.	Vicinity Map CR466A
3.	466A Location Map
4.	Resolution 2023-65
5.	Resolution_6.30.2026
6.	URR for County Incentive Grant Program - 466A
7.	Central Fund BUA to move funds from 860673 to 860674 project 50073
8.	Grant BUA to move funds between project codes - 860674-50041 TO 860674-50073

STAFF APPROVALS AND DATES:

Jeffrey Earhart	Created/Initiated - 06/16/2026
Jeffrey Earhart	Approved - 06/16/2026
David Hill	Approved - 06/23/2026

Grace Burgos	Approved - 06/23/2026
Roberto Bonilla	Approved - 06/24/2026
Kerri Andrews	Approved - 06/24/2026
Rachel Bartolowits	Approved - 07/01/2026
Ron Falanga	Approved - 07/01/2026
Kandace Pourbaix	Approved - 07/01/2026
Miranda Lanoue	Approved - 07/06/2026
Jaime Stewart	Approved - 07/06/2026
Melanie Marsh	Approved - 07/08/2026
Jennifer Barker	Approved - 07/09/2026
Marisol Saldana	Final Approval - 07/09/2026

ACTION TAKEN BY BOARD:

Action: New

Other:

Continued/Deferred Until:

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 430253-6-58-01	FPN: 430253-6-58-02	FPN: 430253-6-68-01
Federal No (FAIN): D526 074 B	Federal No (FAIN): D526 074 B	Federal No (FAIN): N/A
Federal Award Date:	Federal Award Date:	Federal Award Date: N/A
Fund: CIGP,LF,CD23	Fund: CD23	Fund: LF
Org Code: 55054010508	Org Code: 55054010508	Org Code: N/A
FLAIR Approp: 088572	FLAIR Approp: 088717	FLAIR Approp: N/A
FLAIR Obj: 751000	FLAIR Obj: 751000	FLAIR Obj: N/A

County No: 11 Contract No:
Recipient Vendor No: F596000695049 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 _____, 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 CR-466A from (East of Timbertop Lane to East of Poinsettia Avenue) 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, 2029. 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 $ 21,334,706.00 (Twenty-One Million Three Hundred Thirty-Four Thousand Seven Hundred 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.j.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $6,723,561.00 (Six Million, Seven Hundred Twenty-Three Thousand Five Hundred Sixty-One 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:

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.m. and 5.n. 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, 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 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.

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.

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.

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.

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

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

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

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

☐ 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.

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.

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):

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

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

RECIPIENT

By: See attached signature page.

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Kellie Smith
Title: Director of Transportation Development

Legal Review:

_____

Local Agency Program Agreement – CR-466A from East of Timbertop Lane to East of Poinsettia Avenue Project (FPN: 430253-6-58-01/02 & 430253-6-68-01)

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman

This _____day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 430253-6-58-01/02 & 430253-6-68-01

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: This project consists of the construction of County Road 466A from a two-lane undivided roadway to a 4-lane divided roadway. The project begins approximately 150 feet east of Timbertop Lane and ends approximately 350 feet east of Poinsettia Avenue. The project length is approximately 1.185 miles.

The typical section from the beginning of the project to approximately 250 feet west of Lake Josephine Drive consists of four 12-feet travel lanes, 4-feet paved shoulders, 5-feet sidewalk on both sides of the road and a 30-feet raised median. The typical section from 250-feet west of Lake Josephine Drive to the end project limits consists of four 11-feet travel lanes, 4-feet paved shoulders, 5-feet sidewalk on both sides of the road and a 22-feet raised median. The project also proposes installation of sidewalks, driveways, concrete traffic separators, curb and gutter, cast in place retaining wall, fencing and signing and pavement marking improvements.

A traffic signal is proposed at the intersections of County Road 466A and Village Park Drive. Signalization improvement include installation of mast arms, open trench and directional bore of conduit, signal cable, fiber optic cable and connection hardware, controller/cabinet, pull boxes, power service and wire, signal priority and pre-emption system, pedestrian signals and poles, vehicular traffic signals, vehicle detection system, pedestrian detector, traffic signal controller assembly and cabinet, ethernet switch, uninterruptible power supply, and remote power management unit. Overhead illuminated street signs will be placed along the mast arms and luminaires.

Drainage improvements include inlets, end walls, pipe culverts, mitered end section and manholes. Other construction elements include mobilization, maintenance of traffic, clearing and grubbing, regular excavation, embankment, stabilization and sod.

The following items are non-participating items and will be locally funded:
- 107-1 Litter Removal

FDOT will provide a maximum limiting amount of $124,436.41 towards the cost of the proposed steel mast arms. Any amount above these maximum limiting amounts will be the Lake County (Recipient) responsibility.

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required and has been coordinated. Utility coordination will be required during construction and utility work schedules have been developed. An Environmental Resource Permit (ERP) has been obtained for the project from the Saint Johns River Water Management District. Right-of-way acquisition is complete. Lake County (Recipient) shall construct the project within the limits of the existing right-of-way or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Lake County (Recipient) shall not advertise for Construction services until the Agreement is fully executed by both the Local Agency (Recipient) and FDOT and the Notice to Proceed has been issued by FDOT.

Lake County (Recipient) shall not execute the Consultant Contract until this Agreement is fully executed by both the Local Agency (Recipient) and FDOT and the Notice to Proceed has been issued by FDOT.

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. If no billable or reimbursable activity has occurred during the initial and/or subsequent reporting periods, a PMSR shall be submitted reflecting the activity occurred during the reporting period, status of the project, and an explanation of why no reimbursement request is being submitted. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

Please Note: A PMSR in lieu of an invoice does not supersede the Recipient's invoice submittal requirements per the terms of the Agreement. The Recipient's next invoice should be submitted as soon as possible to bring invoicing back into compliance.

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 by December 3, 2026.
b) Construction Duration of 680 days.
c) Construction to be completed by January 17, 2029.

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.

LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Lake County 350 N. Sinclair Avenue Tavares, FL 32778	430253-6-58-01/02 & 430253-6-68-01

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: 2026-2027 (LAP)	$ 20,538,315.00	$ 13,814,754.00	$ 3,611,561.00	$ 3,112,000.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 20,538,315.00	$ 13,814,754.00	$ 3,611,561.00	$ 3,112,000.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2026-2027 (LAP)	$ 796,391.00	$ 796,391.00	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 796,391.00	$ 796,391.00	$ 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	$ 21,334,706.00	$ 14,611,145.00	$ 3,611,561.00	$ 3,112,000.00

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

Signature Date

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

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.) **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); 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).

(7.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) 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.

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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:	**$6,723,561.00**
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/

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.

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.

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.

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).

EXHIBIT I

STATE FUNDS ADDENDUM

RECITALS

1. The terms and provisions of this Addendum are incorporated in and made part of the Local Agency Program Agreement ("LAP") executed by the parties simultaneously with this Addendum.

2. This Addendum shall be merged into and made part of the LAP and both documents shall be collectively referred to as the "Agreement".

3. The primary funding source for the Project, as defined by the LAP, is derived from funds legislatively granted pursuant to Section 339.12, Florida Statutes.

4. The Department will also be funding a portion of the Project via monies distributed by the indicated program(s):

☒ County Incentive Grant Program (CIGP), Section 339.2817 F.S., ALN 55.008

☐ Small County Outreach Program (SCOP), Section 339.2818 F.S., ALN 55.009

☐ Small County Road Assistance Program (SCRAP), Section 339.2816 F.S., ALN 55.016

☐ Transportation Regional Incentive Program (TRIP), Section 339.2819 F.S., ALN 55.026

☐ Insert Program Name(s), Insert ALN Number(s)

5. The distribution of funds is more specifically shown in Exhibit "B" of this Agreement.

6. The state resources awarded are subject to the Florida Single Audit Act, as indicated below.

The administration of resources awarded through the Department to Lake County (hereafter known as 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 State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the 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, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "J" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. 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 does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department or its designee, DFS, or the 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.

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, DFS, 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, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

H. All other terms and conditions of the Agreement shall remain unchanged unless otherwise stated in this Addendum.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☒ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☐ Insert Program Name, Insert ALN Number

***Award Amount:** $3,611,561.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT "N"
TRAFFIC SIGNAL MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.

5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.

6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.

7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

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.

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.

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.

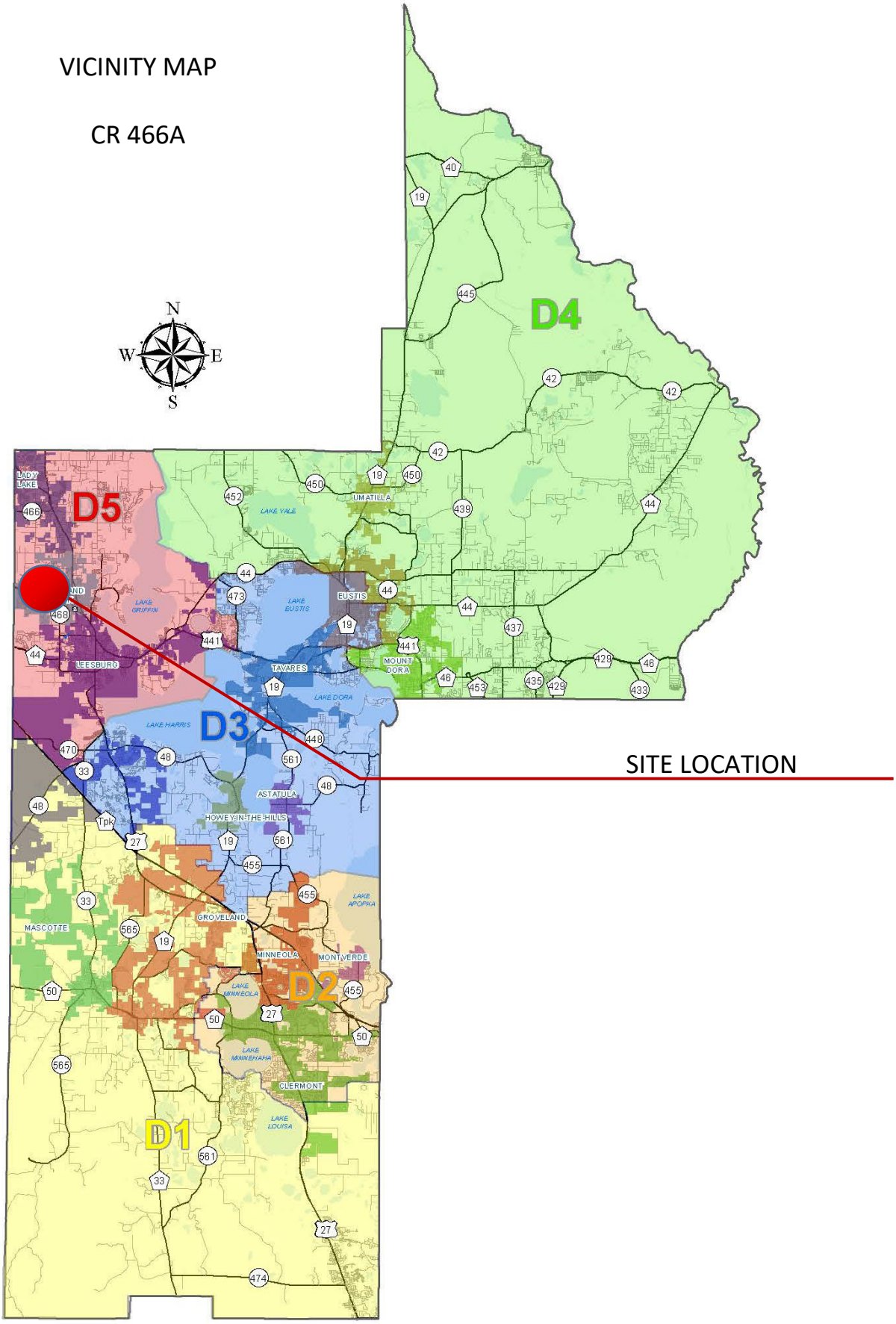
s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

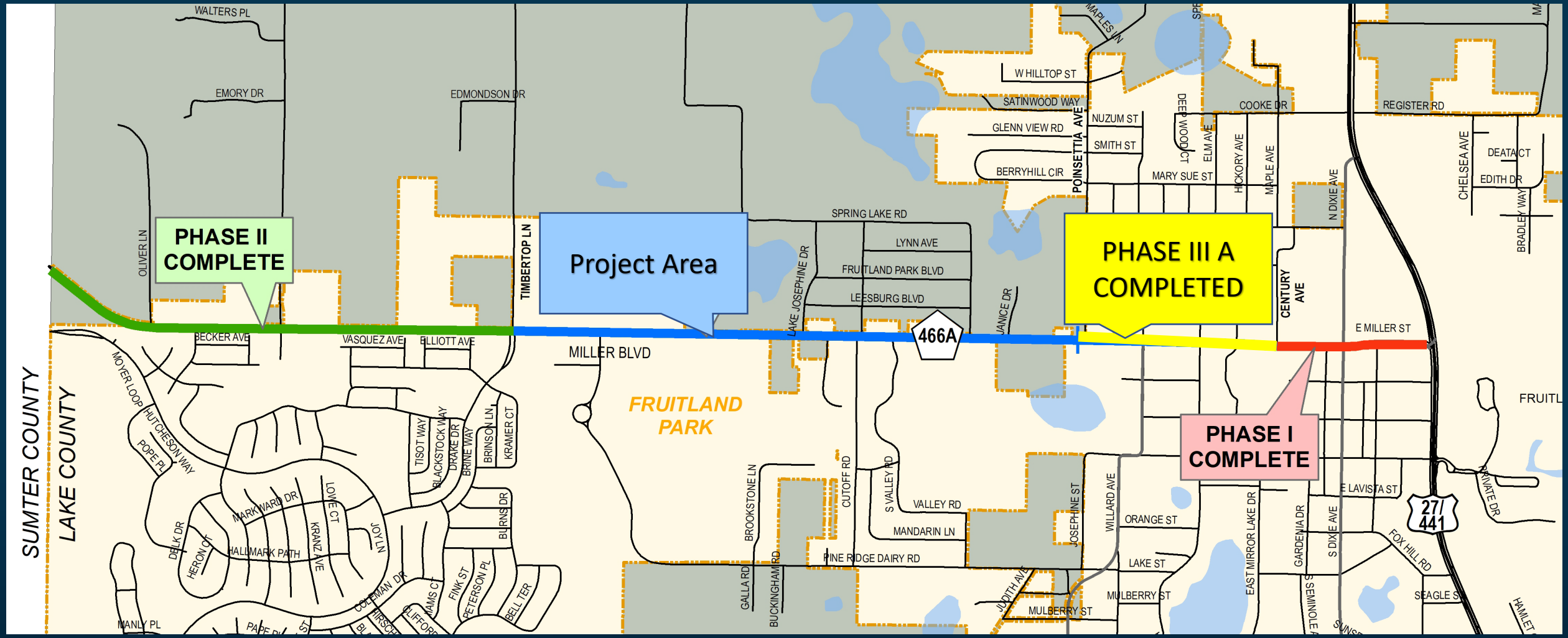
Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

VICINITY MAP

CR 466A



LOCATION MAP CR-466A PHASE III B



RESOLUTION NO. 2023 - 65

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING THE FEDERAL/STATE GRANT FUND IN ORDER TO RECEIVE UNANTICIPATED REVENUE FOR FISCAL YEAR 2022-2023 IN THE AMOUNT OF $3,611,561 AND PROVIDE APPROPRIATIONS FOR THE DISBURSEMENT OF THESE FUNDS.

WHEREAS, Chapter 129, Florida Statutes, Section 129.06 (2) (d) authorizes the appropriation and expenditure of unanticipated revenue through an amendment to the Budget by adoption of a Resolution; and

WHEREAS, the Board of County Commissioners of Lake County has received $3,611,561.00 in unanticipated revenue to be received into the Federal/State Grant Fund for fiscal year 2022-2023; and

WHEREAS, an amendment to the fiscal year 2022-2023 Lake County Budget is required to provide for the receipt and for appropriations of those receipts:

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

Section 1. Amendment of the Budget. The Federal/State Grant Fund is hereby amended to increase the total budget for Fiscal Year 2022-2023 to include the unanticipated revenue and new appropriations as follows:

REVENUE (Fund 1300-Federal/State Grant Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1300.5056150.334430.50041	CIGP PROJECT	$0.00	$3,611,561	$3,611,561

Resolution 2023-65, Amending the Federal/State Grant Fund to Receive Unanticipated Revenue for FY 2022-2023

EXPENDITURE (Fund 1300-Federal/State Grant Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1300.5056150.860674.50041	CIGP PROJECT	$0	$3,611,561	$3,611,561

Section 2. Effective Date. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 23rd day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Kirby Smith, Chairman

This 23rd day of May, 2023.

ATTEST:

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

Approved as to form and legality:

5/23/2023

Melanie Marsh
County Attorney

RESOLUTION NO. 2026 - _____

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 CR-466A FROM EAST OF TIMBERTOP LANE TO EAST OF POINSETTIA AVENUE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Lake County, Florida ("County"), intends to make improvements along CR-466A from East of Timbertop Lane to East of Poinsettia Avenue (the "Project"), including, but not limited to, roadway and drainage work for the Project; and

WHEREAS, the 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 along CR-466A from East of Timbertop Lane to East of Poinsettia Avenue, FPN: 430253-6-58-01/02 and 430253-6-68-01; and

WHEREAS, the Project benefits the residents of Lake County and is in the best interests of public health, safety, and welfare.

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 along CR-466A from East of Timbertop Lane to East of Poinsettia Avenue, FPN: 430253-6-58-01/02 and 430253-6-68-01. 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 _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING THE FEDERAL/STATE GRANT FUND IN ORDER TO RECEIVE UNANTICIPATED REVENUE FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF $3,112,000 AND PROVIDE APPROPRIATIONS FOR THE DISBURSEMENT OF THESE FUNDS.

WHEREAS, Chapter 129, Florida Statutes, Section 129.06 (2) (d) authorizes the appropriation and expenditure of unanticipated revenue through an amendment to the Budget by adoption of a Resolution; and

WHEREAS, the Board of County Commissioners of Lake County has received $3,112,000 in unanticipated revenue to be received into the Federal/State Grant Fund for fiscal year 2025-2026; and

WHEREAS, an amendment to the fiscal year 2025-2026 Lake County Budget is required to provide for the receipt and for appropriations of those receipts:

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

Section 1. Amendment of the Budget. The Federal/State Grant Fund is hereby amended to increase the total budget for Fiscal Year 2025-2026 to include the unanticipated revenue and new appropriations as follows:

REVENUE (Fund 1300-Federal/State Grant Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1300.5056150.331430.50073	LAP PROJECTS	$0	$3,112,000	$3,112,000

EXPENDITURE (Fund 1300-Federal/State Grant Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
1300.5056150.830674.50073	INFRASTRUCTURE - CONSTRUCTION	$0	$3,112,000	$3,112,000

Section 2. Effective Date. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

Budget Adjustment

Agenda Item #: **43036**

Line	Org	Object	Project	Account Description	Increase	Decrease
1	5056680	860673		INFRASTRUCTURE - ROW/EASEMENTS		$2,400,000
2	5056680	860674	50073	INFRAST-CONSTRUCTION 466A PHASE IIIB	$2,400,000	
					2,400,000.00	**2,400,000.00**

Description:

BUDGET TRANSFER TO REALLOCATE FUNDS FROM INFRASTRUCTURE - ROW/EASEMENTS TO INFRASTRUCTURE-CONSTRUCTION 466A PHASE IIIB

Budget Adjustment

Agenda Item #: **43036**

Line	Org	Object	Project	Account Description	Increase	Decrease
1	5056150	860674	50041	INFRASTR-CONSTRUCTION CR66A PH III		$3,611,561
2	5056150	860674	50073	INFRASTR-CONSTRUCTION 466A PHASE IIIB	$3,611,561	
					3,611,561.00	**3,611,561.00**

Description:

REALLOCATING FUNDS FROM INFRASTR-CONSTRUCTION CR466A PH III (860674.50041) TO INFRASTR-CONSTRUCTION 466A PHASE IIIB (860674.50073)

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

DATE: 05/19/2026 **MEETING DATE:** 7/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42986
Lindsaia Johansmeyer, Office of Parks and Trails Director
BY: Sandra Rogers, Procurement Services Manager
SUBJECT: Contracts to provide trees, native grasses, and plants on an as-needed basis.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contracts 26-405A, 26-405B and 26-405C with Apex Landscaping, Inc. (Eustis, FL), Green Isle Gardens, Inc. (Groveland, FL) and Site One Landscape Supply (serviced out of Clermont, FL) to provide trees, native grasses, plants on an as-needed basis; and
2. To authorize the Office of Procurement Services to execute the agreements and all supporting documentation.

The fiscal impact is estimated at $225,000 (expenditure). Annual expenditures will not exceed available funding in the Fiscal Year Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Parks and Trails, issued Invitation to Bid 26-405 to create a vendor pool for as-needed native grasses, plants, and trees. This solicitation replaces expiring Contract 21-0417 and provides for an initial one-year term with two additional two-year terms available. Three responses were received as shown on the attached tabulation sheet. All three responsive and responsible vendors are recommended for award as each purchase under these contracts requires competition.

The last fiscal year's expenditures totaled $191,957.

Fiscal Impact: $225,000 (expenditures)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
MSTU PARKS	1231	2952200	830460		$100,000
MSTU PUBLIC LANDS	1231	2952650	830460		$125,000

Advertised Date: Paper:
Attachments:

1.	Bid Tabulation

2.	Contract 26-405A
3.	Contract 26-405B
4.	Contract 26-405C

STAFF APPROVALS AND DATES:

Sandra Rogers	Created/Initiated - 05/19/2026
Ron Falanga	Approved - 05/19/2026
Grace Burgos	Approved - 05/19/2026
Lindsaia Johansmeyer	Approved - 05/20/2026
Angela Harrold	Approved - 05/28/2026
Roberto Bonilla	Approved - 06/04/2026
Kerri Andrews	Approved - 06/09/2026
Alexis Clark	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 - 06/12/2026
Jennifer Barker	Approved - 06/16/2026
Marisol Saldana	Final Approval - 06/16/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

			Apex Landscaping, Inc., Eustis, Florida		Green Isle Gardens, Inc., Groveland, Florida		SiteOne Landscape Supply, Westlake, Ohio	
DESCRIPTION	SIZE	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Blue Jack Oak	3 gallon	70	$35.00	$2,450.00	$20.00	$1,400.00	$0.00	$0.00
Eagleston Oak	3 gallon	30	$20.00	$600.00	$20.00	$600.00	$0.00	$0.00
Flatoods Plum	3 gallon	20	$25.00	$500.00	$25.00	$500.00	$0.00	$0.00
Myrtle Oak	3 gallon	20	$25.00	$500.00	$20.00	$400.00	$0.00	$0.00
Muttel Oak	3 gallon	20	$25.00	$500.00	$20.00	$400.00	$0.00	$0.00
Persimmon	3 gallon	25	$30.00	$750.00	$20.00	$500.00	$0.00	$0.00
Pond Pine	3 gallon	10	$0.00	$0.00	$20.00	$200.00	$0.00	$0.00
Post Oak	3 gallon	10	$25.00	$250.00	$25.00	$250.00	$0.00	$0.00
Pred Maple	3 gallon	10	$25.00	$250.00	$20.00	$200.00	$0.00	$0.00
Red Bud	3 gallon	10	$25.00	$250.00	$20.00	$200.00	$0.00	$0.00
Andropogan gyrans	1 quart	250	$0.00	$0.00	$3.00	$750.00	$0.00	$0.00
Andropogan ternarius	2 gallon	100	$7.00	$700.00	$6.00	$600.00	$0.00	$0.00
Big flower pawpaw	1 gallon	75	$0.00	$0.00	$25.00	$1,875.00	$0.00	$0.00
Chickasaw plum	20 gallon	10	$140.00	$1,400.00	$250.00	$2,500.00	$0.00	$0.00
Common persimmon	15 gallon	10	$90.00	$900.00	$150.00	$1,500.00	$0.00	$0.00
Firebush	3 gallon	25	$12.00	$300.00	$12.00	$300.00	$11.36	$284.00
Garberia	1 gallon	15	$20.00	$300.00	$6.00	$90.00	$0.00	$0.00
Lopsided indiangrass	4 inch	250	$5.00	$1,250.00	$3.00	$750.00	$0.00	$0.00
Elliott's Lovegrass	1 gallon	10	$10.00	$100.00	$5.00	$50.00	$5.56	$55.60
Purple Lovegrass	4 inch	250	$5.00	$1,250.00	$3.00	$750.00	$0.00	$0.00
Michael's hawthorn	1 gallon	10	$10.00	$100.00	$10.00	$100.00	$0.00	$0.00
Pigmy fringetree	5 gallon	10	$0.00	$0.00	$35.00	$350.00	$0.00	$0.00
Pineland dropseed	4 inch	250	$8.00	$2,000.00	$3.00	$750.00	$0.00	$0.00
Red mulberry	5 gallon	10	$50.00	$500.00	$20.00	$200.00	$0.00	$0.00
Sparkleberry farkeberry	3 gallon	10	$20.00	$200.00	$25.00	$250.00	$0.00	$0.00
Tough bully	3 gallon	10	$25.00	$250.00	$25.00	$250.00	$0.00	$0.00
Walter's vibernum	3 gallon	10	$15.00	$150.00	$12.00	$120.00	$11.44	$114.40
Wire grass	4 inch	250	$5.00	$1,250.00	$3.00	$750.00	$0.00	$0.00
Yaupon holly	5 gallon	10	$40.00	$400.00	$15.00	$150.00	$50.66	$506.60
Total Cost				$17,100.00		$16,735.00		$960.60

CONTRACT NO. 26-405A
For
GRASSES, PLANTS, AND TREES – VENDOR POOL

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **APEX LANDSCAPING, INC.** (hereinafter "Contractor") to supply **GRASSES, PLANTS, AND TREES** to the County pursuant to County Bid number 26-405 with any included addenda (hereinafter "Bid"), with an opening date of 4/29/2026, and Contractor's Bid response dated 4/23/2026, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Affidavit Form
Attachment 3 – Pricing Sheet
Addenda 1, 2 & 3
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit D – Sample of Florida Native Grasses and Plants

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

The Contract initial term is from 8/1/2026 through 7/31/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

_____

By: Ronald A. Falanga
Procurement Services Director
Date: Click or tap to enter a date.

The undersigned hereby declares that Apex Landscaping, Inc. has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **GRASSES, PLANTS, AND TREES – VENDOR POOL** as specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1. **TERM OF CONTRACT**

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2. **PAYMENT**

Contractor shall email parksinvoices@lakecountyfl.gov or lcwainvoices@lakecountyfl.gov , an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC or LCWA, 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.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: YES

Vendor accepts MasterCard for payment: NO

3. **CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS**

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. Choose an item. YES — R.L.

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods

or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or it or its subcontractors have been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Failure to acknowledge may result in Submittal being deemed non-responsive. R. Ali

4. CERTIFICATION REGARDING LAKE COUNTY WATER AUTHORITY TERMS AND CONDITIONS

I certify that I have reviewed the LCWA General Terms and Conditions and accept them as written including the Proprietary/Confidential Information section. YES

5. CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

6. CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Agreed

7. CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

8. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number n/a
and enter effective date n/a to date n/a

9. ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

10. FEDERAL FUNDING REQUIREMENT – N/A

11. LOCAL VENDOR PREFERENCE – N/A

12. GENERAL VENDOR INFORMATION

Firm Name: Apex Landscaping, Inc.
Street Address: 2911 Ruleme Street, Ste. 3
City: Eustis State and ZIP Code: FL, 32726
Mailing Address (if different): same
Telephone: 352-409-8118
Purchase Order Email Address: becky@apexlandscapingincfl.com
Federal Identification Number / TIN: 83-4246691

13. SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: **Rebecca Manis**
Date: 4/23/2026
Print Name: Rebecca Manis
Title: VP

Primary E-mail Address: becky@apexlandscapingincfl.com
Secondary E-mail Address: apex.landscaping.inc@gmail.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]

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

LCWA
Lake County
WATER AUTHORITY

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)** Rebecca Manis, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** VP of **(Business Name)** Apex Landscaping 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 26 day of April, 2026.

BY: _____
Signature of Affiant

Rebecca Manis
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 26 day of April, 2026 by Rebecca Manis, who is ☐ personally known to me or ☐ has **produced identification** (type): ID.

Kimberly A. Waters
(Notary Signature)

(SEAL)

KIMBERLY ANN WATERS
Notary Public - State of Florida
Commission # HH 782948
My Comm. Expires Apr 25, 2030
Bonded through National Notary Assn.

Apex Landscaping, Inc.					
SAVE AND SUBMIT AS AN EXCEL FILE					
SAMPLE PROJECT: Base the cost of this sample project as all inclusive (including, but not limited to, offloading equipment, materials, fuel, and labor to satisfactorily complete the work in accordance with contract specifications) with delivery to Neighborhood Lakes Trailhead, 26656 County Road 46A, Sorrento, Florida 32776. Installation is not requirement in this sample project.					
This sample project will be considered with additional Solicitation requirements as stated in the Method of Award Section to establish a vendor pool.					
ITEM #	**ITEM DESCRIPTION**	**SIZE**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
1	Blue Jack Oak	3 gallon	70	$35.00	$2,450.00
2	Eagleston Oak	3 gallon	30	$20.00	$600.00
3	Flatoods Plum	3 gallon	20	$25.00	$500.00
4	Myrtle Oak	3 gallon	20	$25.00	$500.00
5	Muttel Oak	3 gallon	20	$25.00	$500.00
6	Persimmon	3 gallon	25	$30.00	$750.00
7	Pond Pine	3 gallon	10	$0.00	$0.00
8	Post Oak	3 gallon	10	$25.00	$250.00
9	Pred Maple	3 gallon	10	$25.00	$250.00
10	Red Bud	3 gallon	10	$25.00	$250.00
11	Andropogan gyrans	1 quart	250	$0.00	$0.00
12	Andropogan ternarius	2 gallon	100	$7.00	$700.00
13	Big flower pawpaw	1 gallon	75	$0.00	$0.00
14	Chickasaw plum	20 gallon	10	$140.00	$1,400.00
15	Common persimmon	15 gallon	10	$90.00	$900.00
16	Firebush	3 gallon	25	$12.00	$300.00
17	Garberia	1 gallon	15	$20.00	$300.00
18	Lopsided indiangrass	4 inch	250	$5.00	$1,250.00
19	Elliott's Lovegrass	1 gallon	10	$10.00	$100.00
20	Purple Lovegrass	4 inch	250	$5.00	$1,250.00
21	Michael's hawthorn	1 gallon	10	$10.00	$100.00
22	Pigmy fringetree	5 gallon	10	$0.00	$0.00
23	Pineland dropseed	4 inch	250	$8.00	$2,000.00
24	Red mulberry	5 gallon	10	$50.00	$500.00
25	Sparkleberry farkeberry	3 gallon	10	$20.00	$200.00
26	Tough bully	3 gallon	10	$25.00	$250.00
27	Walter's vibernum	3 gallon	10	$15.00	$150.00
28	Wire grass	4 inch	250	$5.00	$1,250.00
29	Yaupon holly	5 gallon	10	$40.00	$400.00

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Grasses, Plants and Trees – Vendor Pool 03/31/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q1. The pricing sheet only lists trees and not grasses. How can I bid on grasses?

A. See REVISED Attachment 3 – Pricing Sheet 26-405.

ACKNOWLEDGEMENT

Firm Name: Apex Landscaping, 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: *Rebecca Manis*

Date: 4/23/2026

Print Name: Rebecca Manis

Title: VP

Primary E-mail Address: becky@apexlandscapingincfl.com

Secondary E-mail Address: apex.landscaping.inc@gmail.com

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: Grasses, Plants and Trees – Vendor Pool 04/01/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q2. For the line item listed as Eagleston Oak, are you referring to a Holly?

A. This was an error. Bidders shall provide pricing for Eagleston Holly (Ilex x attenuate "Eagleston") for Line Item 2.

ACKNOWLEDGEMENT

Firm Name: Apex Landscaping, 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: *Rebecca Manis*

Date: 4/23/2026

Print Name: Rebecca Manis

Title: VP

Primary E-mail Address: becky@apexlandscapingincfl.com

Secondary E-mail Address: apex.landscaping.inc@gmail.com

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Grasses, Plants and Trees – Vendor Pool 04/17/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q3. It is assumed the County will not guarantee any specific order quantity for these plant materials, correct?

A. Correct.

Q4. If the County cannot guarantee minimum individual order quantities for delivery, and in order to encourage vendors to keep per items markups on the plant materials as low as possible, would the County consider adding a per-delivery charge for delivery of plant materials on orders less than a certain dollar amount (for example, $500.00 or less), since fuel/delivery costs are a major consideration

A. The County cannot guarantee minimum individual quantities. The County utilizes its Vendor Pool Request for Quotes (RFQ) system to expend annual Tree Mitigation funds for both the Parks and Public Lands properties. Needed smaller purchases may be handled with County PCards, picking up materials, and County staff installed.

ACKNOWLEDGEMENT

Firm Name: Apex Landscaping, 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: *Rebecca Manis*

Date: 4/23/2026

Print Name: Rebecca Manis

Title: VP

Primary E-mail Address: becky@apexlandscapingincfl.com

Secondary E-mail Address: apex.landscaping.inc@gmail.com

EXHIBIT A – SCOPE OF SERVICES **26-405**

GRASSES, PLANTS AND TREES – VENDOR POOL

1. SCOPE OF SERVICES

1.1. The Contractor shall furnish and deliver various trees, plants and grasses on an on-call basis in conjunction with the County's needs.

1.2. The Contractor shall provide all labor, materials, equipment, fuel and incidental costs and supervision necessary to furnish, deliver and off-load various Florida native trees, plants, and grasses at various County Parks, Trails, Boat Ramps, and Public Lands Properties. All work and equipment shall be in strict compliance with the latest codes, standards and practices. Installation of the trees, plants and grasses is not required.

1.3. If required by the County, Contractor shall install and maintain plant materials, providing all labor, materials, equipment, and landscape plans (if needed).

1.4. This is an indefinite quantity contract with no guarantee of a volume of services that may be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract resulting from this solicitation.

1.5. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.

2. CONTRACTOR'S RESPONSIBILITIES

2.1. Provide all-inclusive quotes to provide 100% turnkey projects.

2.2. Contractor must submit photo of each plant for approval prior to delivery.

2.3. Contractor must supply the County with healthy plant material and shall ensure that items are healthy prior to delivery.

2.4. Contractor must coordinate delivery with Lake County Parks staff. A forty-eight (48) hour notice is required before delivery.

2.5. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the task.

2.6. Provide staff with experience and the ability to complete project tasks as specified herein and as directed.

2.7. Provide a neat and clean appearance for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots.

2.8. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

2.9. Be responsible for damages caused as a result of completing projects.

2.10. Include costs for general housekeeping and work area clean up.

3. ORDER OF OPERATION

3.1. County shall issue a request for quote (RFQ) for project requirements.

3.2. Contractor shall make a site visit, if required, to review and verify the project limits.

3.3. Contractor shall review the request and submit a bid proposal as required in the RFQ.

3.4. Discrepancies in work requirements shall be resolved and confirmed by the County prior to the beginning of work.

3.5. A Purchase Order (PO) shall be issued to Contractor submitting the lowest price bid within the proposed time frame.

3.6. Contractor shall provide County with a schedule of completion by e-mail within five (5) business days after receipt of purchase order.

3.7. Contractor shall begin work as outlined within ten (10) business days from the issuance of the PO.

3.8. Contractor shall consult with County the day prior to any schedule variance, including when work is interrupted due to weather, breakdowns, etc., and must be agreed to by the County.

3.9. Contractor shall complete the project within the number of days as specified in the Notice to Proceed.

3.10. Contractor shall notify County upon completion of the work to schedule an inspection.

3.11. Contractor shall, upon request, meet with County to review the work that has been completed.

3.12. Contractor shall submit an invoice with all documentation as required by this Contract.

4. COUNTY RESPONSIBILITIES

4.1. Reserve the right to award to one or more vendors.

4.2. Reserve the right to add or remove services in conjunction with the County's needs.

4.3. Although the general park name will be announced, the off-loading location within the site will be determined by the Office of Parks and Trails.

4.4. Reserves the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.

4.5. Reserve the right to dismiss Contractor's staff from project work site for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

5. DELIVERY REQUIREMENTS AND ACCEPTANCE

5.1. Contractor shall be responsible for off-loading shipments from delivery truck.

5.2. Contractor shall supply the County with healthy plant material and shall ensure that items are healthy prior to off-loading.

5.3. Plants shall not be delivered without prior inspection and approval.

5.4. Items ordered by the County are the only products that will be accepted. Alternate products will not be considered.

[*End of Exhibit A.*]

EXHIBIT B – INSURANCE REQUIREMENTS **26-405**

1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

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

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

~~H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.~~

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

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

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

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

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

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

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

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

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

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

Below is a list of Florida native trees, grasses and plants that maybe ordered. Additional trees, grasses and plants may be added as needed.

Trees	Florida Native Grasses and Plants
Blue jack oak	
Eagleston oak	Andropogan Gyrans
Flatwoods plum	Andropogan Ternarius
Long leaf pine	Big flower pawpaw - Asimina obovate
Myrtle oak	Chickasaw plum - prunus angustifolia
Nuttel oak	Common persimmon - Diosyros virginiana
Persimmon	Firebush
Pond pine	Garberia - garberia heterophyilla
Post oak	Lopsided - indiangrass
Pred maple	Lovegrass - Elliott's
Red bud	Lovegrass - Purple
Red cedar	Michaux's hawthorn - crataegus michauxii
Sand live oak	Pigmy fringetree - chionanthus pygmaeus
Saw Palmetto	Pineland dropseed
Saw Palmetto	Red Mulberry - morus rubra
Scrub oak	Silk bay - persea borbonia var. humilis
Shumard oak	Sparkleberry farkeberry - vaccinuim arboretum
Slash pine	Tough bully - sideroxylon tenax
Southern magnolia	Walter's vivernum
Southern red cedar	Wire grass
Sweet bay	Yaupon holly - llex vomitoria
Sweet gum	Mixed native bunch grasses (wiregrass, lop--sided indiangrass,
Turkey oak	pineland dropseed, bluestem, schizachyrium
Winged elm	

CONTRACT NO. 26-405B
For
GRASSES, PLANTS, AND TREES – VENDOR POOL

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **GREEN ISLE GARDENS, INC.** (hereinafter "Contractor") to supply **GRASSES, PLANTS, AND TREES** to the County pursuant to County Bid number 26-405 with any included addenda (hereinafter "Bid"), with an opening date of 4/29/2026, and Contractor's Bid response dated 4/27/2026, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Affidavit Form
Attachment 3 – Pricing Sheet
Addenda 1, 2 & 3
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit D – Sample of Florida Native Grasses and Plants

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

The Contract initial term is from 8/1/2026 through 7/31/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

_____

By: Ronald A. Falanga
Procurement Services Director
Date: Click or tap to enter a date.

The undersigned hereby declares that Green Isle Gardens inc has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **GRASSES, PLANTS, AND TREES – VENDOR POOL** as specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1. TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2. PAYMENT

Contractor shall email parksinvoices@lakecountyfl.gov or lcwainvoices@lakecountyfl.gov , an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC or LCWA, 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.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: YES

Vendor accepts MasterCard for payment: YES

3. CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted

a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or it or its subcontractors have been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4. CERTIFICATION REGARDING LAKE COUNTY WATER AUTHORITY TERMS AND CONDITIONS

I certify that I have reviewed the LCWA General Terms and Conditions and accept them as written including the Proprietary/Confidential Information section. YES

5. CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

6. CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Marc godts

7. CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

8. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

9. ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

10. FEDERAL FUNDING REQUIREMENT – N/A

11. LOCAL VENDOR PREFERENCE – N/A

12. GENERAL VENDOR INFORMATION

Firm Name: Green Isle Gardens inc

Street Address: 11303 state road 33

City: groveland State and ZIP Code: florida 34736

Mailing Address (if different): Click or tap here to enter text.

Telephone: 4079488980

Purchase Order Email Address: gignatives@gmail.com

Federal Identification Number / TIN: 274668215

13. SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *marc godts*

Date: 4/27/2026

Print Name: marc godts

Title: pres

Primary E-mail Address: mgodts123@gmail.com

Secondary E-mail Address: gignatives@gmail.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]

LAKE COUNTY, FL
REAL FLORIDA - REAL CLOSE

LCWA
Lake County
WATER AUTHORITY

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)** Marc Godts., who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** Owner. of **(Business Name)** Green Isle Gardens. 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 28 day of April, 2026.

BY: Marc Godts
Signature of Affiant

Marc Godts
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 28 day of April, 2026, by Katelyn Hixon, who is ☑ personally known to me or ☐ has produced identification (type):_____.

Katelyn Hixon
(Notary Signature)

(SEAL) FLORIDA NOTARY ASSOCIATION SINCE 1915

KATELYN HIXON
Notary Public
State of Florida
Comm# HH770870
Expires 2/23/2030

Green Isle Gardens inc
SAVE AND SUBMIT AS AN EXCEL FILE
SAMPLE PROJECT: Base the cost of this sample project as all inclusive (including, but not limited to, offloading equipment, materials, fuel, and labor to satisfactorily complete the work in accordance with contract specifications) with delivery to Neighborhood Lakes Trailhead, 26656 County Road 46A, Sorrento, Florida 32776. Installation is not requirement in this sample project.
This sample project will be considered with additional Solicitation requirements as stated in the Method of Award Section to establish a vendor pool.

ITEM #	ITEM DESCRIPTION	SIZE	QUANTITY	UNIT PRICE	TOTAL
1	Blue Jack Oak	3 gallon	70	$20.00	$1,400.00
2	Eagleston Oak	3 gallon	30	$20.00	$600.00
3	Flatoods Plum	3 gallon	20	$25.00	$500.00
4	Myrtle Oak	3 gallon	20	$20.00	$400.00
5	Muttel Oak	3 gallon	20	$20.00	$400.00
6	Persimmon	3 gallon	25	$20.00	$500.00
7	Pond Pine	3 gallon	10	$20.00	$200.00
8	Post Oak	3 gallon	10	$25.00	$250.00
9	Pred Maple	3 gallon	10	$20.00	$200.00
10	Red Bud	3 gallon	10	$20.00	$200.00
11	Andropogan gyrans	1 quart	250	$3.00	$750.00
12	Andropogan ternarius	2 gallon	100	$6.00	$600.00
13	Big flower pawpaw	1 gallon	75	$25.00	$1,875.00
14	Chickasaw plum	20 gallon	10	$250.00	$2,500.00
15	Common persimmon	15 gallon	10	$150.00	$1,500.00
16	Firebush	3 gallon	25	$12.00	$300.00
17	Garberia	1 gallon	15	$6.00	$90.00
18	Lopsided indiangrass	4 inch	250	$3.00	$750.00
19	Elliott's Lovegrass	1 gallon	10	$5.00	$50.00
20	Purple Lovegrass	4 inch	250	$3.00	$750.00
21	Michael's hawthorn	1 gallon	10	$10.00	$100.00
22	Pigmy fringetree	5 gallon	10	$35.00	$350.00
23	Pineland dropseed	4 inch	250	$3.00	$750.00
24	Red mulberry	5 gallon	10	$20.00	$200.00
25	Sparkleberry farkeberry	3 gallon	10	$25.00	$250.00
26	Tough bully	3 gallon	10	$25.00	$250.00
27	Walter's vibernum	3 gallon	10	$12.00	$120.00
28	Wire grass	4 inch	250	$3.00	$750.00
29	Yaupon holly	5 gallon	10	$15.00	$150.00

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: Grasses, Plants and Trees – Vendor Pool 03/31/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q1. The pricing sheet only lists trees and not grasses. How can I bid on grasses?

A. See REVISED Attachment 3 – Pricing Sheet 26-405.

ACKNOWLEDGEMENT

Firm Name: Green Isle Gardens 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: *Marc Godts*

Date: 4/27/2026

Print Name: marc godts

Title: pres

Primary E-mail Address: mgodts123@gmail.com

Secondary E-mail Address: gignatives@gmail.com

ADDENDUM NO. 2 **26-405**

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Grasses, Plants and Trees – Vendor Pool 04/01/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q2. For the line item listed as Eagleston Oak, are you referring to a Holly?

A. This was an error. Bidders shall provide pricing for Eagleston Holly (Ilex x attenuate "Eagleston") for Line Item 2.

ACKNOWLEDGEMENT

Firm Name: Green isle gardens 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: *Marc Godts*

Date: 4/27/2026

Print Name: marc godts

Title: pres

Primary E-mail Address: mgodts123@gmail.com

Secondary E-mail Address: gignatives@gmail.com

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: Grasses, Plants and Trees – Vendor Pool 04/17/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q3. It is assumed the County will not guarantee any specific order quantity for these plant materials, correct?

A. Correct.

Q4. If the County cannot guarantee minimum individual order quantities for delivery, and in order to encourage vendors to keep per items markups on the plant materials as low as possible, would the County consider adding a per-delivery charge for delivery of plant materials on orders less than a certain dollar amount (for example, $500.00 or less), since fuel/delivery costs are a major consideration

A. The County cannot guarantee minimum individual quantities. The County utilizes its Vendor Pool Request for Quotes (RFQ) system to expend annual Tree Mitigation funds for both the Parks and Public Lands properties. Needed smaller purchases may be handled with County PCards, picking up materials, and County staff installed.

ACKNOWLEDGEMENT

Firm Name: Green isle gardens 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: *Marc godts*

Date: 4/27/2026

Print Name: marc godts

Title: pres

Primary E-mail Address: mgodts123@gmail.com

Secondary E-mail Address: gignatives@gmail.com

EXHIBIT A – SCOPE OF SERVICES **26-405**

GRASSES, PLANTS AND TREES – VENDOR POOL

1. SCOPE OF SERVICES

1.1. The Contractor shall furnish and deliver various trees, plants and grasses on an on-call basis in conjunction with the County's needs.

1.2. The Contractor shall provide all labor, materials, equipment, fuel and incidental costs and supervision necessary to furnish, deliver and off-load various Florida native trees, plants, and grasses at various County Parks, Trails, Boat Ramps, and Public Lands Properties. All work and equipment shall be in strict compliance with the latest codes, standards and practices. Installation of the trees, plants and grasses is not required.

1.3. If required by the County, Contractor shall install and maintain plant materials, providing all labor, materials, equipment, and landscape plans (if needed).

1.4. This is an indefinite quantity contract with no guarantee of a volume of services that may be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract resulting from this solicitation.

1.5. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.

2. CONTRACTOR'S RESPONSIBILITIES

2.1. Provide all-inclusive quotes to provide 100% turnkey projects.

2.2. Contractor must submit photo of each plant for approval prior to delivery.

2.3. Contractor must supply the County with healthy plant material and shall ensure that items are healthy prior to delivery.

2.4. Contractor must coordinate delivery with Lake County Parks staff. A forty-eight (48) hour notice is required before delivery.

2.5. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the task.

2.6. Provide staff with experience and the ability to complete project tasks as specified herein and as directed.

2.7. Provide a neat and clean appearance for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots.

2.8. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

2.9. Be responsible for damages caused as a result of completing projects.

2.10. Include costs for general housekeeping and work area clean up.

3. ORDER OF OPERATION

3.1. County shall issue a request for quote (RFQ) for project requirements.

3.2. Contractor shall make a site visit, if required, to review and verify the project limits.

3.3. Contractor shall review the request and submit a bid proposal as required in the RFQ.

3.4. Discrepancies in work requirements shall be resolved and confirmed by the County prior to the beginning of work.

3.5. A Purchase Order (PO) shall be issued to Contractor submitting the lowest price bid within the proposed time frame.

3.6. Contractor shall provide County with a schedule of completion by e-mail within five (5) business days after receipt of purchase order.

3.7. Contractor shall begin work as outlined within ten (10) business days from the issuance of the PO.

3.8. Contractor shall consult with County the day prior to any schedule variance, including when work is interrupted due to weather, breakdowns, etc., and must be agreed to by the County.

3.9. Contractor shall complete the project within the number of days as specified in the Notice to Proceed.

3.10. Contractor shall notify County upon completion of the work to schedule an inspection.

3.11. Contractor shall, upon request, meet with County to review the work that has been completed.

3.12. Contractor shall submit an invoice with all documentation as required by this Contract.

4. COUNTY RESPONSIBILITIES

4.1. Reserve the right to award to one or more vendors.

4.2. Reserve the right to add or remove services in conjunction with the County's needs.

4.3. Although the general park name will be announced, the off-loading location within the site will be determined by the Office of Parks and Trails.

4.4. Reserves the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.

4.5. Reserve the right to dismiss Contractor's staff from project work site for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

5. DELIVERY REQUIREMENTS AND ACCEPTANCE

5.1. Contractor shall be responsible for off-loading shipments from delivery truck.

5.2. Contractor shall supply the County with healthy plant material and shall ensure that items are healthy prior to off-loading.

5.3. Plants shall not be delivered without prior inspection and approval.

5.4. Items ordered by the County are the only products that will be accepted. Alternate products will not be considered.

[*End of Exhibit A.*]

EXHIBIT B – INSURANCE REQUIREMENTS **26-405**

1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

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

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

~~H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.~~

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

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

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

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

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

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

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

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

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

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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Below is a list of Florida native trees, grasses and plants that maybe ordered. Additional trees, grasses and plants may be added as needed.

Trees	Florida Native Grasses and Plants
Blue jack oak	
Eagleston oak	Andropogan Gyrans
Flatwoods plum	Andropogan Ternarius
Long leaf pine	Big flower pawpaw - Asimina obovate
Myrtle oak	Chickasaw plum - prunus angustifolia
Nuttel oak	Common persimmon - Diosyros virginiana
Persimmon	Firebush
Pond pine	Garberia - garberia heterophyilla
Post oak	Lopsided - indiangrass
Pred maple	Lovegrass - Elliott's
Red bud	Lovegrass - Purple
Red cedar	Michaux's hawthorn - crataegus michauxii
Sand live oak	Pigmy fringetree - chionanthus pygmaeus
Saw Palmetto	Pineland dropseed
Saw Palmetto	Red Mulberry - morus rubra
Scrub oak	Silk bay - persea borbonia var. humilis
Shumard oak	Sparkleberry farkeberry - vaccinuim arboretum
Slash pine	Tough bully - sideroxylon tenax
Southern magnolia	Walter's vivernum
Southern red cedar	Wire grass
Sweet bay	Yaupon holly - llex vomitoria
Sweet gum	Mixed native bunch grasses (wiregrass, lop--sided indiangrass,
Turkey oak	pineland dropseed, bluestem, schizachyrium
Winged elm	

CONTRACT NO. 26-405C
For
GRASSES, PLANTS, AND TREES – VENDOR POOL

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **SITEONE LANDSCAPE SUPPLY, LLC** (hereinafter "Contractor") to supply **GRASSES, PLANTS, AND TREES** to the County pursuant to County Bid number 26-405 with any included addenda (hereinafter "Bid"), with an opening date of 4/29/2026, and Contractor's Bid response dated 4/29/2026, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Affidavit Form
Attachment 3 – Pricing Sheet
Addenda 1, 2 & 3
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit D – Sample of Florida Native Grasses and Plants

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

The Contract initial term is from 8/1/2026 through 7/31/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

_____

By: Ronald A. Falanga
Procurement Services Director
Date: Click or tap to enter a date.

The undersigned hereby declares that SiteOne Landscape Supply has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **GRASSES, PLANTS, AND TREES – VENDOR POOL** as specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1. TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2. PAYMENT

Contractor shall email parksinvoices@lakecountyfl.gov or lcwainvoices@lakecountyfl.gov , an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC or LCWA, 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.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: NO

Vendor accepts MasterCard for payment: YES

3. CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted

a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or it or its subcontractors have been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4. CERTIFICATION REGARDING LAKE COUNTY WATER AUTHORITY TERMS AND CONDITIONS

I certify that I have reviewed the LCWA General Terms and Conditions and accept them as written including the Proprietary/Confidential Information section. YES

5. CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

6. CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. None

7. CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

8. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number N/A
and enter effective date N/A to date N/A

9. ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

10. FEDERAL FUNDING REQUIREMENT – N/A

11. LOCAL VENDOR PREFERENCE – N/A

12. GENERAL VENDOR INFORMATION

Firm Name: SiteOne Landscape Supply
Street Address: 24500 Center Ridge Road – Ste. 350
City: Westlake State and ZIP Code: Ohio 44145
Mailing Address (if different): Same
Telephone: 216-706-9250 ext. 2
Purchase Order Email Address: bids@siteone.com
Federal Identification Number / TIN: 36-4485550

13. SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Monique Potts*
Date: 4/29/2026
Print Name: Monique Potts
Title: Sr. Bid Representative
Primary E-mail Address: bids@siteone.com
Secondary E-mail Address: mpotts@siteone.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]

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)** Monique Potts, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** Sr. Bid Representative of **(Business Name)** SiteOne Landscape Supply 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 29th day of April, 2026.

BY: Monique Potts
Signature of Affiant

Monique Potts
Printed Name

STATE OF Ohio
COUNTY OF Cuyahoga

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 29th day of April, 20 26, by _____, who is ☒ personally known to me or ☐ has produced identification (type):_____.

V. Roberts
(Notary Signature)

(SEAL)

Valerie Roberts
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
06/03/2029

SiteOne Landscape Supply
SAVE AND SUBMIT AS AN EXCEL FILE
SAMPLE PROJECT: Base the cost of this sample project as all inclusive (including, but not limited to, offloading equipment, materials, fuel, and labor to satisfactorily complete the work in accordance with contract specifications) with delivery to Neighborhood Lakes Trailhead, 26656 County Road 46A, Sorrento, Florida 32776. Installation is not requirement in this sample project.
This sample project will be considered with additional Solicitation requirements as stated in the Method of Award Section to establish a vendor pool.

ITEM #	ITEM DESCRIPTION	SIZE	QUANTITY	UNIT PRICE	TOTAL
1	Blue Jack Oak	3 gallon	70	$0.00	$0.00
2	Eagleston Oak	3 gallon	30	$0.00	$0.00
3	Flatoods Plum	3 gallon	20	$0.00	$0.00
4	Myrtle Oak	3 gallon	20	$0.00	$0.00
5	Muttel Oak	3 gallon	20	$0.00	$0.00
6	Persimmon	3 gallon	25	$0.00	$0.00
7	Pond Pine	3 gallon	10	$0.00	$0.00
8	Post Oak	3 gallon	10	$0.00	$0.00
9	Pred Maple	3 gallon	10	$0.00	$0.00
10	Red Bud	3 gallon	10	$0.00	$0.00
11	Andropogan gyrans	1 quart	250	$0.00	$0.00
12	Andropogan ternarius	2 gallon	100	$0.00	$0.00
13	Big flower pawpaw	1 gallon	75	$0.00	$0.00
14	Chickasaw plum	20 gallon	10	$0.00	$0.00
15	Common persimmon	15 gallon	10	$0.00	$0.00
16	Firebush	3 gallon	25	$11.36	$284.00
17	Garberia	1 gallon	15	$0.00	$0.00
18	Lopsided indiangrass	4 inch	250	$0.00	$0.00
19	Elliott's Lovegrass	1 gallon	10	$5.56	$55.60
20	Purple Lovegrass	4 inch	250	$0.00	$0.00
21	Michael's hawthorn	1 gallon	10	$0.00	$0.00
22	Pigmy fringetree	5 gallon	10	$0.00	$0.00
23	Pineland dropseed	4 inch	250	$0.00	$0.00
24	Red mulberry	5 gallon	10	$0.00	$0.00
25	Sparkleberry farkeberry	3 gallon	10	$0.00	$0.00
26	Tough bully	3 gallon	10	$0.00	$0.00
27	Walter's vibernum	3 gallon	10	$11.44	$114.40
28	Wire grass	4 inch	250	$0.00	$0.00
29	Yaupon holly	5 gallon	10	$50.66	$506.60

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: Grasses, Plants and Trees – Vendor Pool 03/31/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q1. The pricing sheet only lists trees and not grasses. How can I bid on grasses?

A. See REVISED Attachment 3 – Pricing Sheet 26-405.

ACKNOWLEDGEMENT

Firm Name: SiteOne Landscape Supply

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: Click or tap here to enter text.

Date: 4/29/2026

Print Name: Monique Potts

Title: Sr. Bid Representative

Primary E-mail Address: mpotts@siteone.com

Secondary E-mail Address: bids@siteone.com

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: Grasses, Plants and Trees – Vendor Pool 04/01/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q2. For the line item listed as Eagleston Oak, are you referring to a Holly?

A. This was an error. Bidders shall provide pricing for Eagleston Holly (Ilex x attenuate "Eagleston") for Line Item 2.

ACKNOWLEDGEMENT

Firm Name: SiteOne Landscape Supply

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: Click or tap here to enter text.

Date: 4/29/2026

Print Name: Monique Potts`

Title: Sr. Bid Representative

Primary E-mail Address: mpotts@siteone.com

Secondary E-mail Address: bids@siteone.com

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Grasses, Plants and Trees – Vendor Pool 04/17/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q3. It is assumed the County will not guarantee any specific order quantity for these plant materials, correct?

A. Correct.

Q4. If the County cannot guarantee minimum individual order quantities for delivery, and in order to encourage vendors to keep per items markups on the plant materials as low as possible, would the County consider adding a per-delivery charge for delivery of plant materials on orders less than a certain dollar amount (for example, $500.00 or less), since fuel/delivery costs are a major consideration

A. The County cannot guarantee minimum individual quantities. The County utilizes its Vendor Pool Request for Quotes (RFQ) system to expend annual Tree Mitigation funds for both the Parks and Public Lands properties. Needed smaller purchases may be handled with County PCards, picking up materials, and County staff installed.

ACKNOWLEDGEMENT

Firm Name: SiteOne Landscape Supply

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: *Monique Potts*

Date: 4/29/2026

Print Name: Monique Potts

Title: Sr. Bid Representative

Primary E-mail Address: mpotts@siteone.com

Secondary E-mail Address: bids@siteone.com

EXHIBIT A – SCOPE OF SERVICES **26-405**

GRASSES, PLANTS AND TREES – VENDOR POOL

1. SCOPE OF SERVICES

1.1. The Contractor shall furnish and deliver various trees, plants and grasses on an on-call basis in conjunction with the County's needs.

1.2. The Contractor shall provide all labor, materials, equipment, fuel and incidental costs and supervision necessary to furnish, deliver and off-load various Florida native trees, plants, and grasses at various County Parks, Trails, Boat Ramps, and Public Lands Properties. All work and equipment shall be in strict compliance with the latest codes, standards and practices. Installation of the trees, plants and grasses is not required.

1.3. If required by the County, Contractor shall install and maintain plant materials, providing all labor, materials, equipment, and landscape plans (if needed).

1.4. This is an indefinite quantity contract with no guarantee of a volume of services that may be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract resulting from this solicitation.

1.5. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.

2. CONTRACTOR'S RESPONSIBILITIES

2.1. Provide all-inclusive quotes to provide 100% turnkey projects.

2.2. Contractor must submit photo of each plant for approval prior to delivery.

2.3. Contractor must supply the County with healthy plant material and shall ensure that items are healthy prior to delivery.

2.4. Contractor must coordinate delivery with Lake County Parks staff. A forty-eight (48) hour notice is required before delivery.

2.5. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the task.

2.6. Provide staff with experience and the ability to complete project tasks as specified herein and as directed.

2.7. Provide a neat and clean appearance for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots.

2.8. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

2.9. Be responsible for damages caused as a result of completing projects.

2.10. Include costs for general housekeeping and work area clean up.

3. ORDER OF OPERATION

3.1. County shall issue a request for quote (RFQ) for project requirements.

3.2. Contractor shall make a site visit, if required, to review and verify the project limits.

3.3. Contractor shall review the request and submit a bid proposal as required in the RFQ.

3.4. Discrepancies in work requirements shall be resolved and confirmed by the County prior to the beginning of work.

3.5. A Purchase Order (PO) shall be issued to Contractor submitting the lowest price bid within the proposed time frame.

3.6. Contractor shall provide County with a schedule of completion by e-mail within five (5) business days after receipt of purchase order.

3.7. Contractor shall begin work as outlined within ten (10) business days from the issuance of the PO.

3.8. Contractor shall consult with County the day prior to any schedule variance, including when work is interrupted due to weather, breakdowns, etc., and must be agreed to by the County.

3.9. Contractor shall complete the project within the number of days as specified in the Notice to Proceed.

3.10. Contractor shall notify County upon completion of the work to schedule an inspection.

3.11. Contractor shall, upon request, meet with County to review the work that has been completed.

3.12. Contractor shall submit an invoice with all documentation as required by this Contract.

4. COUNTY RESPONSIBILITIES

4.1. Reserve the right to award to one or more vendors.

4.2. Reserve the right to add or remove services in conjunction with the County's needs.

4.3. Although the general park name will be announced, the off-loading location within the site will be determined by the Office of Parks and Trails.

4.4. Reserves the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.

4.5. Reserve the right to dismiss Contractor's staff from project work site for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

5. DELIVERY REQUIREMENTS AND ACCEPTANCE

5.1. Contractor shall be responsible for off-loading shipments from delivery truck.

5.2. Contractor shall supply the County with healthy plant material and shall ensure that items are healthy prior to off-loading.

5.3. Plants shall not be delivered without prior inspection and approval.

5.4. Items ordered by the County are the only products that will be accepted. Alternate products will not be considered.

[*End of Exhibit A.*]

EXHIBIT B – INSURANCE REQUIREMENTS **26-405**

1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

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

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

~~H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.~~

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

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

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

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

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

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

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

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

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

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

Below is a list of Florida native trees, grasses and plants that maybe ordered. Additional trees, grasses and plants may be added as needed.

Trees	Florida Native Grasses and Plants
Blue jack oak	
Eagleston oak	Andropogan Gyrans
Flatwoods plum	Andropogan Ternarius
Long leaf pine	Big flower pawpaw - Asimina obovate
Myrtle oak	Chickasaw plum - prunus angustifolia
Nuttel oak	Common persimmon - Diosyros virginiana
Persimmon	Firebush
Pond pine	Garberia - garberia heterophyilla
Post oak	Lopsided - indiangrass
Pred maple	Lovegrass - Elliott's
Red bud	Lovegrass - Purple
Red cedar	Michaux's hawthorn - crataegus michauxii
Sand live oak	Pigmy fringetree - chionanthus pygmaeus
Saw Palmetto	Pineland dropseed
Saw Palmetto	Red Mulberry - morus rubra
Scrub oak	Silk bay - persea borbonia var. humilis
Shumard oak	Sparkleberry farkeberry - vaccinuim arboretum
Slash pine	Tough bully - sideroxylon tenax
Southern magnolia	Walter's vivernum
Southern red cedar	Wire grass
Sweet bay	Yaupon holly - llex vomitoria
Sweet gum	Mixed native bunch grasses (wiregrass, lop--sided indiangrass,
Turkey oak	pineland dropseed, bluestem, schizachyrium
Winged elm	

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

DATE: 06/16/2026 **MEETING DATE:** 7/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Public Hearing
THRU: **ITEM ID:** 42696
Melanie Marsh, County Attorney
Michael Fitzgerald, Office of Planning & Zoning Director
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance creating Section 3.03.00, Lake County Code, Land Development Regulations, to be entitled *Certified Recovery Residences*, and amending Appendix E, Chapter II, Lake County Code, Land Development Regulations, entitled *Definitions*, and Chapter III, Section 3.01.03, entitled *Schedule of Permitted and Conditional Uses*.

RECOMMENDATION/REQUIRED ACTION:
First Public Hearing of an Ordinance creating Section 3.03.00, Lake County Code, Land Development Regulations, to be entitled, *Certified Recovery Residences*, and amending Appendix E, Chapter II, Lake County Code, Land Development Regulations, entitled *Definitions*, and Chapter III, Section 3.01.03, entitled, *Schedule of Permitted and Conditional Uses*. Required per Senate Bill 954 (2025).

There is no fiscal impact.

BACKGROUND SUMMARY: In 2025, the State of Florida adopted Senate Bill 954 (SB 954) amending Section 397.487, Florida Statutes, and requiring local governments to adopt an ordinance providing the procedures for the review and approval of certified recovery residences. Chapter 397, Florida Statutes, defines a “certified recovery residence” to mean a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator and includes four levels of residences based on the length of stay and the scope of services provided to the individuals residing therein. SB 954, effective July 1, 2025, requires local governments to adopt an ordinance that includes a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

On March 24, 2026, the Board of County Commissioners (Board) was presented with a proposed Ordinance and inquired about the concept of reasonable accommodations applying to zoning for these types of facilities. This proposed Ordinance will create Section 3.03.00, Lake County Code, Land Development Regulations, to be entitled *Certified Recovery Residences*, as well as amend Appendix E, Chapter II, Lake County Code, Land Development Regulations, entitled *Definitions*, and Chapter III, Section 3.01.03, entitled *Schedule of Permitted and Conditional Uses*, to include certified recovery residences pursuant to Section 397.487, Florida Statutes, defining certified recovery residences, including certified recovery residences as a permitted or conditional use in specified zoning districts, and establishing a process for requesting

reasonable accommodations from land use regulations that may prohibit their establishment in a particular zoning district.

The Affordable Housing Advisory Committee and the Home Builders Association of Lake-Sumter were provided a copy of the previously proposed Ordinance on March 1, 2026. The previously proposed Ordinance was presented to the Planning & Zoning Board on March 4, 2026, which was approved unanimously on consent. The Board approved the revised proposed Ordinance for advertising on June 9, 2026, and authorized, by a majority plus one vote, to conduct the Second Public Hearing of the revised proposed Ordinance at 9:00 a.m. on July 28, 2026, rather than at 5:05 p.m. as required by Section 125.66(4), Florida Statutes.

Fiscal Impact: None

Account No.:

Advertised Date: 7/2/2026 Paper: Daily Commercial

Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate Exemption_Certified Recovey Residence
3.	J. McIntosh_Certified Recovery Residences

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 06/16/2026
Melanie Marsh	Approved - 06/17/2026
Michael Fitzgerald	Approved - 06/17/2026
Kandace Pourbaix	Approved - 06/17/2026
Miranda Lanoue	Approved - 06/17/2026
Jaime Stewart	Approved - 06/18/2026
Melanie Marsh	Approved - 06/19/2026
Jennifer Barker	Approved - 06/26/2026
Marisol Saldana	Final Approval - 06/26/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Summary of Ordinance

Pursuant to Senate Bill 954, effective, July 1, 2025, this Ordinance creates Section 3.03.00, Lake County Code, Land Development Regulations, to be entitled, *Certified Recovery Residences,* and amends Appendix E, Chapter II, Lake County Code, Land Development Regulations, entitled *Definitions*, and Chapter III, Section 3.01.03, entitled, *Schedule of Permitted and Conditional Uses*, to include certified recovery residences pursuant to Section 397.487, Florida Statutes, defining certified recovery residences, including certified recovery residences as a permitted or conditional use in specified zoning districts, and establishing a process for requesting reasonable accommodations from land use regulations that may prohibit their establishment in a particular zoning district.

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation "* * *" shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or relettering that might be needed).

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; CREATING SECTION 3.03.00, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, TO BE ENTITLED, *CERTIFIED RECOVERY RESIDENCES*; AMENDING SECTION 3.01.03, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, TO INCLUDE CERTIFIED RECOVERY RESIDENCES AS A PERMITTED OR CONDITIONAL USE IN SPECIFIED ZONING DISTRICTS; AMENDING CHAPTER II, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, ENTITLED *DEFINITIONS*; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2025, the State of Florida adopted Senate Bill 954 (SB 954) amending Section 397.487, Florida Statutes, and requiring local governments to adopt an ordinance providing the procedures for the review and approval of certified recovery residences; and

WHEREAS, Chapter 397, Florida Statutes, defines a "certified recovery residence" to mean a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator and includes four levels of residences based on the length of stay and the scope of services provided to the individuals residing therein; and

WHEREAS, no clinical services are authorized to be rendered at a certified recovery residence and all licensable services are provided offsite; and

WHEREAS, SB 954, effective July 1, 2025, requires local governments to adopt an ordinance by January 1, 2026, and that ordinance shall include a process for requesting reasonable

accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, the Board now finds it is in the best interests of the residents of Lake County to adopt this Ordinance defining certified recovery residences, including certified recovery residences as a permitted use in specified zoning districts, and establishing a process for requesting reasonable accommodations from land use regulations that may prohibit their establishment in a particular zoning district.

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

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

Section 2. **Amendment.** Chapter II, Lake County Code, Appendix E, Land Development Regulations, entitled *Definitions*, is hereby amended to read as follows:

CHAPTER II DEFINITIONS

****

Cattery. See Kennel.

Channel. A trench, the bottom and the upper edges of its sides normally below water.

Certified Recovery Residences. As defined by Section 397.311(5), Florida Statutes, as amended.

****

{All other definitions within Chapter II shall remain unchanged.}

Section 3. **Creation.** Chapter III, Section 3.03.00, Lake County Code, Appendix E, Land Development Regulations, to be entitled *Certified Recovery Residences*, is hereby created to read as follows:

3.03.00 – Certified Recovery Residences.

3.03.01 Intent and purpose. This section is established pursuant to Section 397.487, Florida Statutes, to provide for the review and approval of reasonable accommodation requests to County land use and zoning ordinances, rules, regulations, policies, and procedures that may prohibit establishment of certified recovery residences. Facilitating reasonable accommodation requests ensures that individuals with a disability have equal opportunity to use and enjoy dwellings, buildings, or structures, or to provide accessibility in another manner, as provided by the Federal Fair Housing Amendments Act of 1988 (FHA), 42 U.S.C. 3601, and Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. 12131. For the purposes of this procedure, a disability shall be defined as provided within the FHA and ADA, as amended. Any person who is disabled, acting as an agent of a disabled person, or providing services for qualifying

disabled individuals, may request a reasonable accommodation allowing for the establishment of a certified recovery residence pursuant to the procedures set forth herein.

3.03.02 Reasonable Accommodation Application. A request for a reasonable accommodation to land use and zoning ordinances, rules, regulations, policies, and procedures that may prohibit establishment of certified recovery residences may be made by any person who is disabled, acting as an agent of a disabled person, or providing services for qualifying disabled individuals. An Applicant must demonstrate their eligibility for the reasonable accommodation process, as well as establish that the proposed accommodation will serve the purposes of ensuring that disabled individuals have equal opportunity to use and enjoy dwellings, buildings, or structures.

A. *Application Form and Content.* An application for a reasonable accommodation must be submitted by an Applicant to the County Manager or designee. A completed application must be signed by all owners of the property, or their agents, and notarized. Signatures by agents must be accompanied by proof of authorization as an agent. In case of corporate ownership, the authorized signatures shall be accompanied by a notation of the signatory's office in the corporation. The application shall include the following information:

1. The name and address and contact information for the applicant or authorized agent.
2. The property address and parcel identification number.
3. Documentation sufficient to establish that the requesting individual is disabled and protected under the FHA or ADA.
4. A description of the accommodation requested and the specific regulation or policy from which relief is sought (e.g., describe in detail the need for accommodation, identifying the County land use and zoning ordinances, rules, regulations, policies, and procedures that prohibit establishment of a certified recovery residence on the identified property, and describe the nature of the accommodation requested).
5. A narrative describing the scope and intent of the proposed development, including the intended use as well as the capacity of the proposed certified recovery residence.
6. Statement of ownership and management of the proposed certified recovery residence, inclusive of a detailed staffing plan to accommodate the proposed scope.
7. Complete legal description of the subject property.
8. General location map showing the relation of the proposed site to existing and proposed features and land uses: major streets, existing utilities and public features, and the land uses of the surrounding area; and
9. For sites proposing new construction, the following is required:
    a. Statement describing availability of utilities to be used; and
    b. Calculation of gross acreage of the site and area devoted to impervious surfaces such as structures and parking areas.

B. *Timely Review of an Application.* Upon receipt of the request, the County Manager or designee shall date-stamp the application. All decisions to grant or deny a

reasonable accommodation shall be consistent with the Fair Housing Amendments Act of 1988 (FHA), 42 U.S.C. ss.3601 et seq., and Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. ss. 12131 et seq. A request for a reasonable accommodation shall be considered as part of an application for Site Plan approval, if applicable, and no other meetings shall be required to consider the reasonable accommodation.

1. If additional information is required, the Applicant will be notified in writing within thirty (30) days after receipt of the application. An Applicant will be given at least thirty (30) days to respond to a request for additional information. A complete application shall be processed and reviewed within the timeframe established in Section 397.487, Florida Statutes.

2. Requests for extensions to the timeframes herein must be made in writing prior to the expiration deadline.

3. A written determination from the County Manager or designee shall constitute a final determination for purposes of the sixty (60) day timeframe set forth in Section 397.487, Florida Statutes. The determination must:

   a. Approve the request in whole or in part, with or without conditions; or

   b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or action for reconsideration.

4. If a final written determination is not issued within sixty (60) days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

C. *Standards for Review*. The Applicant shall be required to establish that the requesting individual is disabled and protected under the FHA or ADA by demonstrating that the individual is disabled, as defined in the FHA or the ADA. Although the definition of a disability may be subject to judicial interpretation, for purposes of this Section the Applicant must show:

1. A physical or mental impairment which substantially limits one or more major life activities;
2. A record of having such impairment; and
3. The individual is regarded as having such impairment.

In evaluating a request for reasonable accommodation, the County Manager or designee shall consider competent evidence related to the following:

1. Whether the individual claiming to be disabled meets the definition of a disabled person;
2. Whether there is an identifiable relationship, and a rational nexus, between

the requested accommodation and the disabled individual's needs;

3. Whether a sufficient alternative to the request exists, if the request is determined to not be reasonable;

4. Whether granting the request would change the essential nature of the Land Development Regulations as compared to a strict application of the Land Development Regulations to the circumstances of the request; and

5. Whether the request, if granted, would impose undue financial and administrative burdens on the County.

D. *Revocation.* Any accommodation granted for a certified recovery residence may be revoked for cause including, but not limited to, a violation of the conditions of approval, or the lapse, revocation, or failure to maintain certification or licensure required under this section, if not reinstated within 180 days, or if the need for the accommodation ends or the person qualifying for the reasonable accommodation no longer resides at the dwelling.

E. *Property Interest Not Created.* The granting of an accommodation under this section does not create a property interest and a revocation of the accommodation occurring in accordance with subsection D above shall result in a compensable taking of property. The granting of an accommodation under this Section is personal to the Applicant and shall not run with the land, and shall remain in place for only so long as the Applicant's need for the accommodation exists or for so long as the Applicant resides at the dwelling.

F. *Remedy Non-Conforming Status.* It shall be the responsibility of the property owner to remove or correct any nonconforming standard authorized by a grant of a reasonable accommodation once the need for the accommodation ends, or the accommodation is revoked, and to do so within a reasonable period of time.

G. *Appeal.* A decision on a request for a reasonable accommodation is appealable to the Board of County Commissioners as follows:

1. Filing Requirements. Any person who disagrees with the decision of the County Manager or designee under this section may appeal by filing a written notice of appeal within thirty (30) calendar days after the date the written decision is rendered. The written notice of appeal shall set forth concisely the grounds upon which the appeal is based.

2. Hearing. The appeal shall be set for the next regularly scheduled Board of County Commissioners' meeting. The Board shall hear and consider all facts material to the appeal and render a decision based upon the Standards of Review set forth in subsection C above. The Board may affirm, reverse, or modify the decision of the County Manager or designee.

3. Order on Appeal. After the hearing, the Board shall consider all the evidence offered and shall render a written decision within twenty (20) calendar days. The decision of the Board shall constitute final administrative review. Any person who disagrees with the Board's decision may appeal the decision to the Circuit Court as provided for by law.

4. Fees and Costs. The County shall not be obligated to pay the Applicant's attorney or any other fees or costs in connection with the original application or for the appeal.

Section 4. Amendment. Section 3.01.03, Lake County Code, Land Development Regulations, entitled *Schedule of Permitted and Conditional Uses*, shall be amended as follows:

{The remainder of this page is left intentionally blank.
Schedule of Permitted and Conditional Uses to follow.}

3.01.03 Schedule of Permitted and Conditional Uses.

	ZONING DISTRICTS																						
Use Classifications	A	RA	AR	R1	R2	R3	R4	R6	R7	R10	RP	RMRP[1]	RM	C1[2]	C2[2]	C3[2]	CP [6, 7]	LM	HM	MP [6, 7]	CFD[6]	RV	CONDITION/ LDR SECTION
RESIDENTIAL USES																							
Single-Family Dwelling Unit	P	P	P	P	P	P	P	P	P		P	P[1]	P	P[2]	P[2]	P[2]	P	P	P	P			Sec. 3.01.02.A.1
Bed & Breakfast Home	P	P	P	C	C	C	C	C			C												Sec. 3.12.03
Bed & Breakfast Inn	C	C	C	C							P			P	P	P	P						Sec. 3.12.02
Two-Family Dwelling Unit						P	P	P	P	P	P												Sec. 3.01.02.A.2
Multi-Family Dwelling Unit							P	P	P	P	C			P	P	P	P	P[8]	P[8]	P[8]	P[8]		Sec. 3.01.02.A.3 & F.S §125.01055(7)(a)
Recreational Vehicle Park																						P	Sec. 3.01.02.A.5
Mixed-Use Residential District														P[8]	P[8]	P[8]	P[8]	P[8]	P[8]	P[8]	P[8]		Sec. 3.01.02.G & F.S §125.01055(7)(a)
AGRICULTURAL USES																							
General Agriculture	P																	P[3]	P[3]	P[3]	P		Sec. 3.01.02.B.1
Non-Intensive Agricultural	P	P	P	P																	P		Sec. 3.01.02.B.2
Agricultural Housing/Camps	P	C																					Sec. 3.02.02.B.4 & F.S. §163.3162(5)
Chicken Farms	P/C																						See F.S. §163.3162(3) & 3.03.00
Egg Processing Facilities	P/C																						See F.S. §163.3162(3) & & 3.03.00
Exotic Animals	C																						3.01.02.B.14
Family Gardens		P	P	P	P	P	P	P	P	P	P	P	P										Sec. 3.01.02.B.3

Hog Farms	P/C																						F.S. §163.3162(3)
Horse-Breeding Farms	P	P	P	P																			
Kennels	C														P		P	P	P	P			Sec. 3.01.02.B.5 & Chap. II, Definitions
Loft/Aviary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						
Mills	C																			P			Sec. 3.01.02.B.6
Mining and Quarrying	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		Sec. 3.01.02.B.7
Plant Nurseries *5 acre requirement	P	C	C	C*										P	P	P	P						Sec. 3.01.02.B.8
Obnoxious Uses	C													C	C	C	C	C	C	C	C		Chap. II, Definitions
Riding Stable or Academy	P	C	C																		P		Sec. 3.01.02.B.9 & 3.03.00
Roadside Farm Stands	P	P	C																				Sec. 3.01.02.B.10
Slaughter Houses	P/C																		C				See F.S. §163.3162(3) & 3.03.00
Veterinary Clinics	P										C			C	C	C	P	C	P	P			Sec. 3.01.02.B.11
COMMERCIAL USES (See Policy 1-1.13 of Comprehensive Plan for commercial site restrictions in Employment Center land use designation.)																							
Adult Use															C		C						Sec. 3.01.02.C.1 & Sec. 3.07.00
Amusements, Commercial	C													C	C		P						Sec. 3.01.02.C.2
Automotive Repair															P	P	P	P	P	P			Sec. 3.01.02.C.3
Automotive Service Station/Convenience Store														P	P	P	P			P			Sec. 3.01.02.C.4
Banking														P	P	P	P			P			Sec. 3.01.02.C.5
Bar or Tavern														P	P	P	P	P	P	P			Sec. 3.01.02.C.6
Carwash														P	P	P	P			P			Chap. II, Definitions

Consumer Services and Repair															P		P	P		P		C	Sec 3.01.02.C.7
Hotel or Motel															P	P	P						Sec.3.01.02.C.8
Marina	C	C	C												P	P	P			P	P		Sec. 3.01.02.C.9
Medical Service											P			P	P	P	P	P	P	P			Sec.3.01.02.C.10
Personal Care Services														P	P	P	P	P		P			Sec.3.01.02.C.11
Professional Office											P			P	P	P	P	P	P	P	P		Sec.3.01.02.C.12
Recreation, Commercial															P	P	P	P					Sec.3.01.02.C.13
Research Services															P	P	P	P	P	P			Sec.3.01.02.C.14
Restaurant, Fast Food														P	P	P	P	P	P	P			Sec.3.01.02.C.15
Restaurant, General														P	P	P	P	P	P	P		C	Sec.3.01.02.C.16
Retail, Convenience												C		P	P	P	P	P	P	P		C	Sec. 3.01.02.C.17
Retail, General														P	P	P	P			P		C	3.01.02.C.18
Self-Service Laundry											P	P		P	P		P						Sec. 3.01.02.C.19
Self-Service Storage															C		P	P	P	P			Sec. 3.01.02.C.20
Theaters															P		P				P		Sec. 3.01.02.C.21
Recreational Vehicles																						P	
Truck Yard	C																P	P	P	P			Sec. 3.01.02.C.22
Vehicular Sales															C	C	P	P	P	P			Sec. 3.01.02.C.23
Wholesale and Warehouse															P	P	P	P	P	P			Sec.3.01.02.C.24
INDUSTRIAL USES																							
Airport																			P	P	P		Sec. 4.01.00
Industrial, Light																		P	P	P			Sec. 3.01.02.D.1
Industrial, Heavy	C																		P, C	P, C			Sec. 3.01.02.D.2
Junkyard																	P		P	P			Sec. 3.01.02.D.4
Recycling Center																		P	P	P	P		Sec. 3.01.02.D.3
Trucking Facilities																		P	P	P			
COMMUNITY FACILITY USES																							

Assisted Living Facility																					P		F.S. Ch. 429, Pt. I
Cemetery	C																P				P		Sec. 3.01.02.E.1
College or University	C														P	P	P				P		Sec. 3.01.02.E.2
Church														P	P	P	P				P		Sec. 3.01.02.E.3
Comprehensive Transitional Education Facility																					P		Sec. 3.01.02.E.11
Community Residential Home										P				P	P		P				P		Sec. 3.01.02.E.4
Cultural Institution														P	P	P	P	P			P		Sec. 3.01.02.E.5
Day Care Center														P	P	P	P				P		Sec. 3.01.02.E.6
Certified Recovery Residence	C							C	C	C	C			C	P	P	P	C	C	C			See 3.03.00
Dormitory															P	P	P				P		Sec. 3.01.02.E.7
Expressway Interchange, Wekiva																					P		
Family Day Care Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		Sec. 3.01.02.E.8
Family Residential Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						P		Sec. 3.01.02.E.9
Landfill	C																P	C	C	P			Sec. 3.01.02.E.12
Nursing Home									C	C	C				P	P					P		Sec. 3.01.02.E.13
Primary or Secondary School	C	C	C	C	C	C	C	C	P	P	P	C	C	P	P	P		P			P		Sec. 3.01.02.E.10
Public Safety Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 3.01.02.E.16
Utilities, Limited	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		Sec.3.01.02.E.14
Utilities, Major	C													P	P	P	P	P	P	P	P		Sec.3.01.02.E.15
Wireless Antennas, Towers and Equipment																							a., b. & c. below covered in Sec. 3.13.00
a. Camouflaged	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
b. Amateur Radio Station Operators/ Receive Only Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		

c. All others must meet 3.13.00 requirements	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	
Floating Solar Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	F.S. §163.32051
Solar Facility	P																						F.S. §163.3205
Resiliency Facility														P	P	P	P	P	P	P			F.S. §163.3210
RECREATIONAL USES																							
Club Private or Country														P	P	P	P				P		Sec. 3.01.02.F.1
Parks and Recreation	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	P[5]	C	Sec. 3.01.02.F.4
Hunting and Fishing Resorts	C	C	C	C	C										C						P	C	Sec. 3.01.02.F.3

Note 1. Only rental mobile home dwelling units are allowed in RMRP.

Note 2. Residences permitted with site plan approval when used in conjunction with business.

Note 3. Agricultural uses in these use classifications are limited to hay production.

Note 4. Reserved.

Note 5. Active Recreation Uses as defined by the Comprehensive Plan permitted with site plan approval.

Note 6. Uses shown as "P" under the CP, MP, and CFD district are only permitted to the extent the use is specifically identified in an approved zoning ordinance for a particular property.

Note 7. Uses shown as "P" under the CP and MP districts are only permitted to the extent they are specifically identified, or specifically not excluded, in an approved zoning ordinance for a particular property.

Note 8. Multi-family uses are permitted in CFD, PUD, CP, LM, and HM districts, and Mixed-Use Residential uses are permitted in CFD, PUD, CP, C-1, C-2, C-3, LM and HM, if they comply with the requirements of Section 125.01055(7)(a), Florida Statutes, and Section 11-40, Lake County Code. Otherwise, Multi-family uses are not permitted in CFD, PUD, CP, LM and HM districts, and Mixed-Use Residential is only permitted as otherwise allowed under these regulations.

Section 5. **Severability.** If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 6. **Inclusion in the Code.** It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 8. **Effective Date.** This Ordinance shall become effective as provided for by law.

Enacted this _____ day of _____, 2026.

Filed with the Secretary of State _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

Business Impact Estimate Exemption

Summary of Ordinance:

Pursuant to Senate Bill 954, effective, July 1, 2025, this Ordinance creates Section 3.03.00, Lake County Code, Land Development Regulations, to be entitled, Certified Recovery Residences, and amends Appendix E, Chapter II, Lake County Code, Land Development Regulations, entitled Definitions, and Chapter III, Section 3.01.03, entitled, Schedule of Permitted and Conditional Uses, to include certified recovery residences pursuant to Section 397.487, Florida Statutes, defining certified recovery residences, including certified recovery residences as a permitted use in specified zoning districts, and establishing a process for requesting reasonable accommodations from land use regulations that may prohibit their establishment in a particular zoning district.

In accordance with Section 125.66(3)(c), Florida Statutes, the requirement to prepare and post a Business Impact Estimate does not apply to certain conditions. Those conditions are listed below. If any of the boxes are checked below, the Business Impact Estimate is not required.

- ☑ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the county government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss.163.3220-163.3243;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
  c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If none of the conditions above apply to the proposed ordinance, the Business Impact Estimate will be completed in accordance with Section 125.66, Florida Statutes.

AFFORDABLE HOUSING IMPACT STATEMENT

Contact Information			
Date:	03/03/2026	Contact Name:	Jeannette McIntosh
			Affordable Housing Advisory Committee Member

Ordinance Information

Describe the Ordinance:

This ordinance establishes standards for Certified Recovery Residences. It identifies where these residences are permitted within specific zoning districts and outlines a process through which they may seek reasonable accommodations from land use regulations when otherwise restricted.

Describe the direct impact of the ordinance upon the provision of affordable housing:

I see no direct impact of the ordinance upon any provision of affordable housing.

Describe the direct impact of the ordinance upon the property owner/taxpayers/citizens who need affordable housing:

I see no direct impact upon the any property owner/citizens/etc who need affordable housing.

Identify any potential indirect impacts, positive or negative which might occur as a result of the ordinance:

The positive impact of this ordinance will be the accommodation of individuals who may be able to now use facilities, buildings, they may not have had access to in the past. The negative may be how 3.03.02 F is applied. I think that section could benefit from additional clarification. What happens if the removal creates an undue burden? What constitutes a "reasonable amount of time"?

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

DATE: 06/18/2026
MEETING DATE: 7/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Public Hearing
THRU:
ITEM ID: 42959
Melanie Marsh, County Attorney
Michael Fitzgerald, Office of Planning & Zoning Director
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Ordinance amending Chapter XVII, Lake County Code, Appendix E, Land Development Regulations ("LDR"), entitled *Rural Conservation Subdivision Design Standards*

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend adoption and execution of an Ordinance amending Chapter XVII, Lake County Code, Appendix E, Land Development Regulations ("LDR"), entitled *Rural Conservation Subdivision Design Standards.*

There is no fiscal impact.

BACKGROUND SUMMARY: The Lake County Comprehensive Plan for Planning Horizon 2030 contains numerous policies that allow development to be in the form of a rural conservation subdivision. Policy I-7.4.2 of the Comprehensive Plan required the adoption of design criteria and guidelines for the development of conservation subdivisions in the Rural Future Land Use Series, Wekiva River Protection Area, Wekiva Study Area, and the Green Swamp Area of Critical State Concern. The County engaged the services of Randall Arendt, landscape planner, site designer, author, lecturer, and advocate of conservation planning, to develop the conservation subdivision design criteria. On May 10, 2022, and June 14, 2022, the Board of County Commissioners (Board) received public comment on the creation of the Rural Conservation Subdivision regulations. On January 24, 2023, the Board adopted Ordinance 2023-09, which created Chapter XVII, Lake County Code, Land Development Regulations, entitled *Rural Conservation Subdivision Design Standards.*

After an initial application was processed under Chapter XVII, it has been determined that adjustments to the regulations governing Rural Conservation Subdivisions are needed. The Board approved the proposed Ordinance for advertising on April 28, 2026. The proposed Ordinance was presented to the Planning & Zoning Board on June 3, 2026, which was unanimously approved. The Affordable Housing Advisory Committee and the Home Builders Association of Lake-Sumter were provided a copy of the proposed Ordinance on April 29, 2026.

Changes shown in Red were approved for advertising by the Board on April 28, 2026.

Changes shown in Blue were presented to the Planning & Zoning Board on June 3, 2026.
Changes in Green are changes submitted for consideration after the Planning & Zoning Board.

Fiscal Impact: None.

Account No.:

Advertised Date: 7/2/2026 Paper: Daily Commercial
Attachments:

1.	Proposed Ordinance and Errata Sheet
2.	Business Impact Estimate_Rural Conservation Subdivision Design Standards
3.	J. McIntosh_Affordable Housing Impact_Rural Conservation Subdivision Design Standards

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STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 06/18/2026
Melanie Marsh	Approved - 06/19/2026
Michael Fitzgerald	Approved - 06/22/2026
Kandace Pourbaix	Approved - 06/22/2026
Miranda Lanoue	Approved - 06/22/2026
Jaime Stewart	Approved - 06/23/2026
Melanie Marsh	Approved - 06/26/2026
Jennifer Barker	Approved - 07/02/2026
Marisol Saldana	Final Approval - 07/06/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

ERRATA SHEET
{Rural Conservation Subdivision Ordinance)

Changes in Red:	Approved by the Board of County Commissioners for Advertising on April 28, 2026
Changes in Blue:	Additional Changes after Approval to Advertise presented to Planning & Zoning Board on June 3, 2026
Changes in Green:	Additional proposed changes after presentation to the Planning & Zoning Board submitted for consideration

Summary of Ordinance

The purpose of this Ordinance is to amend Chapter XVII, Lake County Code, Appendix E, Land Development Regulations ("LDR"), entitled *Rural Conservation Subdivision Design Standards*, to enhance clarity and consistency in the application and interpretation of the standards.

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 2026 - ____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING CHAPTER XVII, LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS, ENTITLED *RURAL CONSERVATION SUBDIVISION DESIGN STANDARDS*; CLARIFYING CERTAIN PROVISIONS AND REQUIREMENTS; REFINING THE APPROVAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake County Comprehensive Plan for Planning Horizon 2030 contains numerous policies that require development to be in the form of a rural conservation subdivision; and

WHEREAS, Policy I-7.4.2 of the Comprehensive Plan required the adoption of design criteria and guidelines for the development of conservation subdivisions in the Rural Future Land Use Series, Wekiva River Protection Area, Wekiva Study Area, and the Green Swamp Area of Critical State Concern; and

WHEREAS, Goal I-5.1 of the Comprehensive Plan creates and governs the Rural Protection Areas (RPA) and Policy I-5.1 states that the County shall update its Land Development Regulations to implement conservation design standards for the RPAs; and

WHEREAS, the County engaged the services of Randall Arendt, who is a landscape planner, site designer, author, lecturer, and advocate of conservation planning, to develop the conservation subdivision design criteria; and

WHEREAS, the Board of County Commissioners (Board) did, on May 10, 2022, and June 14, 2022, receive public comments on the proposed Ordinance; and

WHEREAS, on January 24, 2023, the Board adopted Ordinance 2023-09, which created Chapter XVII, Lake County Code, Land Development Regulations, entitled *Rural Conservation Subdivision Design Standards*; and

WHEREAS, after an initial application was processed under Chapter XVII, it has been determined that adjustments to the regulations governing Rural Conservation Subdivisions are needed; and

WHEREAS, the Board finds that amending the *Rural Conservation Subdivision Design Standards* is in the best interests of the health, safety, and welfare of the residents of Lake County, Florida.

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

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

Section 2. **Amendment.** Portions of Chapter XVII, Lake County Code, Appendix E, Land Development Regulations, entitled *Rural Conservation Subdivision Design Standards*, is hereby amended to read as follows:

CHAPTER XVII RURAL CONSERVATION SUBDIVISION DESIGN STANDARDS

17.00.00 - Generally.

17.00.01 Purpose and Intent.

A. The purpose and intent of these regulations ~~is~~are to provide housing in a manner that ~~also~~ preserves agricultural and forestry lands, natural and cultural features, historic and archaeological sites, cemeteries, scenic viewsheds, and rural community character that would be at great risk of becoming lost through conventional development approaches, promoting sustainable development 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.

B. Specific objectives include:

1. Cluster development to create large contiguous tracts of common open space or protected space; to protect environmentally sensitive areas, including, but not limited to, habitat, wildlife, and wildlife corridors; to maximize buffering to adjacent conservation land; to protect aquifer recharge and karst features; and to create opportunities for passive recreation;

2. Maintain, enhance, and protect corridors for wildlife movement in coordination with adjacent properties;

3. Minimize site disturbance and alteration of terrain, through use of design techniques that protect native vegetation and minimize earth movement such as reduced lane widths, stem-wall construction, and swales;

4. Protect common open space, wetlands, and other natural features in perpetuity by conservation easements or similar recorded and legally binding instruments, to the extent allowed by law;

5. Tree protection as set forth in Chapter IX, Section 9.02.00, of these regulations, as amended;

~~5~~6. Protect natural amenity areas for passive recreation;

~~6~~7. Protect dark skies through a dark sky lighting ordinance;

~~7~~8. Retain all stormwater on site or located in the same area of recharge. Stormwater management systems shall be designed using Low Impact Development principles and practices;

~~8~~9. Ensure that development along roadway corridors improves or protects the rural character of the corridor;

~~9~~10. Require the use of Best Management Practices for native landscaping and "right plant-right place" landscaping techniques to provide compatibility with the natural environment and minimize the use of chemicals, pesticides, and water for irrigation;

~~10~~11. Implement water conservation techniques including the limitation of overhead irrigation, except for low-volume irrigation such as drip or micro-irrigation systems, and areas used for vegetable gardens;

~~11~~12. Enhance the rural character, as defined in Chapter II of these regulations, of the project and surrounding area in accordance with Policy I-1.4.1, entitled *Elements of Rural Character*; ~~and~~

~~12~~13. To comply with existing Comprehensive Plan policies that provide for compatibility with adjacent land uses to protect rural residents' equestrian and agrarian lifestyles and economies~~.~~; and

14. Reserve and/or acquire the needed right-of-way for planning and construction of trails and trailheads and incorporating those needs into the development review processes, capital improvement plans, and grant applications for Public Works projects within the area of jurisdiction as outlined in the County's adopted Trails Master Plan.

17.00.02 Applicability. The regulations contained within this Chapter shall apply wherever a conservation subdivision is permitted~~required~~ under the Comprehensive Plan, including within the designated Rural Protection Areas, and may also be used to develop property not otherwise subject to the mandatory requirement. All conservation subdivision development shall also comply with any other applicable provisions of the Land Development Regulations to the extent the other regulations are not in conflict with this Chapter.

17.01.00~~–~~ Open Space and Protected Space Requirements.

17.01.01 Minimum Required Open Space. The minimum open space to be set aside shall be as follows:

Future Land Use Category/Overlay Districts/Rural Protection Areas	Minimum Open Space Requirement*
Rural Transition: 1 Unit / 3 Net Buildable Acres	35%

Rural Transition: 1 Unit / 1 Net Buildable Acre	50%
Ferndale Community: 10 or more Dwelling Units	50%
Wekiva River Protection Area A-1-40 Sending	50%
Wekiva River Protection Area A-1-20 Sending	50%
Wekiva Study Area: 10 or more Dwelling Units (resulting in a density greater than 1 Unit / 20 Net Acres)	35%
Wekiva-Ocala Rural Protection Area: 10 or more Dwelling Units (resulting in a density greater than 1 Unit / 20 Net Acres)	35%
Emeralda Marsh Rural Protection Area: 10 or more Dwelling Units (resulting in a density greater than 1 Unit / 20 Net Acres	35%
Yalaha-Lake Apopka Rural Protection Area	35%
Green Swamp Ridge	40%
Green Swamp Rural	60%
Green Swamp Rural Conservation	80%
Green Swamp Core Conservation	90%

* ~~Non-~~Unbuildable areas identified as Primary Conservation Areas, including wetlands and water bodies, are recognized as protected features but shall not be credited toward the minimum open space requirements. ~~Some portions of the protected space may be credited toward the minimum open space requirements.~~ Open space requirements for Future Land Use categories not shown above shall be as set forth in the Comprehensive Plan.

17.01.02 Protected Space and Open Space.

A. Conserved land shall be comprised of two types~~:~~ identified as "Primary Conservation Areas" and "Secondary Conservation Areas" and shall be configured to create or maintain interconnected networks of conservation lands, to the greatest extent that is practicable.

B. Primary Conservation Areas are the natural features that form the core of the area to be protected and do not count towards minimum open space requirements. They consist of the following constrained (unbuildable) land, and include the following site features:

1. Wetlands as defined by Section 373.019, Florida Statutes;
2. Floodplains (100-year) and alluvial soils identified as part of a Flood Insurance Study prepared by the Federal Emergency Management Agency (FEMA);
3. Sinkholes, and steep slopes greater than twenty-five (25) percent, identified as part of a site analysis conducted by a registered engineer, land surveyor, landscape architect, architect or land planner and calculated using topographic maps from an actual survey from the U.S. Geological Survey~~.~~;
4. All cemeteries including, but not limited to, those listed on the Florida Master Site File maintained by the Florida Division of Historic Resources.

C. Secondary Conservation Areas consist of unconstrained (buildable) land that would otherwise be suitable for development, and include the following site features:

1. Natural Upland Communities as set forth in Section 6.03.00 of these regulations (i.e., Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub).
2. Prime and Unique Farmland, whether actively used or not, including cropland, horticultural operations, fields, pastures, and meadows. Prime Farmland is land that has the best combination of physical and chemical characteristics for producing food, feed, fiber, forage, oilseed, and other agricultural crops with minimum inputs of fuel, fertilizer, pesticides, and labor, without intolerable soil erosion, as determined by the U.S Secretary of Agriculture. Unique Farmland is land other than prime farmland that is used for production of specific high value food and fiber crops, as determined by the U.S. Secretary of Agriculture.
3. Natural areas, and wildlife habitats~~, including existing gopher tortoise habitat,~~ and corridors identified as part of:
    a. An Inventory of Natural Areas and ~~Wildlife~~Critical Habitats as prepared by a state agency, the Nature Conservancy, or a local land trust;
    b. A required ~~Environmental Assessment or Environmental Impact Statement~~Biological & Ecological Site Assessment (BESA); and/or
    c. An independent site study conducted by a trained botanist and/or biologist.
4. Slopes of fifteen (15) percent ~~to twenty-five (25) percent~~ or greater which require special site protection due to their erosion potential, limitations for septic tank nitrification fields, and terrain or elevation changes. Such areas may be suitable for building, but higher site preparation and construction costs are to be expected.
5. Historic and/or archaeological sites~~, including, but not limited to cemeteries~~, ~~sites~~ listed on the Florida Master Site File maintained by the Florida Division of Historical Resources, the National Register of Historic Places or included on the State's National Register study list, designated as a local historic landmark or district, and/or designated as having a high potential for archaeological remains. Such sites are generally identified as part of:
    a. A local architectural survey;
    b. A local archaeological survey; and/or
    ~~c. A required Environmental Assessment;~~
    ~~d. Environmental Impact Statement; and/or~~
    ~~e~~c. An independent site study conducted by an architectural historian or archaeologist.

    ~~Only fifty percent (50%) of cemetery acreage shall be credited towards Open Space.~~
6. Public and/or private passive recreation areas, including pedestrian, bicycle, and equestrian trails, picnic areas, community commons or greens, and similar kinds of areas~~, Land in this category~~ receive~~s~~ full credit toward~~s~~ meeting the minimum open space requirement when it is located on unconstrained land. Active recreation areas shall not be counted towards the open space requirements.

7. Rain Gardens for stormwater bio-infiltration up to a maximum size of 7,500 square feet each and with a maximum depth of twenty-four (24) inches. These features shall be heavily landscaped on their sides and bottom with plant material (sometimes including shrubs and trees) that are able to tolerate alternating wet and dry conditions. Appropriate native vegetation shall be used. Prohibited and invasive plants listed in the University of Florida, Institute of Food and Agricultural Sciences (IFAS) Assessment of Non-Native Plants in Florida's Natural Areas shall not be permitted. The list can be found at https://assessment.ifas.ufl.edu/assessments/. Appropriate native vegetation shall be used. A second form of stormwater infiltration that may be counted when calculating development density is the broad, shallow type with very gentle side slopes (not exceeding 1:10) and not deeper than thirty (30) inches. These areas, which are not limited in extent, almost disappear visually into the landscape, and can sometimes be used for informal recreation and buffering new homes from existing roads. Examples are shown in Section 17.10.00. Specifically excluded are stormwater detention and retention basins with steeper side slopes and greater depths.
8. Scenic views of natural and cultural features visible on the property from public roads, and from potential home sites. (~~Because~~As scenic views are not easily measurable in acreage, this provision is included for design purposes and is not part of the density calculation.)
9. Buffer zones around wetlands or water bodies.
10. Agricultural land used in accordance with Best Management Practices (BMP).
11. Scenic viewsheds of natural waterbodies and wetland areas.

~~D. All cemeteries including, but not limited to, those listed on the Florida Master Site File maintained by the Florida Division of Historic Resources, shall be protected in the same manner as Primary Conservation Areas. However, cemetery acreage, including acreage required for ingress/egress, will count towards the overall density and open space calculation for the development.~~

17.01.03 Location of Protected Space. The protected space consists of Primary and Secondary Conservation Areas. The protected space may be in undivided preserves, and/or as part of an interconnected network of protected land, as follows:

A. Undivided Preserves. Both the Primary Conservation Areas (unbuildable land) and the Secondary Conservation Areas fifty (50) percent or more of the unconstrained, (buildable land) shall be placed in undivided preserves which adjoin housing areas that have been designed more compactly to create larger conservation units that may be enjoyed by all residents of the subdivision. Such undivided areas, or preserves, shall be accessible to the largest number of lots within the development. Safe and convenient pedestrian access to the preserve from all adjoining ~~house~~ lots shall be provided, except in the case of farmland, cemeteries, archaeological, or other resource areas vulnerable to trampling damage or human disturbance.

Where an undivided preserve is designated as separate non-contiguous parcels, no parcel shall consist of less than three (3) acres in area, nor have a length-to-width ratio more than 4:1, except such areas that are specifically designed for

neighborhood commons or greens, boulevard medians, foreground buffers along existing public roadways, playing fields, buffers adjacent to wetlands and watercourses, wildlife corridors, or trail links

B. Interconnected Network of Protected Space. As these standards are implemented, the protected space in each new subdivision should be consciously designed to adjoin each other, and/or to other permanently protected lands, so that they may ultimately form an inter-connected network of Primary and Secondary Conservation Areas across larger areas and across the County.

C. Perimeter Buffers. Each new subdivision shall provide a perimeter buffer with a minimum width of one hundred (100) feet unless the Board of County Commissioners approves an alternate plan that incorporates a smaller enhanced buffer including, but not limited to, other forms of natural screening. Additionally, at the time that homes are constructed, a four-board equestrian style fence, or other similar alternative, must be placed across the rear property line of each lot to create a continuous delineation ~~fore~~from the common open space or protected space.

17.01.04 Ownership of Protected Space. Protected space may be owned and/or administered by any of the following methods, either individually or in combination. All protected space shall be permanently restricted from further subdivision through permanent conservation or open space easements recorded in the public records of Lake County, Florida, as ~~further~~ set forth ~~in Section 17.09.00,~~ below~~:. Ownership options include:~~

A. Fee simple conveyance to the State of Florida, or an agency thereof, or to a private nonprofit land conservancy.

B. Fee simple conveyance to a Homeowners Association where specific development restrictions and maintenance requirements are included as part of its governing documents and restrictive covenants. Such land may also be protected through permanent conservation easements. Membership in the Homeowners Association shall be automatic and mandatory for every purchaser of property within the development.

C. Up to fifteen (15) percent of the protected land within the subdivision may be "non-common open space" that is designated for individual private ownership, such as by the original farmer or landowner, the developer, or another private entity that maintains the space for the uses permitted in these regulations (such as a nursery business or commercial equestrian operation). Non-common open space may also include the land within a large "Conservancy Lot" (containing a minimum of three acres), which may contain an original historic farmhouse (that could be used as a private dwelling or as a community building). Non-common open space shall not be counted towards the minimum open space requirements.

D. Protected space and open space (comprising both Primary and Secondary Conservation Areas) shall be preserved in perpetuity by a binding legal instrument that is recorded in the public records of Lake County, Florida, such as:

1. A permanent conservation or open space easement in favor of a land trust or similar conservation-oriented organization, it's successors or assigns, with legal authority to accept such easements that can comply with the terms of the easement.

2. A plat restriction that establishes the conditions and restrictions on the uses for each protected space or open space.
3. The instrument for permanent protection shall include clear restrictions on the use of the Open Space, including all restrictions contained in this Chapter as well as any further restrictions the applicant chooses to place on the use of the protected space or open space.
4. Other methods of preservation may be approved by the Board of County Commissioners by resolution.

E. The relatives and descendants of any person buried in a cemetery shall have an easement for ingress and egress for the purpose of visiting the cemetery at reasonable times and in a reasonable manner in accordance with Section 704.08, Florida Statutes.

17.01.05 Maintenance of Protected Space. Natural features shall be maintained in their natural condition, but may be modified to improve their appearance, functioning, or overall condition, as recommended by experts in the area being modified. Permitted modifications may include:

A. Reforestation;

B. Pastureland, cropland, and horticultural operations;

C. Buffer area landscaping;

D. Stream bank protection; and/or

E. Wetlands management.

Unless agreed to by the County, the State of Florida, or a private non-profit land conservancy, the cost and responsibility of maintaining protected space and any facilities located thereon shall be borne by the property owner and/or homeowners association. Management Plans are required for all protected space within the subdivision establishing conservation objectives, outlining procedures, and defining the roles and responsibilities for managing the space, including the establishment of a Qualified Management entity as appropriate. The Plan shall also address wildfire mitigation requirements to include vegetation management practices to prevent hazardous fuel buildup and possible wildfire threat within the community. See Section 17.08.00 for Management Plan requirements. If not properly maintained, the County Manager or designee may enforce the maintenance provisions of the Management Plan by any method allowed by law.

17.02.00 Densities and Design Standards.

17.02.01 Densities. The density calculation for the rural conservation subdivision shall be as set forth in the Comprehensive Plan based upon the assigned Future Land Use Category.

17.02.02 Rain Gardens. Special stormwater management areas known as rain gardens may be included in the acreage on which development density is calculated, provided they do not exceed 7,500 square feet in area (each) and are designed for maximum water depths of twenty-four (24) inches. Such rain gardens are relatively small, shallow areas capable of moderately rapid stormwater infiltration requiring no more than forty-eight (48) hours to drain fully. These features shall be heavily landscaped on their sides and bottoms with plant materials (sometimes including shrubs and trees) that can tolerate alternating wet and dry conditions. Appropriate native vegetation shall be used. Prohibited and invasive plants listed in the University of Florida, Institute of Food

and Agricultural Sciences (IFAS) Assessment of Non-Native Plants in Florida's Natural Areas shall not be permitted. The list can be found at https://assessment.ifas.ufl.edu/assessments/. Rain Garden examples are included in Section 17.10.00.

17.02.03 Existing Features/Site Analysis Map.

A. An Existing Features/Site Analysis Map analyzing each site's special features forms the basis of the design process and is required for all proposed rural conservation subdivisions. The Map shall identify those natural, historic, and cultural features listed in Section 17.01.02. ~~without distinction as to whether they are Primary or Secondary Conservation Areas.~~ Each map or plan shall be drawn to a scale of not less than 200 feet to the inch, whatever fits best on a standard 24" x 36" sheet, unless otherwise approved by the County Manager or designee. The scale chosen shall be large enough to show all required detail clearly and legibly. The same scale shall be used for the Conceptual Sketch Plan with the ability to overlay the Conceptual Sketch Plan on top of the Existing Features/Site Analysis Map.

B. As determined from readily identifiable on-site inventories, aerial photographs, maps of record, State/Federal resource maps, and local planning documents and inventories, the Existing Features/Site Analysis Map shall contain the following information:

1. Primary Conservation Areas: Identification of physical resources associated with the site which restricts its development potential or contain significant natural and/or cultural resources, including:

a. Topographic contours at two-foot intervals, showing slopes of fifteen (15) to twenty-five (25) percent, and slopes of more than twenty-five (25) percent.

b. Soil type locations and characteristics relating to Prime and Unique Farmland, seasonal high-water table and depth to bedrock (for unsewered properties).

c. Hydrologic characteristics of the site, including drainage tributaries, surface water bodies, natural springs, floodplains, sinkholes, and wetlands.

d. Cemeteries and proposed location of public access to accommodate relatives and descendants of any person buried therein in accordance with Section 704.08, Florida Statutes.

2. Secondary Conservation Areas: Identification of significant site elements on buildable portions of the site, including:

a. Vegetation of the site, defining approximate location and boundaries of woodland areas, and wherever possible, vegetative association in terms of species and size. Information from aerial photographs shall be acceptable at the Conceptual Sketch Plan stage.

b. Current land use and land cover (cultivated areas, pastures, etc.), existing buildings and structures, and burial grounds.

c. Natural areas (including pastures), and wildlife habitats and corridors.

d. Historic and archaeological sites, especially those listed on the Florida Master Site File maintained by the Florida Division of

Historical Resources, the National Register of Historic Places, or ~~included on the State's National Register study list,~~ designated as a local historic landmark, and/or located in a local historic district.

e. Scenic views onto the site from surrounding roads as well as views of scenic features from within the site.

3. Transportation and Utility Systems: Identification of facilities associated with the movement of people and goods, or the provision of public services, including:

a. Railroad and street rights-of-way.

b. Easements for vehicular access, electric and gas transmission lines, identified ~~historic~~access to cemeteries, and similar uses.

c. Public and private water and sewer lines, and storm drainage facilities. This is intended to be general locational information with detailed infrastructure plans provided during the subdivision construction plan submittal process.

17.02.04 Design Process. Subdivisions shall be designed around both the Primary and Secondary Conservation Areas. The design process should commence with the delineation of all potential protected space, after which potential house sites are located. Following that, access road alignments are identified, with lot lines being drawn in as the final step. This "four-step" design process is further described below and is illustrated in Section 17.10.00. Applicants shall provide to the County Manager or designee a visual representation of the steps they took to design the subdivision to demonstrate compliance with this section.

A. Step One: Designating Protected Space. During the first step, all potential Conservation Areas, both Primary and Secondary, shall be identified, using the Existing Features/Site Analysis Map. Primary Conservation Areas shall consist of those features described in Section 17.01.02.B. Secondary Conservation Areas shall comprise at least fifty (50) percent of the remaining unconstrained (buildable) land and shall include the most sensitive and noteworthy natural, scenic, and cultural resources as described in Section 17.01.02.C. On sites containing few special natural or cultural features (such as open farmland), the site designer shall create areas such as central greens or internal greenway systems (not including perimeter fringe buffers) linking multiple smaller neighborhood greens, as illustrated in Section 17.10.00. Guidance as to which parts of the unconstrained (buildable) land to classify as Secondary Conservation Areas to be permanently protected shall be based upon:

1. On-site visits, as described in Section 17.06.01.B;
2. The Standards contained in Section 17.01.00; and
3. The Evaluation Criteria contained in Section 17.03.00.

B. Step Two: Aligning Streets and Trail Networks. The second step consists of aligning proposed streets to provide vehicular access to each house in the most reasonable and economical manner, providing reasonable access to cemeteries, if any, and in laying out a network of informal trails or formal walkways connecting neighborhood areas to conserved space. When lots and access streets are laid out, it shall be in a way that avoids or minimizes impacts on both Primary and Secondary Conservation Areas. To the greatest extent practicable, wetland crossings and

streets traversing slopes greater than five (5) percent shall be strongly discouraged, unless such streets link one buildable portion of a site with another when no other means of access is available.

Street connections shall generally be encouraged to minimize the number of new cul-de-sacs and to facilitate easy access to and from homes on different parts of the property and on adjoining parcels. The preferred alternative to the conventional cul-de-sac is a "close", which is essentially a short driving lane looping around an elongated green space or very wide median, typically about forty (40) feet in width. "Closes", which are typically not more than 500 feet in length, shall be planted with shade trees within the green space, which may also function as infiltrative stormwater management areas. Trees planted within the closes must be of a species with a root base that will not impact the asphalt. Closes shall be designed to meet the Florida Fire Prevention Code. Please see illustrations in Section 17.10.00.

Cul-de-sacs serving more than six (6) homes shall generally be designed with a central island containing indigenous trees and shrubs, either conserved or planted. All cul-de-sacs shall provide pedestrian access to the protected space and/or other nearby streets. The creation of single-loaded residential access streets is encouraged to maximize the number of homes in new developments that may enjoy views of open or protected space. To make this approach economical, narrower lots as well as flag lots, both of which help to make the street system more efficient, are permitted in these subdivisions.

C. Step Three: Locating House Sites. During the third step, potential house sites are tentatively located.

D. Step Four: Drawing the Lot Lines. The fourth step consists of drawing lot lines around potential house sites. Each lot must contain a buildable area of sufficient size to accommodate a single-family detached dwelling and customary accessory uses, including, but not limited to, storage buildings and garages, patios and decks, lawns, and driveways. Individual wells and septic systems, if allowed under Section 17.04.01, shall be located on the lots.

17.02.05 Dimensional Standards. Provided the arrangement, design, and shape of house lots is such that lots provide satisfactory and desirable sites for building and contribute to the preservation of designated Primary and/or Secondary Conservation Areas, minimum lot area, lot width, and setback requirements may be reduced as set forth below.

A. The minimum lot size shall be 6,000 square feet. Developments without internal lot lines such as pocket neighborhoods may be included, and these may also contain attached housing with buildings containing up to four dwellings.

B. Minimum lot width for detached single-family dwellings shall be thirty-four (34) feet (these units are sometimes referred to as detached townhouses).

C. Minimum front setback requirements for residences shall be no less than twelve (12) feet (or eight (8) feet for unenclosed front porches), and no less than twenty-five (25) feet for front-facing garages.

D. Minimum rear and side setback requirements shall be no less than seven and one-half (7.5) feet. Side setbacks may be combined to be greater than seven and one-half (7.5) feet on one side, provided that at least five (5) feet of setback remains on

the other. Such combinations are permitted in lot layouts where this pattern is repeated with homes located off-center on their lots but evenly spaced (by no less than fifteen (15) feet) between buildings on adjoining lots.

E. Minimum lot frontage requirements shall generally be thirty-four (34) feet but may be reduced to twenty (20) feet to allow for a driveway extension.

F. Street frontage shall not be required when the garage access is provided via a back lane or alley, and when the lot directly abuts permanent open or protected space such as a neighborhood green (sometimes called an "attached green") or a "greenway street" (sometimes called a "mews"), as depicted in Section 17.10.00. Sidewalks shall be required on each side of the long green space (not be built down the middle), which shall be planted with shade trees like any other residential street.

G. To prevent garage doors from dominating streetscapes, the following two standards shall apply: (1) Garages shall be accessed via a back lane or alley for any lot that is less than fifty-five (55) feet wide, and (2) on lots that are fifty-five (55) feet or wider (and not served by an alley), front-facing garage doors shall be set back at least eight (8) feet beyond the front edge of the dwelling (excluding porches), as depicted in Section 17.10.00.

H. Street frontage shall not be required for lots accessed via private common driveways (or "country lanes"), serving up to four (4) dwellings, which shall have a minimum gravel surface of sixteen (16) feet wide within a minimum right-of-way of twenty-five (25) feet.

17.02.06 Conceptual Sketch Plan.

A. Purpose. A Conceptual Sketch Plan shall be submitted by the applicant as a diagrammatic basis for helping applicants and officials develop a better understanding of the property prior to the required On-Site Visit, and to help establish an overall design approach that respects its special or noteworthy features, while providing for the density permitted under the zoning ordinance. To provide a better understanding of the site's potential the Sketch Plan shall include the information listed below. Many of these items can be taken from the Existing Features/Site Analysis Map.

B. Preparation. The Conceptual Sketch Plan shall be prepared according to the "four-step" process for designing rural conservation subdivisions described in Section 17.02.04. In addition, the Conceptual Sketch Plan shall be prepared by a team including at least a civil engineer or registered land surveyor, plus either a landscape architect or a land use planner experienced in open space design and an environmental specialist. Each map or plan shall be drawn to a scale of not less than 200 feet to the inch, whatever fits best on a standard 24" x 36" sheet, unless otherwise approved by the County Manager or designee. The scale chosen shall be large enough to show all required detail clearly and legibly. The same scale shall be used for the Existing Features/Site Analysis Map with the ability to overlay the Conceptual Sketch Plan on top of the Existing Features/Site Analysis Map.

C. General Information. Each plan shall contain the following general information:

1. A sketch vicinity map showing the location of the subdivision in relation to the existing street or highway system;

2. The plotted boundaries of the tract from deeds or maps of record and the portion of the tract to be subdivided;

3. The total acreage to be subdivided, including tax map, block, and lot number reference;

4. The name, address, and telephone number of the subdivider or owner and the person responsible for the subdivision design;

5. Scale, approximate north arrow, and date of plat preparation; and

6. Proposed name of subdivision.

D. The Conceptual Sketch Plan shall contain the following information:

1. The proposed arrangement of lots within the subdivision, including size and number.

2. The proposed street layout within the subdivision, including street pavement and right-of-way widths, and connection to existing streets. Proposed access to cemeteries, if any, shall also be depicted.

3. The location, type, and area of the protected space and open space proposed in the subdivision, including spaces to be preserved:

a. In a separate lot or lots under the ownership of a homeowner's association.

b. As part of individually owned lots through a conservation easement applicable to multiple lots.

c. In a separate lot or lots through dedication for public use, such as a park site, to a unit of local government, state government or a private land conservancy.

d. The location of proposed water supply and sewage disposal facilities, including:

i. Well sites for individual and community water systems.

ii. Distributed Wastewater Treatment Units (DWTU), Distributed Wastewater Treatment Systems (DWTS), or other wastewater infrastructure, as applicable.

~~ii. Nitrification fields and land application areas for community sewage disposal systems employing subsurface disposal and spray irrigation, respectively.~~

~~iii. Nitrification fields and land application areas for individual sewage disposal systems employing subsurface disposal and spray irrigation, respectively.~~

~~iv~~iii. Public water and sewer lines, where such facilities are available or capable of being extended. This is intended to be general locational information with detailed infrastructure plans provided during the subdivision construction plan submittal process.

17.03.00 Evaluation Criteria.

17.03.01 Resource Priority. For any given site, resources may vary widely in importance; e.g., a natural area compared with a historic site. Likewise, for each type of resource, there may be

examples of greater or lesser significance; e.g., a notable example of local vernacular building traditions compared to a much altered older home. Priorities for conserving such resources should therefore be based upon a thorough site analysis and an understanding of what is more special, unique, environmentally sensitive, and/or historic as compared with other similar features or different types of resources. Applicants are encouraged to use a cultural resource firm or consult with an appropriate state agency to assist with resource identification.

17.03.02 Evaluation Criteria. In evaluating the layout of lots, protected space, and open space, the following criteria will be considered as indicating design appropriate to the site's features and meeting the intent of these regulations. Whereas diversity and originality in lot layout are encouraged, it is recognized that not all objectives may be achieved on a given site. Each applicant must therefore attempt to achieve the best possible relationship between development and preservation objectives. In evaluating the relative significance of different categories of site features, or of individual features within certain categories, applicants shall consider comments received from the County Manager or designee during the Pre-Application Review and the On-Site Visit (See 17.06.01).~~, which precedes submission of the Conceptual Sketch Plan.~~

A. General Criteria. The following criteria apply to all subdivisions:

1. Protect and preserve all wetlands, floodplains, and steep slopes from clearing, grading, filling, or construction except as may be approved by the Board of County Commissioners.
2. The shape of the protected space and open space shall be reasonably contiguous, coherently configured, and shall abut existing or potential protected or open space on adjacent properties. Long narrow segments should be avoided except in the case of trail or stream corridors, wildlife corridors, trail links, or landscape buffers adjoining street rights-of-way and/or neighborhood boundaries.
3. The pedestrian circulation system shall be designed to assure that pedestrians can walk safely and easily on the site, between properties and activities or special features within the neighborhood protected space or open space system. All roadside footpaths should connect with off-road trails, and link with existing or potential protected or open space on adjoining parcels.
4. Landscape common areas (neighborhood greens), cul-de-sac islands, and both sides of new streets with native species shade trees and flowering shrubs with high wildlife conservation value.

B. Forest Land/Natural Areas Conservation Criteria. Where the goal of the subdivision is to conserve forest land and/or natural areas and wildlife habitats, the following criteria apply:

1. Dwellings should be in unwooded parts of the site away from mature forests, natural areas, and/or wildlife corridors.
2. To the greatest extent practicable, development should be designed around existing hedgerows and tree lines between fields or meadows. The impact on larger woodlands (greater than five (5) acres), especially those containing mature trees, natural areas, and/or wildlife corridors should be minimized.

3. When any woodland is developed, care shall be taken to locate buildings, streets, yards, and septic disposal fields to avoid mature forests, natural areas, and/or wildlife corridors.

C. Farmland Conservation Criteria. Where the goal of the subdivision is to conserve farmland, the following criteria apply:

1. Locate building lots away from existing grazing areas, cropland, feedlots, and similar uses.
2. If development must be located on open fields or pastures because of greater constraints on other parts of the site, dwellings should be sited in locations at the far edge of a field, as seen from a public road.
3. Identify the most productive portions of existing grazing areas and cropland and locate building lots on less productive land.
4. Buffers shall be provided between house lots and cropland or pastures, to reduce the potential for conflict between residents and fanning activities. Such buffers shall generally be seventy-five (75) feet or more in depth and shall be managed to encourage the growth of successional woodland or other habitat.

D. Conservation of Scenic Views Criteria. Where the goal of the subdivision is to conserve scenic views, the following criteria apply:

1. Leave scenic views and vistas unblocked or uninterrupted, particularly as seen from public roadways. Consider "no-build, no-plant" buffers along public roadways where views or vistas are prominent or locally significant. In wooded areas where enclosure is a feature to be maintained, consider a "no-build, no-cut" buffer created through the preservation of existing vegetation.
2. Where development is in unwooded areas clearly visible from existing public roads, it should be buffered from direct view by a vegetative buffer, or an earth berm constructed to reflect the topography of the surrounding area or located out of sight on slopes below existing ridge lines.
3. Protect rural roadside character and vehicular carrying capacity by avoiding development fronting on existing public roads; e.g., limiting access to all lots from interior rather than exterior roads.
4. Protect rural roadside character and scenic views by providing conservancy lots (e.g., three (3) acres or more in size) adjacent to existing public roads.
5. Avoid siting new construction on prominent hilltops or ridges, or so close to hilltops and ridges that roofline break the horizon (unless such buildings can be effectively screened or buffered with trees).

E. Historic and Archaeological Features Criteria. Where the goal of the subdivision is to conserve historic and archaeological sites, including cemeteries, and structures, the following guidelines apply:

1. Design around and preserve sites of historic, archaeological, or cultural value to safeguard the character of the feature(s), including fences and walls, farm outbuildings, burial grounds, abandoned roads, and earthworks.
2. New streets, driveways, fences, and utilities must be sited so as not to intrude on rural, historic landscapes. Wherever possible, streets and

driveways are to follow existing hedgerows, fence lines, and historic farm drives.

3. New developments must include plantings which reflect natural and historic landscape materials and are in harmony with the character of the area.

4. Building designs and styles used in new construction should be compatible with the architectural style of historic buildings located on or adjacent to the site, especially in terms of scale, height, roof shape, and exterior materials.

5. If a ~~historic~~ cemetery is located on the property, all applicable state statutes will be followed.

F. Recreation Provision Criteria. Where recreation and parks facilities are proposed to be provided for neighborhood residents and/or the public, the guidelines contained in Section 17.01.02 shall apply.

17.04.00 Water and Wastewater.

17.04.01 Alternative Options. Water supply and sewage disposal facilities to serve these subdivisions may be provided using various alternatives, including:

A. Connection to a public water supply and/or sewage disposal system operated by a municipality or water or sewer authority. System extensions are permitted only in accordance with applicable water and sewer, and land use policies.

B. If a public water supply or public sewage disposal system is not available, a central water system and/or distributed wastewater system designed, constructed, and maintained in conformity with all applicable state, federal, and local rules, and regulations shall be allowed.

C. If public ~~utilities~~ water is ~~are~~ not available and the developer asserts that utilizing a central water system ~~or distributed wastewater system~~ is not feasible, individual wells ~~and septic tanks~~ located on each lot may be allowed if the Board of County Commissioners grants a waiver to the connection requirements at a public hearing. Any waivers granted hereunder are only valid until:

1. The Board of County Commissioners has determined that the existing method of providing water ~~and wastewater~~ is endangering the environment, public health, safety, or welfare; or
2. The private water system fails, and a replacement is required, the property is within the distance established in these regulations to be considered available; or
3. The private water system is relocated.

Individual septic systems shall not be permitted in a Rural Conservation Subdivision.

17.05.00 Optional Density Bonuses.

17.05.01 Generally. The maximum number of building lots or dwelling units in a subdivision shall not exceed the number that could otherwise be developed by the application of the minimum lot size requirement and/or density standard of the ~~zoning district or districts~~future land use category in which the parcel is located. However, ~~increases in the number of building lots or dwelling units~~density bonuses are permitted at the discretion of the Board of County

Commissioners ~~when it determines that the applicant has met one of the bonus criteria~~. Such discretionary bonuses if approved by the Board of County Commissioners ~~are permitted through one or more of the options in this subsection, and~~ shall not exceed, in total, more than a twenty-five (25) percent increase in density. A density bonus may be denied if the primary access to the subdivision is from a public roadway that does not meet the current county roadway standards for its classification.

17.05.02 To Encourage Additional Open Space. A density increase is permitted where more than the minimum required open space (as specified in these regulations) is provided. The amount of the density increase shall be based on the following standards:

A. For each additional acre of protected, unconstrained (buildable), open space land provided in the subdivision, two (2) additional building lots or dwelling units are permitted.

B. In lieu of providing such additional open space within the proposed development, the applicant may purchase in fee simple or less than fee (e.g., development rights) land separate from the subdivision which is comprised of unconstrained (buildable) land. Land purchased for conservation purposes in fee may be dedicated to a unit of local government, the State of Florida, or a private non-profit land conservancy.

C. For land purchased in less than fee, a conservation easement shall be recorded which restricts the development potential of the land. The conservation easement shall be dedicated to a unit of local government, the State of Florida, or a private non-profit land conservancy.

17.05.03 To Encourage Public Access. Dedication of land for public use (including trails, active recreation, municipal spray irrigation fields, etc.), in addition to any public land dedication authorized under Florida law, may be eligible for a density bonus. This density bonus, for open space that would be in addition to what is required under this Chapter or under Florida law, shall be computed based on two (2) dwelling units for every acre of publicly accessible land. ~~The decision whether to accept an applicant's offer to dedicate open space for public access shall be at the discretion of the Board of County Commissioners.~~

17.06.00 Procedures for Application and Approval.

17.06.01 ~~Conceptual Sketch Plan~~Application Process.

A. Pre-Application Review~~:~~. To promote better communication and avoid unnecessary expense in the design of acceptable rural conservation subdivision proposals, each applicant shall attend a Pre-Application Conference under Section 14.00.03 of these regulations prior to filing an application for Conceptual Sketch Plan approval. The Pre-Application Conference cannot be waived.

~~B. On-Site Visit: Prior to the submission of a Conceptual Sketch Plan, the applicant shall schedule a mutually convenient time to walk the property with the County Manager or designee, or an agent of the County if the County elects to utilize a consultant for this purpose. If the County elects to use a consultant for the on-site visit, the applicant shall pay the consultant's fee. The purpose of this visit is to familiarize the County Manager or designee, or County's agent, with the property's~~

~~special features, and to provide an informal opportunity to offer guidance to the applicant regarding the tentative location of Secondary Conservation Areas, and potential street alignments. Prior to scheduling the on-site visit, the applicant shall have prepared the Existing Features/Site Analysis Map as required in Section 17.02.03.~~

~~C~~B. Application Requirements.~~:~~ Applications for Conceptual Sketch Plan approval shall be submitted to the County Manager or designee prior to the submission of a Preliminary Plat and shall contain the following information:

1. The applicant's name and address.
2. A narrative describing the request which includes how the Plan is consistent with the applicable design guidelines, the Comprehensive Plan, and the purposes of the zoning district within which the development is to be located. The narrative shall also include a description of how areas will be protected and how disturbed areas are to be restored and maintained as open space utilizing native/Florida friendly plantings to simulate a natural environment and how these areas would be maintained in the Management Plan.
3. A complete legal description of the property.
4. One (1) original of a Conceptual Sketch Plan of the proposed major subdivision prepared in accordance with the specifications for Conceptual Sketch Plan drawings as contained in Section ~~17.07.00~~17.02.06 of these regulations. ~~A Concept Plan shall consist of an Existing Features/Site Analysis Map and an Open Space Development Conceptual Sketch Plan.~~
5. An Existing Features/Site Analysis Map meeting the requirements of 17.02.03 of these regulations.
6. An Open Space Development Plan meeting the requirements of 17.01.02 of these regulations.
7. A written Management Plan describing the Management of all the Protected Space and Open Space and Common Facilities as contained in Section 17.08.00 of these regulations.
8. A copy of any environmental studies completed for the subject property(ies), including hydrological and hydrogeological studies.
9. A narrative describing ownership and maintenance of internal roads.
10. A Stormwater Management Plan meeting the stormwater requirements as set forth in Section 14.07.04 of these regulations.
11. A Traffic Safety Analysis prepared by a transportation engineer licensed by the State of Florida evaluating roadway capacity, design, existing road conditions, existing road lane width and road shoulder, right-of-way conditions, and safety for all access points. The Analysis shall recommend improvements to mitigate identified deficiencies.
12. Documentation from the Florida Division of Historic Resources as to whether any portion of the property has a documented archeological site, historic structure, historic cemetery, historic bridge, or historic district, landscapes or linear features. If none of the identified sites are located on the property, documentation shall be required from the Florida Division of

Historic Resources confirming the same. The Florida Division of Historic Resources can be contacted at SiteFile@dos.fl.gov.

~~D~~C. Mandatory Public Information Meeting: ~~Upon receipt and acceptance of the Conceptual Sketch Plan application, the applicant shall schedule a Public Information Meeting at a location near the property to be developed. The applicant shall mail notices of the meeting to each owner of property within 1,000 feet of the property proposed to be subdivided. The Public Information Meeting shall be held within thirty (30) days of date the applicant is notified by the County Manager or designee that the application is deemed sufficient. Notices shall be mailed by first class mail at least ten (10) days prior to the date of the meeting. The applicant shall provide the County a list of all adjacent owners who were notified and a copy of the notification. The applicant shall incorporate as many suggestions or comments as is reasonably practicable into the Conceptual Sketch Plan. The applicant shall provide a list identifying the public comments or suggestions made to the County Manager or designee and shall notate which have been incorporated into the Plan and the reasons why the remainder were not incorporated.~~ A mandatory Public Information Meeting shall be held within sixty (60) days of the date the applicant is notified by the County Manager or designee that the application is deemed sufficient. The meeting shall be held at a location near the property to be developed. The applicant shall mail notices of the meeting to each owner of property within 1,000 feet of the property proposed to be subdivided. The mailed notice shall include a copy of the proposed Conceptual Site Plan or shall provide a link that will allow interested people to download a copy. The meeting shall be held no earlier than twenty (20) days and no less than sixty (60) days from the date the notices are mailed. A Public Information Meeting shall not be held during the weeks of Thanksgiving or Christmas. Notices shall be mailed first class, and the applicant shall provide the County all persons to whom a notice was mailed, along with a copy of the notice. The applicant shall incorporate as many suggestions or comments as is reasonably practicable into the Conceptual Sketch Plan. The applicant shall provide a list identifying the public comments or suggestions made to the County Manager or designee and shall notate which have been incorporated into the Plan and the reasons why the remainder were not incorporated.

D. On-Site Visit. Not fewer than sixty (60) days prior to the Public Hearing, the applicant shall schedule a mutually convenient time to walk the property with the County Manager or designee, Planning Staff, Public Works Staff, and an agent of the County if the County elects to utilize a consultant for this purpose. If the County elects to use a consultant for the on-site visit, the applicant shall pay the consultant's fee. The purpose of this visit is to familiarize the County Manager or designee, or County's agent, with the property's special features, and to provide an informal opportunity to offer guidance to the applicant regarding the tentative location of Secondary Conservation Areas, and potential street alignments. The Conceptual Sketch Plan and Existing Features/Site Analysis Map as required in Section 17.02.03 shall be used during the on-site visit.

E. Public Hearings. ~~When two hundred (200) or more lots are proposed, t~~The Conceptual Sketch Plan shall be presented to the Planning and Zoning Board and Board of County Commissioners for ~~approval~~consideration following the

procedures set forth in Section 14.00.00 of these regulations. The Board of County Commissioners may approve, approve with conditions, or deny the application. ~~For subdivisions of one hundred ninety-nine (199) lots or less, a public hearing is not required so long as all newly created lots are contained on a single Lot of Record, and the Conceptual Sketch Plan may be approved by the County Manager or designee if found to be in compliance with these regulations.~~

F. Resolution. Approval of the Conceptual Sketch Plan shall be granted through a Resolution approved by the Board of County Commissioners. The Resolution shall contain any additional conditions for development as provided by the Board. The Conceptual Sketch Plan and Management Plan shall be incorporated as exhibits to the approved Resolution.

~~F~~G. Expiration of Conceptual Sketch Plan. The Conceptual Sketch Plan ~~approval~~included in the Resolution shall be effective for twelve (12) months from the date of approval~~the Board of County Commissioners approved the Plan~~. The applicant must submit a Preliminary Plat application, and have the Preliminary Plat approved, within this initial twelve (12) months. An applicant may request a single extension for an additional six (6) months. Such written request shall be submitted at least thirty (30) days prior to the expiration date. If submitted on time, the extension shall be granted where the applicant has demonstrated a good-faith effort to submit a substantially complete Preliminary Plat application and has diligently worked with the County Manager or designee towards approval of the Preliminary Plat. However, the extension shall be denied if any portion of the Conceptual Sketch Plan has become inconsistent with the Comprehensive Plan as determined by the County Manager or designee. If the applicant's Conceptual Sketch Plan expires without receiving Preliminary Plat approval, the applicant must submit a new application for Conceptual Sketch Plan approval.

~~G. [Reserved.]~~

H. Appeal Procedures: The decision of the of the Board of County Commissioners may be appealed as provided for by Florida law.

I. Expedited Permitting. The County Manager or designee may establish expedited permitting procedures to encourage the use of rural conservation subdivision design standards.

17.07.00 ~~Components of the Conceptual Sketch Plan.~~ Reserved.

~~**17.07.01 Requirements.** The Conceptual Sketch Plan required by Section 17.06.00 shall consist of two parts:~~

~~A. An Existing Features/Site Analysis Map; and~~

~~B. A Conceptual Sketch Plan.~~

~~1. The Conceptual Sketch Plan shall be prepared according to the "four-step" process for designing rural conservation subdivisions described in Section 17.02.04. In addition, the Conceptual Sketch Plan shall be prepared by a team including at least a civil engineer or registered land surveyor, plus either a landscape architect or a land use planner experienced in open space~~

~~design. All design professionals must be appropriately licensed by the State of Florida. Each map or plan shall be drawn to a scale of not less than 200 feet to the inch, whatever fits best on a standard 24" x 36" sheet, unless otherwise approved by the County Manager or designee. The scale chosen shall be large enough to show all required detail clearly and legibly.~~

~~2. The Conceptual Sketch Plan and Existing Feature/Site Analysis Map shall be drawn to the same scale, with the ability to overlay the Conceptual Sketch Plan on top of the Site Analysis Map for comparison.~~

~~**17.07.02 General Information.** Each map or plan required in Section 17.07.01 shall contain the following general information:~~

~~A. A sketch vicinity map showing the location of the subdivision in relation to the existing street or highway system;~~

~~B. The plotted boundaries of the tract from deeds or maps of record and the portion of the tract to be subdivided;~~

~~C. The total acreage to be subdivided, including tax map, block, and lot number reference;~~

~~D. The name, address and telephone number of the subdivider or owner and the person responsible for the subdivision design;~~

~~E. Scale, approximate north arrow, and date of plat preparation; and~~

~~F. Proposed name of subdivision.~~

~~**17.07.03 Existing Features/Site Analysis Map.** As determined from readily identifiable on-site inventories, aerial photographs, maps of record, State/Federal resource maps, and local planning documents and inventories, the Existing Features/Site Analysis Map shall contain the following information:~~

~~A. Primary Conservation Areas: Identification of physical resources associated with the site which restrict its development potential or contain significant natural and/or cultural resources, including:~~

~~1. Topographic contours at two-foot intervals, showing slopes of fifteen (15) to twenty-five (25) percent, and slopes of more than twenty-five (25) percent.~~

~~2. Soil type locations and characteristics relating to seasonal high water table and depth to bedrock (for unsewered properties).~~

~~3. Hydrologic characteristics of the site, including drainage tributaries, surface water bodies, natural springs, floodplains, sinkholes, and wetlands.~~

~~B. Secondary Conservation Areas: Identification of significant site elements on buildable portions of the site, including:~~

~~1. Vegetation of the site, defining approximate location and boundaries of woodland areas, and, wherever possible, vegetative association in terms of species and size. Information from aerial photographs shall be acceptable at the Conceptual Sketch Plan stage.~~

2. Current land use and land cover (cultivated areas, pastures, etc.), existing buildings and structures, and burial grounds.
3. Natural areas (including pastures), and wildlife habitats and corridors.
4. Historic and archaeological sites, especially those listed on the National Register of Historic Places or included on the State's National Register study list, designated as a local historic landmark, and/or located in a local historic district.
5. Scenic views onto the site from surrounding roads as well as views of scenic features from within the site.

C. Transportation and Utility Systems: Identification of facilities associated with the movement of people and goods, or the provision of public services, including:

1. Railroad and street rights-of-way.
2. Easements for vehicular access, electric and gas transmission lines, and similar uses.
3. Public and private water and sewer lines, and storm drainage facilities.

17.07.04 Conceptual Sketch Plan.

A. A Conceptual Sketch Plan shall be submitted by the applicant as a diagrammatic basis for informal discussion with the County Manager or designee regarding the design of a proposed subdivision or land development. One of the purposes of the Sketch Plan is to of helping applicants and officials develop a better understanding of the property prior to the required On-Site Visit, and to help establish an overall design approach that respects its special or noteworthy features, while providing for the density permitted under the zoning ordinance.

B. To provide a better understanding of the site's potential the Sketch Plan should include the information listed below. Many of these items can be taken from the Existing Features/Site Analysis Map, a document that must in any case be prepared and submitted no later than the date of the On-Site Inspection, which precedes the Preliminary Plat. The diagrammatic Sketch Plan shall be prepared as an overlay sheet placed on top of the Site Analysis Map, both maps therefore being drawn to the same scale.

C. Sketch Plans shall be prepared by a landscape architect, licensed by the State of Florida or by a planner with experience designing conservation subdivisions. Florida licensed civil engineers and surveyors may also be added to the design team at this stage. However, their role does not become pre-eminent until the Preliminary Plant stage.

D. The Conceptual Sketch Plan shall contain the following information:

1. The proposed arrangement of lots within the subdivision, including size and number.
2. The proposed street layout within the subdivision, including street pavement and right-of-way widths, and connection to existing streets.
3. The location, type, and area of the protected space and open space proposed in the subdivision, including spaces to be preserved:

~~a. In a separate lot or lots under the ownership of a homeowner's association.~~

~~b. As part of individually owned lots through a conservation easement applicable to multiple lots.~~

~~c. In a separate lot or lots through dedication for public use, such as a park site, to a unit of local government, state government or a private land conservancy.~~

~~d. The location of proposed water supply and sewage disposal facilities, including:~~

~~i. Well sites for individual and community water systems.~~

~~ii. Nitrification fields and land application areas for community sewage disposal systems employing subsurface disposal and spray irrigation, respectively.~~

~~iii. Nitrification fields and land application areas for individual sewage disposal systems employing subsurface disposal and spray irrigation, respectively.~~

~~iv. Public water and sewer lines, where such facilities are available or capable of being extended.~~

~~**17.07.05 Sketch Plan Submission and Review.** Copies of a diagrammatic Sketch Plan, meeting the requirements described above, shall be submitted to the County Manager or designee for presentation to the Planning and Zoning Board and Board of County Commissioners. The Sketch Plan diagrammatically illustrates initial thoughts about a conceptual layout for Open Space lands, house sites, and street alignments, and shall be based closely upon the information contained in the Site Analysis Map. The Sketch Plan shall also be designed in accordance with the four-step design process described herein.~~

17.08.00 Management Plan.

17.08.01 Management Plan.

A. The Management Plan shall outline the comprehensive guidelines and procedures for maintenance, operation, and stewardship of all the Protected Space, Open Space and Common Facilities ("Plan"). The plan shall ensure that these spaces and facilities are properly maintained, operated, and compliant with local regulations and goals to include debris and litter removal, fostering the long-term preservation, environmental health, and community accessibility of the spaces. As per Section 17.01.05, the Plan shall establish conservation objectives, outlining procedures, and defining the roles and responsibilities of managing the space, including the establishment of a Qualified Management entity as appropriate. The Plan shall also address wildfire mitigation requirements to include vegetation management practices to prevent hazardous fuel buildup and possible wildfire threat within the community.

~~A~~B. Applicants shall submit simultaneously with the application for Conceptual Sketch Plan a Plan for Management of all the Protected Space, ~~and~~ Open Space, and Common Facilities ("Plan") that:

1. Allocates responsibility and guidelines for the maintenance and operation of the protected space and pen space and any facilities located thereon, including:
   a. The required management or maintenance task;
   b. The season, month, or other date at which time the task should be carried out;
   c. The location at which the task should be carried out;
   d. Contractors, certified professions, or volunteers necessary to carry out the task;
   e. The estimated cost of equipment, labor, materials, and other activities associated with carrying out the maintenance or management task.
   f. If there is ~~a cemetery or~~ an archeological site within a Secondary Conservation Area, the Plan shall incorporate best management practices as set forth by an appropriate State or Federal agency including, but not limited to, Florida Public Archaeology Network, the Florida Division of Historical Resources, or utilize a cultural resource management firm to provide management standards.
   g. If a cemetery exists on the property, the Plan shall incorporate best management practices developed by a cultural resource management firm. Additionally, the site shall be maintained by a cultural resource management firm or other entity with knowledge and experience in maintaining sites of this nature. This function cannot be delegated to a homeowners' association, but the homeowners' association may contract with an appropriate entity to carry out this requirement.
2. Estimates the costs and staffing requirements needed for maintenance and operation of, and insurance and outlines how such funding will be obtained or provided;
3. Provides that any changes to the Plan be approved by the County Manager or designee; and
4. Provides for enforcement of the Plan.

~~B~~C. Annually, after the approval of the Conceptual Sketch Plan, the managing entity shall submit to the County a report demonstrating compliance with the approved Management Plan. The County Manager or designee shall also annually inspect the property to ensure compliance with the conditions of approved Management Plan. An annual inspection fee will be assessed. Additionally, the managing entity agrees and acknowledges that the County Manager or designee may inspect at any time, with or without notice, to ensure compliance with the Management Plan.

~~C~~D. In the event the party responsible for maintenance of the protected space or open space fails to maintain all or any portion in reasonable order and condition, the County may avail itself of all legal remedies to enforce compliance with the Plan.

17.09.00 ~~Legal Instrument for Permanent Protection~~Reserved.

~~17.09.01 Legal Instrument for Permanent Protection.~~

~~A. As required in Section 17.01.04, protected space and open space (comprising both Primary and Secondary Conservation Areas) shall be preserved in perpetuity by a binding legal instrument that is recorded in the public records of Lake County, Florida, such as:~~

~~1. A permanent conservation or open space easement in favor of either:~~

~~a. A land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instrument shall contain an appropriate provision for retransfer in the event the organization becomes unable to carry out its functions; or~~

~~b. A governmental entity with an interest in pursuing goals compatible with the purposes of this Chapter. If the entity accepting the easement is not the County, then a third right of enforcement favoring the County shall be included in the easement.~~

~~2. A plat restriction that establishes the conditions and restrictions on the uses for each protected space or open space.~~

~~B. The instrument for permanent protection shall include clear restrictions on the use of the Open Space, including all restrictions contained in this Chapter as well as any further restrictions the applicant chooses to place on the use of the protected space or open space.~~

~~C. All provisions contained in Section 17.01.00 above, pertaining to open space management, shall be observed.~~

(Section 17.10.00 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:

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 amend Chapter XVII, Lake County Code, Appendix E, Land Development Regulations (LDR), entitles Rural Conservation Subdivision Design Standards ("RCS") to enhance clarity and consistency in the application and interpretation of the standards. Amending the RCS Design Standards is in the best interest of the health, safety, and welfare of the residents of Lake County, Florida.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible; or

c. An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

This Ordinance clarifies the intent and application processes of the RCS Design Standards. There may be additional costs associated with work related to the application.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Any developer seeking to establish a RCS may be impacted by this ordinance.

4. Any additional information:

The intent of the RCS Design Standards is to allow for development into rural areas that is complementary to the rural character of the area and considers the natural resources and existing ecosystems.

This Business Impact Estimate for the proposed ordinance is included in the agenda packet for the Board of County Commissioners Meeting at https://lakecountyfl.gov/board-of-county-commissioners/board-meetings and under the Lake County Ordinances webpage at https://lakecountyfl.gov/county-attorney/ordinances.

AFFORDABLE HOUSING IMPACT STATEMENT

Contact Information			
Date:	April 16, 2026	Contact Name:	Jeannette McIntosh
			Affordable Housing Advisory Committee Member

Ordinance Information

Describe the Ordinance:

This ordinance was created to apply clarity and consistency to portions of Chapter XVII, Lake County Code, Appendix E, entitled “Rural Conservation Subdivision Design Standards”.

Describe the direct impact of the ordinance upon the provision of affordable housing:

This ordinance does not directly impact affordable housing.

Describe the direct impact of the ordinance upon the property owner/taxpayers/citizens who need affordable housing:

I see no direct impact upon any property owner/citizens/etc who need affordable housing.

Identify any potential indirect impacts, positive or negative which might occur as a result of the ordinance:

I see no potential indirect impacts as a result of this ordinance.

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

DATE: 06/18/2026 **MEETING DATE:** 7/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Public Hearing
THRU: **ITEM ID:** 43042
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*.

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend adoption and execution of 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. The Board approved this proposed Ordinance for advertising on June 23, 2026.

Fiscal Impact: None.

Account No.:

Advertised Date: 7/2/2026 Paper: Daily Commercial
Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate_Subdivisions
3.	J. McIntosh_Affordable Housing Impact Statement_Subdivisions

4.	Senate Bill 784

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 06/18/2026
Melanie Marsh	Approved - 06/19/2026
Michael Fitzgerald	Approved - 06/22/2026
Kandace Pourbaix	Approved - 06/22/2026
Miranda Lanoue	Approved - 06/22/2026
Jaime Stewart	Approved - 06/23/2026
Melanie Marsh	Approved - 06/26/2026
Jennifer Barker	Approved - 07/02/2026
Marisol Saldana	Final Approval - 07/06/2026

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

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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

DATE: 06/26/2026 **MEETING DATE:** 7/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Presentation
THRU: **ITEM ID:** 43054
BY: Jaime Stewart, Office of Management and Budget Director
SUBJECT: Budget Scenerios Presentation

RECOMMENDATION/REQUIRED ACTION:
Presentation by Jaime Stewart, Office of Management and Budget Director, providing an estimate of fiscal impacts resulting from recent legislative action.

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Jaime Stewart	Created/Initiated - 06/26/2026
Miranda Lanoue	Approved - 06/26/2026
Jaime Stewart	Approved - 06/26/2026
Melanie Marsh	Approved - 06/26/2026
Jennifer Barker	Approved - 06/30/2026
Marisol Saldana	Final Approval - 06/30/2026

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: 06/16/2026 **MEETING DATE:** 7/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Public Hearing
THRU: **ITEM ID:** 43020
Michael Fitzgerald, Office of Planning & Zoning Director
BY: Eva Lora, Public Hearing Coordinator
SUBJECT: Public Hearings on Rezonings, Conditional Use Permits, Comprehensive Plan Amendments and Variances.

RECOMMENDATION/REQUIRED ACTION:
Public Hearings on Rezonings, Conditional Use Permits, Comprehensive Plan Amendments and Variances.

BACKGROUND SUMMARY:

Fiscal Impact: None

Account No.:

Advertised Date: May 22, 2026 and June 19, 2026 Paper: Daily Commercial
Attachments:

1.	DidYouKnow PUD_4.2.24
2.	DidYouKnow_4.2.24
3.	BCC Agenda
4.	Tab 1 - Ordinance #2026-XX Clark and Diaz Property (RZ)
5.	Tab 2 - Ordinance #2026-XX Vibes Academy (RZ)
6.	Tab 3 - Ordinance #2026-XX Hartle Hills Apartments (FLUM)
7.	Tab 4 - Ordinance #2026-XX Hartle Hills Apartments (RZ)
8.	Tab 5 - Ordinance #2026-XX Tiger Paw Estates PUD (RZ)
9.	Tab 6 - Final Development Order #2026-XX - Scharlach Property - W Thyme Avenue (VAR)
10.	Tab 7 - Final Development Order #2026-XX - Cliche Property (VAR)
11.	Tab 8 - Final Development Order #2026-XX - Komos Property (VAR)
12.	Tab 9 - Final Development Order #2026-XX - Tuff Shed at Griffin (VAR)
13.	Tab 10 - Final Development Order #2026-XX - Operation Parachute (VAR)
14.	Tab 11 - Final Development Order #2026-XX - Osprey Pointe Lot 9 (VAR)
15.	Tab 12 - Final Development Order #2026-XX - Rodriguez & Garcia Property (VAR)
16.	6.3.26 Draft Planning and Zoning Board Minutes
17.	4.1.26 Draft BOA Minutes

STAFF APPROVALS AND DATES:

Eva Lora	Created/Initiated - 06/16/2026
Michael Fitzgerald	Approved - 06/16/2026
Kathleen Dial	Approved - 06/17/2026
Sheri Hutchinson	Approved - 06/17/2026
David Eichinger	Approved - 06/17/2026
Ron Falanga	Approved - 06/17/2026
Kandace Pourbaix	Approved - 06/17/2026
Miranda Lanoue	Approved - 06/17/2026
Jaime Stewart	Approved - 06/17/2026
Melanie Marsh	Approved - 06/19/2026
Jennifer Barker	Approved - 06/26/2026
Marisol Saldana	Final Approval - 06/26/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:



What is a Large-Scale Comprehensive Plan Amendment?

- Each local government is required to have a Comprehensive Plan. A Comprehensive Plan provides principles, guidelines, standards, and strategies for future development. A Comprehensive Plan is organized into goals, objectives, and policies.

- A Comprehensive Plan must include the following elements: Capital Improvements, Intergovernmental Coordination, Future Land Use/Future Land Use Map, Transportation, Public Facilities, Conservation, Recreation/Open Space, Housing, Property Rights, and Economic.

- The Large-Scale Amendment process applies when a project is more than 50 acres in size.

- Local Government must hold a Transmittal Hearing also known as the First Public Hearing. If the Amendment is approved for Transmittal, it is sent to the State for review. The following State Agencies are included: Commerce, Transportation, Environmental Protection, State, Fish and Wildlife Conservation Commission, Agriculture and Consumer Services, Education and the applicable Water Management District.

- State Agencies have 30 days to return comments to the County. Once comments are received the County has 180 days to hold the Adoption Hearing also known as the Second Public Hearing.

- The Board of County Commissioners may take one of the following actions after the Second Public Hearing: Adopt the Amendment as it was Transmitted, Adopt the Amendment with changes based on State comments or public comments received at the hearing, or deny the Amendment.

- See Section 163.3184, Florida Statutes, for more information.



Limits on Local Government Authority

- The Florida Legislature passed a "Property Owner Bill of Rights" in 2019 that states each property owner has (1) the right to use, enjoy and dispose of their property and (2) the right to just compensation for property taken for a public purpose. Sec. 70.002, F.S.

- The Florida Law allows a property owner to sue the local government if the property owner believes a condition on the use of real property is more than what is necessary to address the impacts of the proposed use. If a property owner wins its lawsuit, the local government must pay damages, court costs and attorney fees. Sec. 70.45, F.S.

- The Florida Legislature created a law that allows a property owner to sue the local government if the government passes a law, regulation or ordinance that burdens, restricts or limits private property rights. This is known as the "Bert J. Harris, Jr. Private Property Rights Protection Act." If a property owner wins its lawsuit, the local government must pay damages, court costs and attorney fees. Sec. 70.001, F.S.

- Local governments cannot hold a developer responsible to correct transportation problems that existed before the developer files an application. Sec.163.3180(5)(h)2.,F.S.

- Local governments must allow a developer to move forward if they pay for or build transportation improvements that mitigate that their own impacts. Sec. 163.3180(5)(h)1.c.,F.S.

- Local governments can deny a development for reasons other than transportation problems. Sec. 163.3180(5)3., F.S.

- The County cannot impose architectural standards on any single family or duplex home, or within any zoning ordinance for development of a subdivision. Sec. 163.3202(5)(a), F.S.

BOARD OF COUNTY COMMISSIONERS (BCC)

PLANNING & ZONING AGENDA

JULY 14, 2026

Location & Time

Commission Chambers
County Admin. Building
315 West Main Street
Tavares, FL 32778-7800

BCC: 9:00 a.m. 07/14/2026

Planning & Zoning Board Members

Laura Jones Smith,
Chairman (District 2)

Carroll Jaskulski,
Vice Chairman (District 4)

Judith Fike (District 1)

Addie Owens (District 3)

Dan Tatro (District 5)

Sean Lahey
(At-Large Representative)

Mollie Cunningham
(School Board
Representative)

Bill Mathias
(Alternative School Board
Representative)

Mark W. McManus, Ex-
Officio, Non-Voting
Military Representative

The Lake County Planning & Zoning Board (PZB) is an advisory board to the Board of County Commissioners (BCC). It is responsible for reviewing changes to the Comprehensive Plan, zoning, conditional uses, mining site plans, and making recommendations on these applications to the Board of County Commissioners.

The recommendations of the PZB are transmitted to the BCC for their consideration at a scheduled public hearing; these cases will be heard at the BCC hearing time, or soon thereafter.

Board of County Commissioners

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

Lake County Staff

Melanie Marsh, County Attorney
Jennifer Barker, County Manager
Kathleen Dial, Executive Director, Development Services
Michael Fitzgerald, AICP, Director, Office of Planning & Zoning
Janie Barrón, FRA-RP, Planning Manager, Office of Planning & Zoning
Leslie Regan, Senior Planner, Office of Planning and Zoning
Cristina Garrido, MPA, Planner II, Office of Planning and Zoning
Meagan Bracciale, Planner II, Office of Planning and Zoning
Corey DeVogel, Planner I, Office of Planning and Zoning
Eddie Montanez, Planner I, Office of Planning and Zoning
Seth Lynch, Engineering & Operations Director, Public Works
Sharon Lewis, Development Engineer, Public Works

For any questions, comments, or concerns, please contact the Planning & Zoning Division at (352) 343-9641 or email pzinfo@lakecountyfl.gov.

BOARD OF COUNTY COMMISSIONERS (BCC)
PLANNING & ZONING AGENDA
JULY 14, 2026

I. BOA Minutes Approval – April 1, 2026

Planning and Zoning Cases

II. Consent Agenda

The Consent Agenda contains items that are recommended for approval and that are not controversial. The BCC will adopt the entire consent agenda in one motion if no one from the Board or audience has questions, concerns, or objections. An item may be removed from the Consent Agenda for a full public hearing at the request of any Commissioner, staff member, or member of the public.

Tab 1	Ordinance #2026-XX	Clark and Diaz Property (RZ)
Tab 2	Ordinance #2026-XX	Vibes Academy (RZ)

III. Regular Agenda

Tab 3	Ordinance #2026-XX	Hartle Hills Apartments (FLUM)
Tab 4	Ordinance #2026-XX	Hartle Hills Apartments (RZ)
Tab 5	Ordinance #2026-XX	Tiger Paw Estates PUD (RZ)

Variances

Tab 6	Final DO #2026-XX	Scharlach Property – W Tyme Avenue (VAR)
Tab 7	Final DO #2026-XX	Cliché Property (VAR)
Tab 8	Final DO #2026-XX	Komos Property (VAR)
Tab 9	Final DO #2026-XX	Tuff Shed at Griffin (VAR)
Tab 10	Final DO #2026-XX	Operation Parachute (VAR)
Tab 11	Final DO #2026-XX	Osprey Pointe Lot 9 (VAR)
Tab 12	Final DO #2026-XX	Rodriguez & Garcia Property (VAR)

Persons with disabilities needing assistance to participate in these proceedings should contact 352-343-0760 at least 48 hours before the scheduled meeting; if you are hearing or voice impaired, call 711 or 352-253-1840.

REZONING STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	1
Public Hearings:	Planning & Zoning Board (PZB): June 3, 2026
	Board of County Commissioners (BCC): July 14, 2026
Case No. and Project Name:	PZ2026-02, Clark and Diaz Property
Commissioner District:	District 4 – Commissioner Leslie Campione
Applicant(s):	Jean A. Clark
Owner(s):	Jean A. Clark and Mario Diaz
Requested Action:	Rezone approximately .74 +/- acres from Neighborhood Commercial District (C-1) and to Rural Residential District (R-1).
Staff Determination:	Staff finds the rezoning request consistent with the Land Development Regulations (LDR) and Comprehensive Plan.
Case Manager:	Leslie Regan, Senior Planner
PZB Recommendation:	Approved on Consent Agenda, unanimously

Subject Property Information

Size:	0.74 +/- acres
Location:	2475 Mount Mitchell Drive, in the unincorporated Mt. Dora area
Alternate Key No.:	1240395
Future Land Use Category:	Urban High Density (Attachment “A”)
Current Zoning District:	Neighborhood Commercial (C-1) District (Attachment “B”)
Proposed Zoning District:	Rural Residential (R-1) District (Attachment “C”)
JPA/ISBA:	Mount Dora Joint Planning Area
Overlay/Rural Protection Area:	Wekiva Study Area (Attachment “D”)
Flood Zone(s):	”AE” and “X”
BMAP Location:	Ocklawaha and Middle St. John

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban High Density	Planned Commercial (CP)	Commercial and Body of Water	Recovery Solutions Medical Building and Lake Woodward
South	Urban High Density and Regional Commercial	Neighborhood Commercial (C-1) and Rural Residential (R-1)	Residential	Single-Family Residential
East	Urban High Density and Regional Commercial	Rural Residential (R-1)	Commercial and Body of Water	Quality Inn Hotel and Lake Woodward
West	Urban High Density	Neighborhood Commercial (C-1)	Commercial	Grand Rental Station Machinery Equipment Storage Area

- Summary of Analysis -

The subject parcel is identified by Alternate Key Number 1240395 and contains approximately 0.74+/- acre. The subject parcel is zoned as Neighborhood Commercial (C-1) District; is designated with an Urban High Density Future Land Use Category (FLUC) by the 2030 Comprehensive Plan; and located within Wekiva Study Area. The subject parcel is developed with a single-family dwelling unit (Attachment "C"). The GIS maps indicate that the parcel is located within the "AE" and "X" flood zones; backs-up to Lake Woodward, and that wetlands exist on the subject parcel.

Land Development Regulations (LDR) Table 3.01.03, entitled *Schedule of Permitted and Conditional Uses* Note 2, states that residences are permitted within the C-1 District with site plan approval when used in conjunction with business. The Applicant is requesting to rezone the property from Neighborhood Commercial (C-1) District to Rural Residential (R-1) District to allow the continuation of residential development and use that is not in conjunction with a business.

Table 1. Existing and Property Development Standards.

	Zoning District	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space	Building Height
Existing	Neighborhood Commercial (C-1)	Residence in conjunction with a business.	N/A	70%	15%	40
Proposed	Rural Residential (R-1)	Residence and Accessory Uses	Continuation of Residential Development and Use	30%	No change	40

The subject property is located within the Wekiva Study Area, and the request is consistent with all Wekiva Study Area Regulations set forth in the Lake County Comprehensive Plan Objective I-3.4. The proposal does not include new development and request to allow the continuation of residential development and use that is not in conjunction with a business.

The subject property is located within the Mount Dora Joint Planning Area (JPA), and the application was provided to the City of Mount Dora for review for a determination of consistency with their regulations. The City of Mount Dora has not provided any comments or objections.

The Applicant provided a Project Narrative as shown on Attachment "E".

– Staff Analysis –

LDR Section 14.05.03 (Standards for Review)

A. Whether the rezoning is in conflict with any applicable provisions of the Code (Land Development Regulations).

The Applicant seeks to rezone from Neighborhood Commercial (C-1) District to Rural Residential (R-1) District to allow the continuation of residential development and use the parcel with residential uses that is not in conjunction with a business. The proposed rezoning is consistent with Section 3.00.02, entitled *Purpose and Intent of Districts,* which states that the purpose of the R-1 District is to provide a transition between Agricultural and Conservation Areas and the more urban residential communities. It is intended to permit the development of single-family homes in an environment that is compatible with the surrounding natural resources. The current use on the property is an existing single-family dwelling.

The proposed rezoning is consistent with LDR Table 3.00.03, entitled *Consistency of Zoning Districts with Land Use Classifications*, which indicates that the R-1 District is allowable within the Urban High Density Future Land Use Category.

The request is consistent with LDR Table 3.01.03, entitled *Schedule of Permitted and Conditional Uses,* which allows the use of single-family dwelling units within the R-1 District.

Any new development will be required to meet all criteria specified in the LDR, as amended.

B. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

The Applicant seeks to rezone from Neighborhood Commercial (C-1) District to Rural Residential (R-1) District to continue the residential development and use.

The proposed use is consistent with Comprehensive Policy I-1.2.2, entitled *Consistency between Future Land Use and Zoning,* that addresses consistency between Future Land Use and Zoning. The property is currently zoned Neighborhood Commercial (C-1), and the current use is residential. To align the residential use when the use will not be in conjunction with a business, a rezoning is required.

The subject parcel is consistent with Comprehensive Plan Policy I-7.1.3, entitled *Existing Lot Exception for Density*, as the subject parcel is developed with an existing residence and a lot exception for density was approved on March 17, 2026.

Any new development will be required to meet all criteria specified in the Comprehensive Plan.

C. Whether, and the extent to which, the proposed rezoning is inconsistent and proposed land uses.

The proposed request aligns with the current residential use that exists on the property. Furthermore, as the existing residential development and use are not in conjunction with a business the existing single-family use is inconsistent with the current C-1 District. Pursuant to LDR 3.01.03*,* entitled *Schedule of Permitted and Conditional Uses,* entitled *Schedule of Permitted and Conditional Uses* Note 2*,* residences are permitted in the Neighborhood Commercial (C-1) District with site plan approval when used in conjunction with a business.

D. Whether there have been changed conditions that justify rezoning.

The Applicant is requesting that the rezoning be approved to be consistent with the current use on the property of single-family residential. The lot size of the parcel is .74 and Rural Residential zoning requires a minimum density of 1 du/1 net acre. In addition, the subject parcel received a Lot Exception for Density approved on March 17, 2026, consistent with Comprehensive Plan Policy I.7.1.3, entitled *Existing Lot Exception for Density.*

The southern area is developed and intended for residential development and use. In addition, neighboring parcel identified by Alternate Key Number 3870245 is undergoing a rezoning to R-1 to allow residential development and use.

E. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and fire and emergency medical facilities.

Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service on public facilities and services.

Water and Sewage

The existing single-family dwelling unit on the property is serviced by City of Mount Dora water and private septic.

Schools

Lake County Schools reviewed the application and determined that since no new use was proposed, the Growth Planning Department had no comment. The Applicant is not proposing any new development at this time.

Parks

The proposed rezoning is not anticipated to adversely impact park capacity or levels of service.

Solid Waste

The proposed request is not anticipated to adversely impact solid waste capacities or levels of service.

Public Safety

Lake County Fire Station #27 is located 3.51 miles from the subject property at 19212 SR 44. In addition, Mt. Dora Fire Station #35 is located 1.2 miles from the subject property, located on CR 19. Fire protection water supply and emergency access will be addressed during the site plan review process, should the rezoning be approved by the Board.

Floodplain Management

This property has a minute Special Flood Hazard Area on it, and the proposed rezoning downzones the property, minimizing the potential for negative future impacts. Floodplain Management Staff offers its support to this Application.

Transportation Concurrency

The Lake County Transportation Department has made no comment as this proposal does not generate any additional trips.

F. Whether, and the extent to which, the proposed rezoning would result in significant adverse impacts on the natural environment.

An environmental assessment will be submitted with any future development of the property, to indicate the presence of vegetation, soils, wetlands, threatened and endangered species on the site. All sensitive resources will be addressed through the development review process. New development will be required to meet all criteria specified by the Comprehensive Plan and Land Development Regulations (LDR).

The Applicant is not proposing any new development at this time.

G. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

There is no indication that the rezoning application will affect property values in the area. The neighboring parcel identified by Alternate Key Number 3870245 is undergoing a rezoning to R-1 to allow residential development and use.

H. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

The proposed request exhibits an orderly and logical development program by aligning the zoning designation with the existing residential development pattern on the subject property and some surrounding areas. The property is currently developed with a single-family residence, and the proposed residential zoning designation reflects the established use of the site rather than introducing new or speculative development potential.

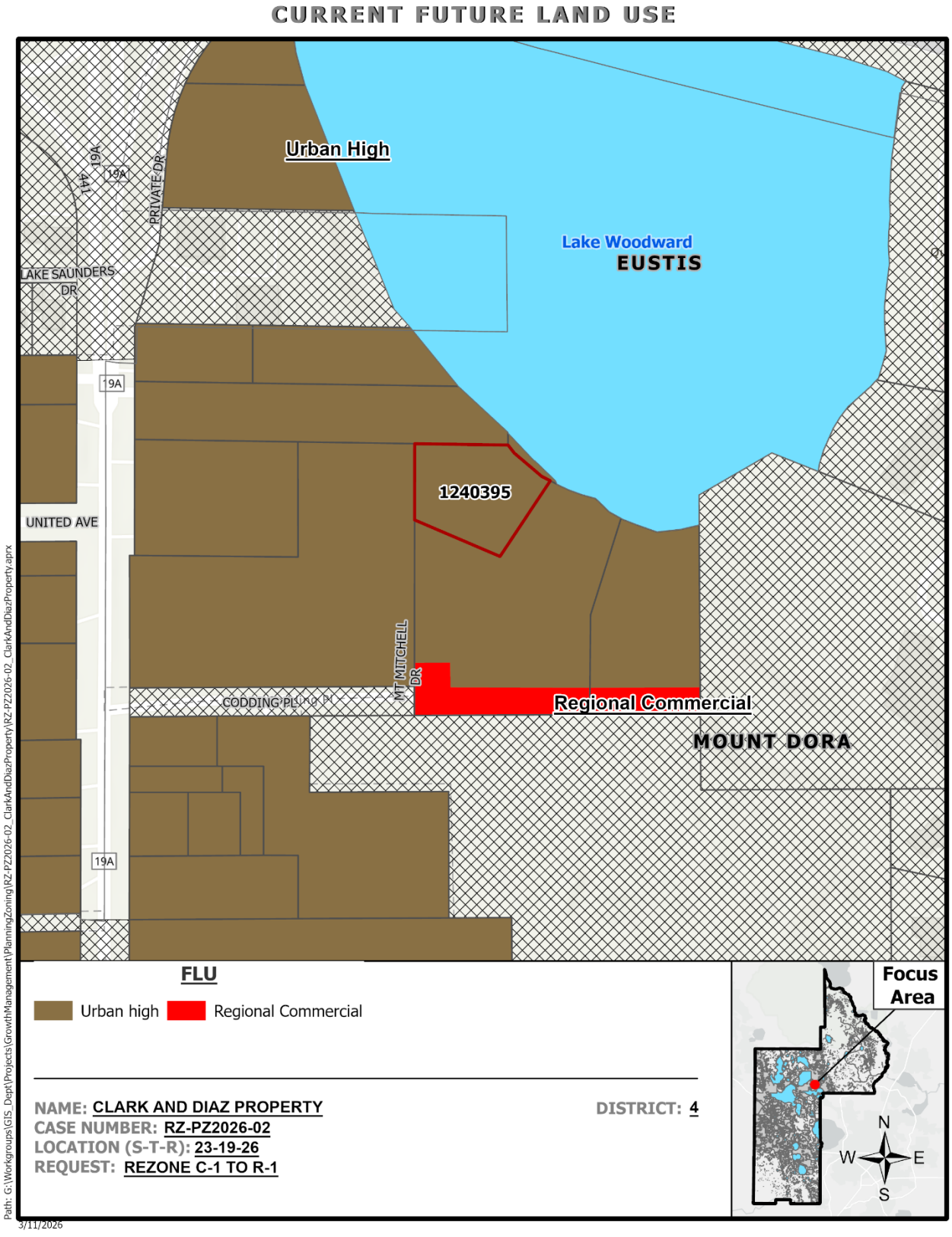
I. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these Regulations.

The proposed rezoning application is in harmony with the general intent of the Comprehensive Plan and LDR as stated in Sections A through H above.

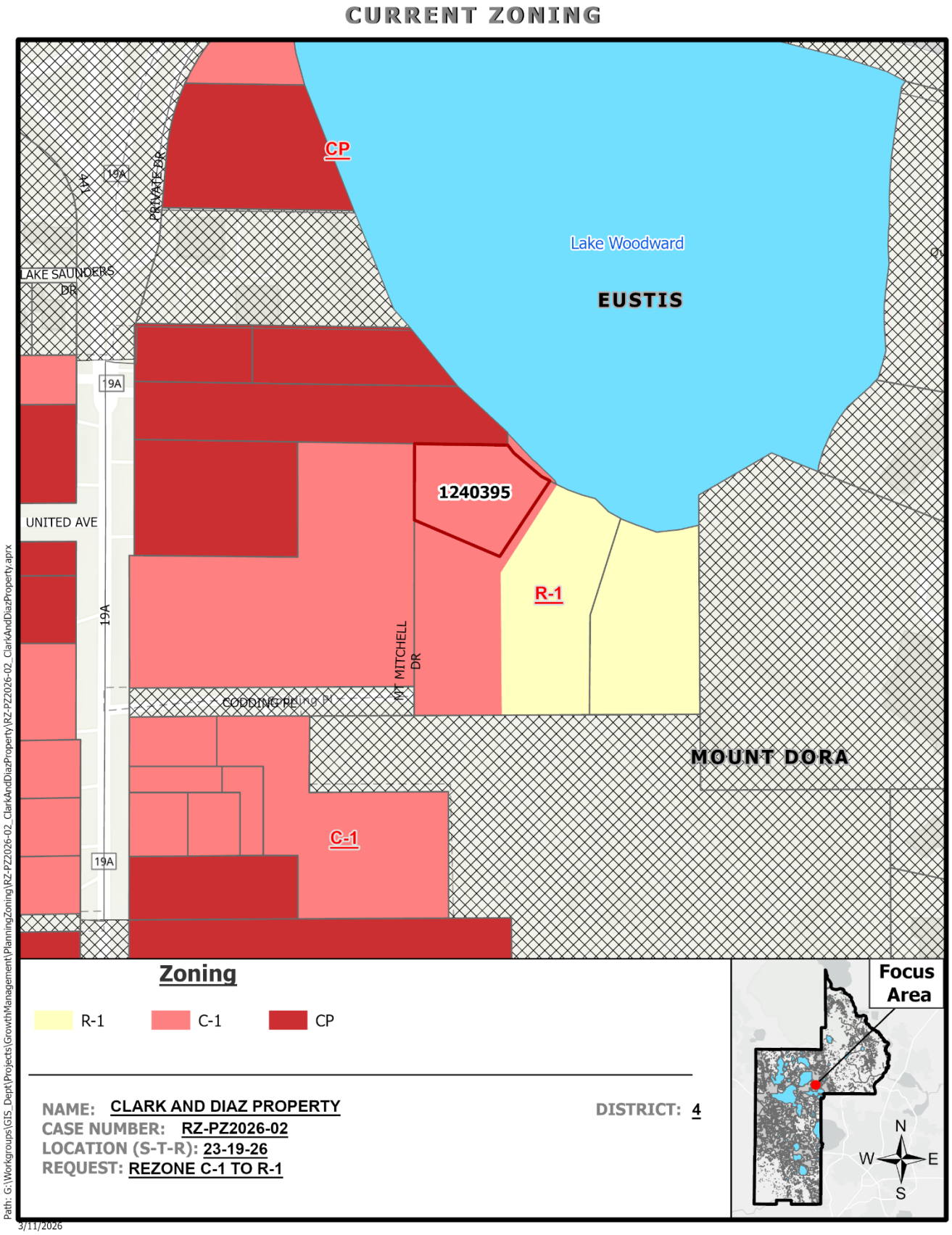
J. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

N/A

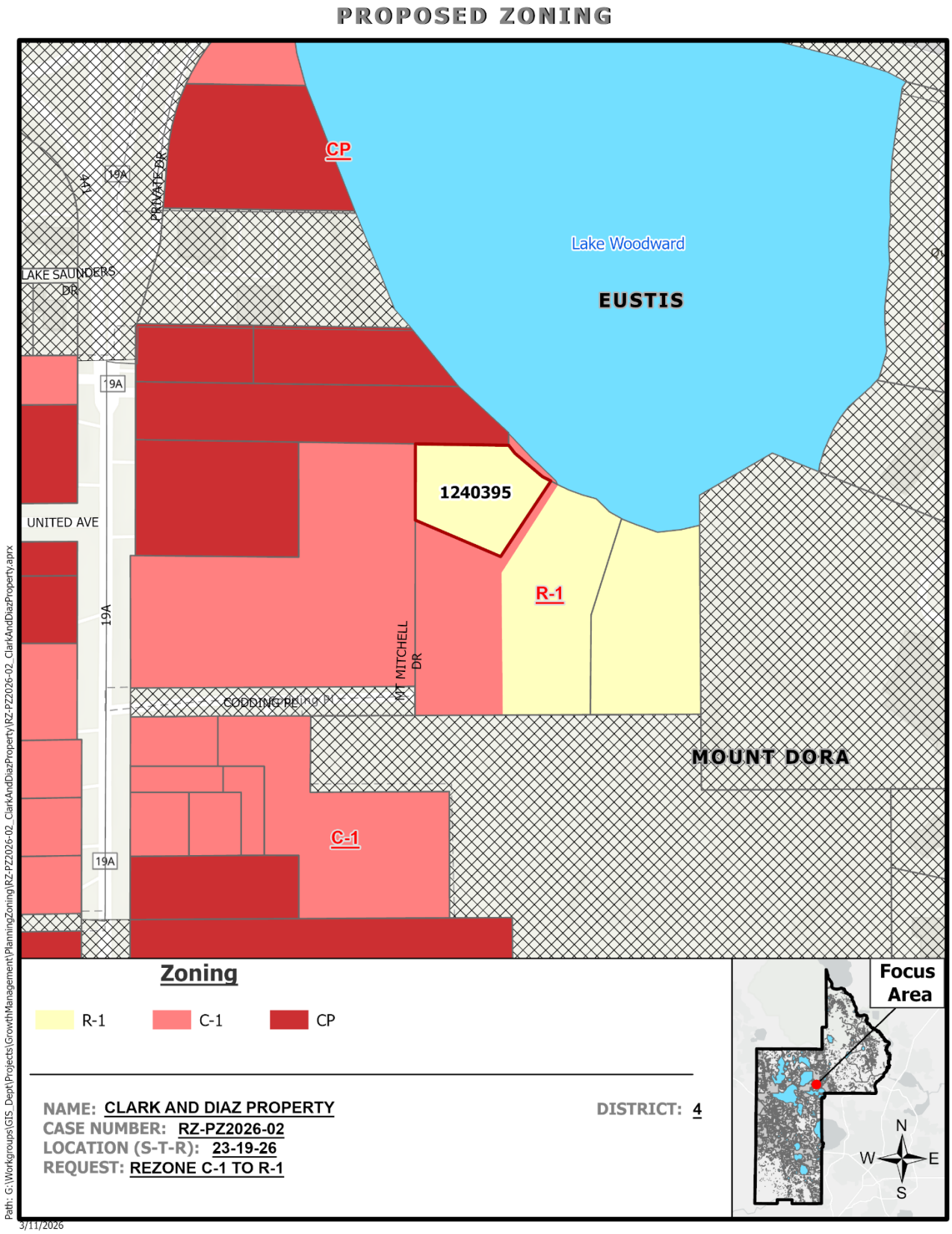
Attachment "A" – Future Land Use Map



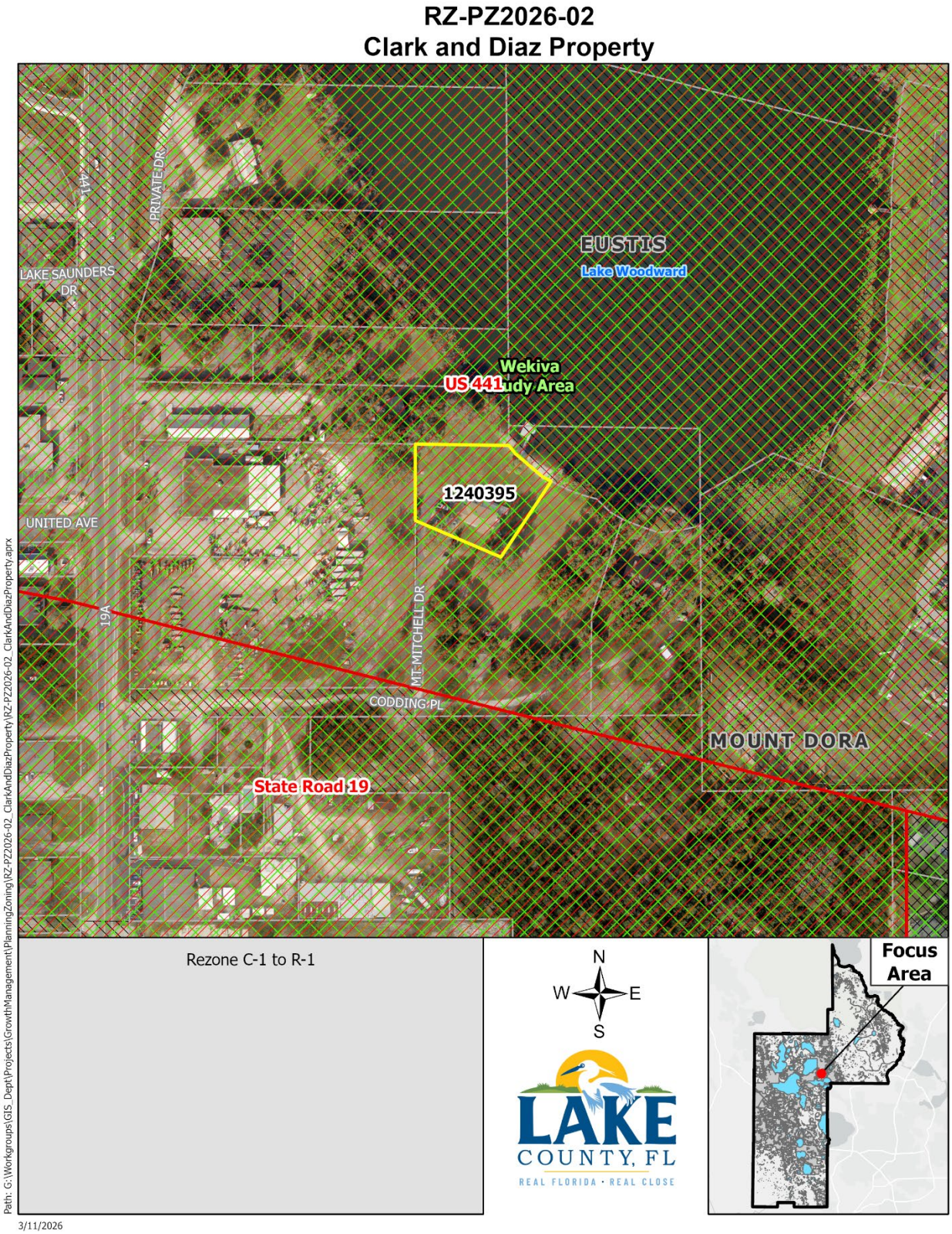
Attachment "B" – Zoning District Map



Attachment "C" – Proposed Zoning District Map



Attachment "D" – Overlay District Map



Attachment "E" – Project Narrative (Page 1 of 2)

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

Office of Planning and Zoning

Project Narrative Rezoning

In compliance with LDR Section 14.03.03, please answer the following questions:

1. Whether the rezoning is in conflict with any applicable provisions of the Code.
   No
2. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.
   Unknown
3. Whether, and the extent to which, the proposed rezoning is inconsistent with existing and proposed land uses.
   There is currently a single family dwelling on C-1 property which has been on this property since 1970
4. Whether there have been changed conditions that justify a rezoning
   No changes
5. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.
   None - No new demands

Attachment "E" – Project Narrative (Page 2 of 2)

6. Whether, and the extent to which, the rezoning would result in significant impacts on the natural environment.

   No impact

7. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

   No impact

8. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

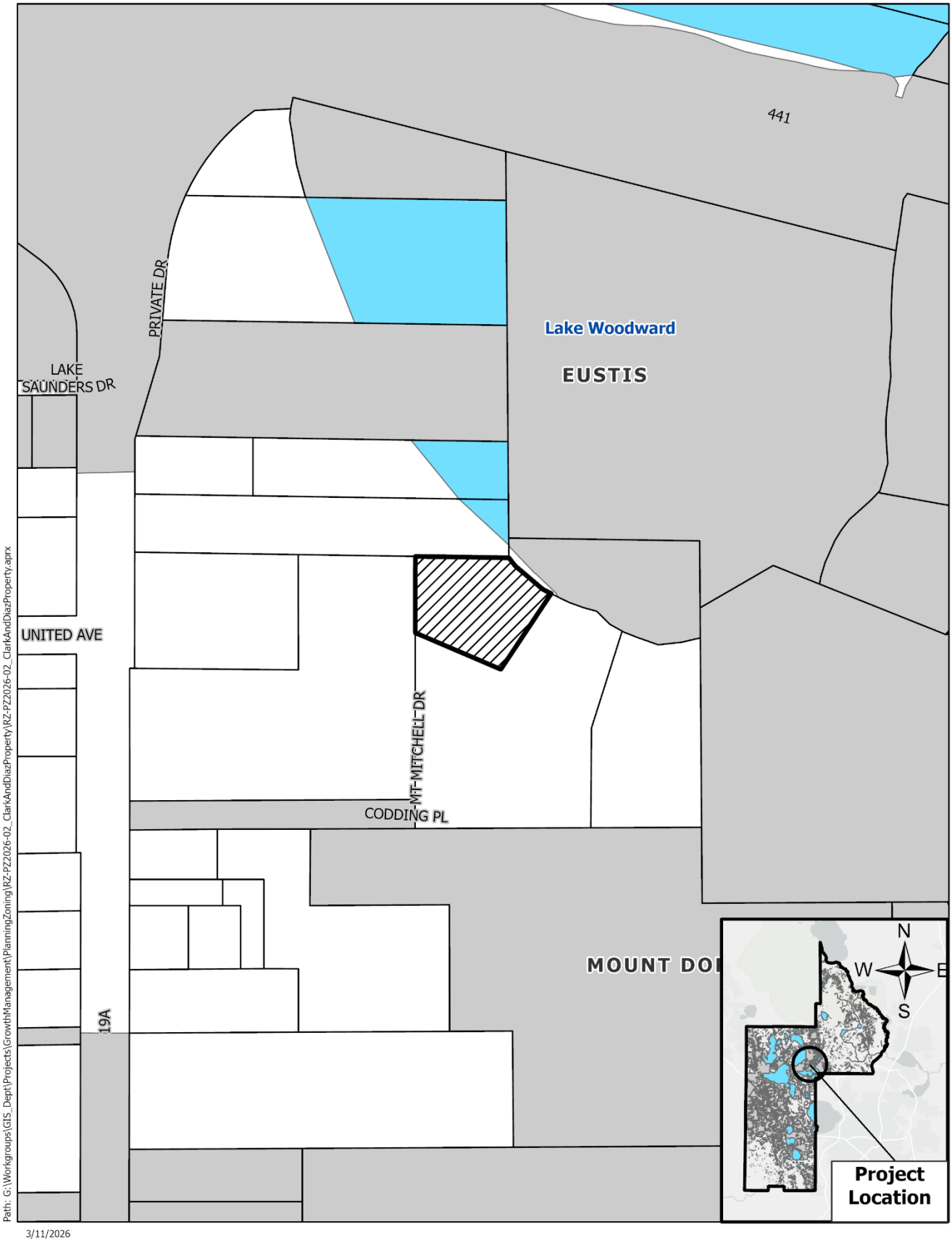
   No change in current land development Status.

9. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

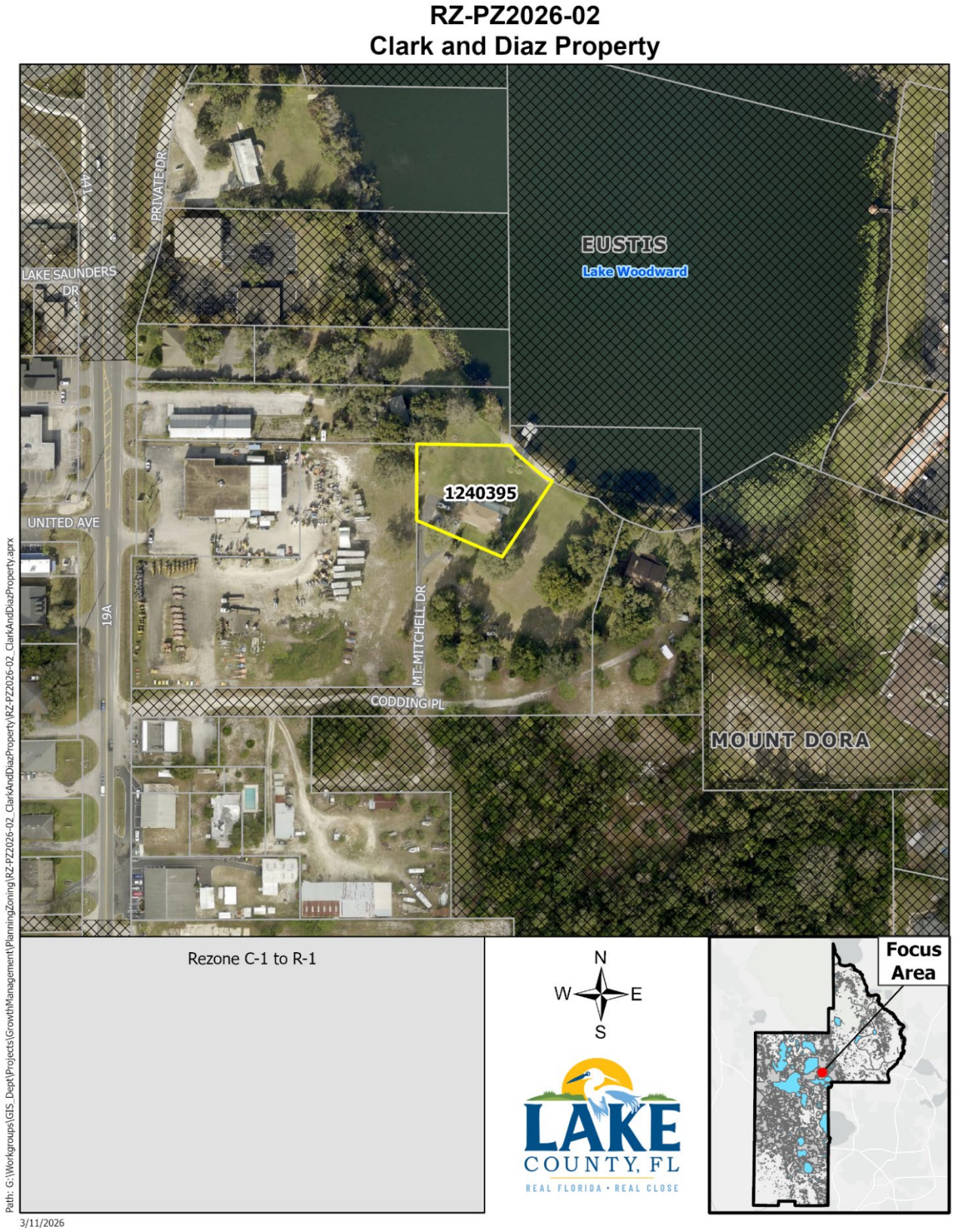
   No

10. Any other matters that may be deemed appropriate by the Lake County Planning and Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

Map of Subject Property



Aerial Map of Subject Property



ORDINANCE 2026 - _____

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; REZONING THE SUBJECT PROPERTY FROM NEIGHBORHOOD COMMERCIAL (C-1) DISTRICT TO RURAL RESIDENTIAL (R-1) DISTRICT IDENTIFIED AS ALTERNATE KEY NUMBER 1240395 LOCATED IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jean A. Clark, (the "Applicant" and the "Owner") submitted a rezoning application, to rezone the subject property from Neighborhood Commercial (C-1) District and Rural Residential (R-1) District; and

WHEREAS, the subject property consists of approximately .74 +/- acres located at 2475 Mount Mitchell Drive in the unincorporated Mt. Dora area in Section 23, Township 19 South, Range 26 East, known as Alternate Key Number 1240395 and more particularly described in Exhibit "A" – Legal Description; and

WHEREAS, the property is located within the Urban High Density Future Land Use Category; and

WHEREAS, the Lake County Planning and Zoning Board did on the 3rd day of June 2026, review Petition PZ2026-02; after giving Notice of Hearing on petition for a change in the use of land, including notice that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 14th day of July 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning and Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved.

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

Section 1. Terms: The County Manager or designee shall amend the Zoning District from Neighborhood Commercial (C-1) District to Rural Residential (R-1) District for the property described in Exhibit "A". The adoption of this Ordinance shall revoke and replace all previous ordinances.

Section 2. Development Review and Approval: Prior to the issuance of any permits, the Owner shall submit applications for and receive necessary final development order approvals as provided in the Lake County Comprehensive Plan and Land Development Regulations. The applications for final development orders must meet all submittal requirements and comply with all County codes and ordinances, as amended.

Section 3. No Estoppel: Approval of this ordinance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due

to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

Section 4. Severability: If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Filing with the Department of State. The Clerk is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. Effective Date. This Ordinance shall become effective upon recordation in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

ENACTED this _____ day of _____, 2026.

FILED with the Secretary of State _____, 2026.

EFFECTIVE _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

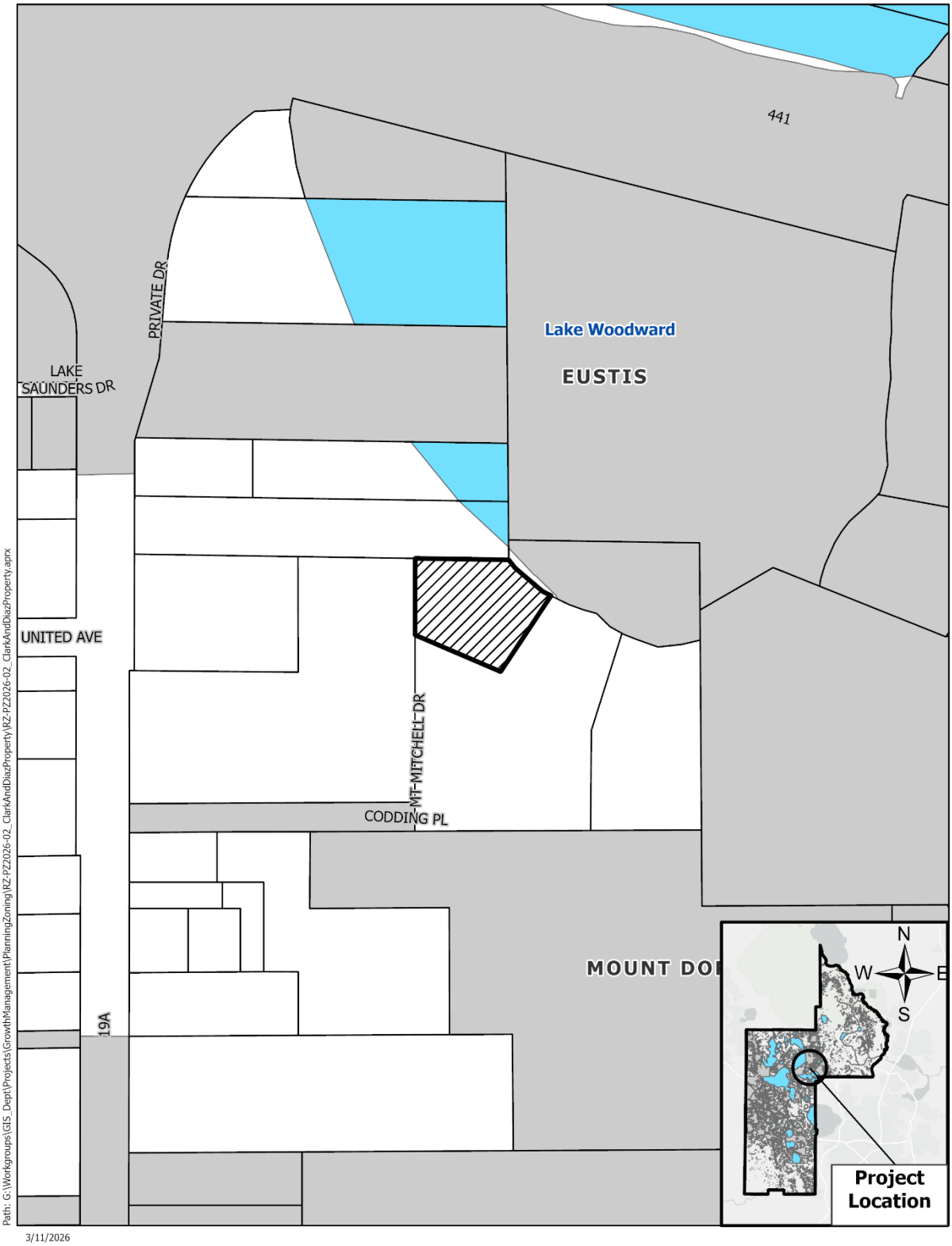
_____
MELANIE MARSH, COUNTY ATTORNEY

EXHIBIT "A" - Legal Description

From the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 19 South, Range 26 East, Lake County, Florida, run South 00`32'00" East 34.04 feet, thence South 89`58'30" West 160.96 feet, thence South 00`00'30" West 131.5 feet, thence South 67`45'30" East 80 feet to the Point of Beginning; run thence South 67`45'30" East 80 feet, thence North 32`44'30" East 188 feet, more or less, to the waters of Lake Woodward, thence Northwesterly along and with the waters of said Lake Woodward to a point North 42`44'30" East of the Point of Beginning, thence South 42`44'30" West 186 feet, more or less, to the Point of Beginning.

AND

Begin at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 19 South, Range 26 East, Lake County, Florida, run thence South 00`32' East 34.04 feet, thence South 89`58'30" West 160.96 feet, thence South 00`00'30" West 131.5 feet, thence South 67`45'30" East 80 feet, thence North 42`44'30" East 206 feet, more or less, to the Shore of Lake Woodward, thence Northwesterly along the shore of said lake to the Point of Beginning.


441
PRIVATE DR
LAKE SAUNDERS DR
Lake Woodward
EUSTIS
UNITED AVE
MT MITCHELL DR
CODDING PL
MOUNT DO
19A
N
W
E
S
Project Location
Path: G:\Workgroups\GIS_Dept\Projects\GrowthManagement\PlanningZoning\RZ-PZ2026-02_ClarkAndDiazProperty\RZ-PZ2026-02_ClarkAndDiazProperty.aprx
3/11/2026

1

REZONING STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	2
Public Hearings:	Planning & Zoning Board (PZB): June 3, 2026
	Board of County Commissioners (BCC): July 14, 2026
Case No. and Project Name:	PZ2025-348, Vibes Academy
Commissioner District:	District 2 – Sean Parks
Applicant(s):	Daniel Meehan
Owner(s):	Clermont Baptist Church, Inc
Requested Action:	Amend Community Facility District (CFD) Ordinance #2023-16 to facilitate educational uses.
Staff Determination:	Staff finds the ordinance amendment consistent with the Land Development Regulations (LDR) and Comprehensive Plan.
Case Manager:	Meagan Bracciale, Planner II
PZB Recommendation:	Approved on the Consent Agenda, unanimously.

Subject Property Information

Size:	16.12 +/- acres
Location:	16115 Old Highway 50, in the unincorporated Clermont area
Alternate Key No.:	3456084, 1029031, 3798781, and 3798636
Future Land Use Category:	Urban Low Density (Attachment “A”)
Current Zoning District:	Community Facility District (CFD) (Attachment “B”) by Ordinance #2023-16
Proposed Zoning District:	Community Facility District (CFD) (Attachment “C”)
JPA/ISBA:	Clermont Joint Planning Agreement (JPA); Clermont Interlocal Service Boundary Agreement (ISBA)
Overlay/Rural Protection Area:	Lake Apopka Basin Overlay District (Attachment “D”)
Flood Zones:	“AE” and “X”
BMAP Location:	Upper Ocklawaha
Wildlife Corridor:	N/A

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban Low Density	Agriculture (A) District	Residential and Agriculture	Single-Family Residence North of the Florida Turnpike that contains an Agricultural Classification
South	Urban Low Density	Planned Unit Development (PUD)	Residential Subdivision	Arrowhead Subdivision South of Old Highway 50
East	Urban Low Density	Community Facility District (CFD)	Civic Use	Florida Islamic Center
West	Urban Low Density	Agriculture (A) District	Residential	Single-Family Residence

- Summary of Analysis -

The requested amendment seeks approval to add additional permitted uses on the subject 16.12 +/- acres, identified by Alternate Key Numbers 3456084, 1029031, 3798781, and 3798636, located at 16115 Old Highway 50, in the unincorporated Clermont area. The subject parcels are zoned as Community Facility District (CFD) by Ordinance #2023-16 (Attachment "I"); are designated with an Urban Low Density Future Land Use Category (FLUC) by the 2030 Comprehensive Plan; and are located within the Lake Apopka Basin Overly District. The subject parcels are developed with a place of worship, a 175-foot monopole communications tower with compound, multi-purpose building and associated parking (Attachment "E").

Ordinance #2023-16 permits the following land uses on the property:

1) House of Worship
2) Specific Accessory Uses:
    a. Worship Center
    b. Gymnasium
    c. Social Hall
    d. Kitchen
    e. Administrative Offices
    f. 175-foot Monopole Communications Tower

The Applicant is requesting to add the following permitted uses to the property:

1) Religious Education
2) Educational Uses
    a. Community Educational Outreach and Support
    b. Training Programs
    c. Daycare/Preschool/Non-Traditional School (ages K-12)

i. Operating Hours: Monday-Friday from 7:30 a.m. to 2:30 p.m.
ii. Total Student enrollment not to exceed forty (40) students

d. Educational Classrooms
e. Student Resource Center (Library, Computer Lab)

The Conceptual Plan depicts the site as developed with a place of worship, multi-purpose building, and associated parking. The Applicant is not proposing further development, only additional uses to take place in the existing buildings.

Table 1. Existing and Proposed Development Standards.

	Zoning District	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space	Building Height
Existing	Community Facility District (CFD)	Worship Center with Accessory Uses and 175-foot Monopole Communications Tower	N/A	0.60	0.25	50-FT
Proposed	Community Facility District (CFD)	N/A	Addition of Religious Education and Educational Uses	0.60	0.25	50-FT

GIS maps indicate that the subject property is located within flood zone "X" and "AE" and there is indication that wetlands exist on the site. On December 5, 2025, the requested action was sent to the Public Works Department for review for a determination of consistency with applicable regulations, including flood and stormwater requirements. The subject property has no Special Flood Hazard Areas on it. Floodplain Management Staff had no objections or comments on this application. The Public Works Department had no objections to this application.

Floodplain Management provided the following comment:

After reviewing the proposed site, Lake County GIS, and FEMA FIRMs for this area, the proposed location is completely outside the Special Flood Hazard Area.

Accordingly, Floodplain Management has no comments on or objections to this application.

Public Works Engineering provided the following conditions for the proposed Ordinance:

Transportation:

1. *Impact of the development may generate right-of-way dedication to provide 50ft. from centerline of Old Highway 50.*
2. *The current AADT 2025 is 10363. An eastbound left turn lane from Old Highway 50 to the Site shall be required for safety.*
3. *The westbound right turn lane from Old Highway 50 to the site shall be accommodated for any future expansion.*

Stormwater Management:

1. *The stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.*

The subject 16.12+/- acres is located within the Lake Apopka Basin Overlay District and the request is consistent with Comprehensive Plan Policy I-6.3.4, entitled *Permitted Uses within the Lake Apopka Basin Overlay District*, which states that residential, commercial, and office uses are allowed within designated areas provided that development is clustered on the landward portion of the property, and far away from environmentally sensitive features and habitats.

The request is also consistent with LDR 6.15.03, entitled *Permitted Uses within the Lake Apopka Basin*, which states that rezoning of non-residential uses Shall be limited to agricultural, CP (Planned Commercial) utilizing only those uses allowable under C-1 and C-2 zoning districts, MP (Planned Industrial District), and to CFD (Community Facility District) zoning districts.

The subject property is located within the Clermont Joint Planning Area (JPA) and Clermont Interlocal Service Boundary Agreement (ISBA) and the application was provided to the City of Clermont to review for a determination of consistency with their regulations. The City of Clermont provided the following comments (Attachment "F"):

"The City will not oppose if the Rezoning is approved by Lake County."

For historical purposes, on December 18, 2001, the subject property was rezoned from Agriculture (A) district to Community Facility District (CFD), by Ordinance #2001-154. The Ordinance allowed the primary use of the site to be a church with associated uses including a gymnasium, social hall, kitchen, and administrative offices.

On March 27, 2012, CFD Ordinance #2001-154 was amended by CFD Ordinance #2012-19 to correct a scrivener's error in the legal description of Ordinance #2001-154.

On March 7, 2023, CFD Ordinance #2012-19 was amended by CFD Ordinance #2023-16 to revise the permitted use of the property to include a 175-FT monopole communication tower.

The Applicant provided a Project Narrative as shown on Attachment "G".

– Staff Analysis –

LDR Section 14.03.03 (Standards for Review)

A. Whether the rezoning is in conflict with any applicable provisions of the Code (Land Development Regulations).

The request is consistent with LDR Section 3.01.03, entitled *Schedule of Permitted and Conditional Uses*, which allows community facility uses within the CFD zoning district.

The request is consistent with LDR Section 3.00.02, entitled *Purpose and Intent of Districts*, which establishes lands that benefit the public and general welfare.

The request is consistent with LDR Section 3.00.03, entitled *Consistency of Zoning Districts with Land Use Classifications*, which states that the Community Facility District (CFD) zoning is compatible with the Urban Expansion Maximum Density 4 du/Gross acre land use category (currently referred to as the Urban Low Density FLUC).

The request is consistent with LDR 6.15.03, entitled *Permitted Uses within the Lake Apopka Basin*, which states that rezoning of non-residential uses Shall be limited to agricultural, CP (Planned Commercial) utilizing only those uses allowable under C-1 and C-2 zoning districts, MP (Planned Industrial District), and to CFD (Community Facility District) zoning districts.

Current development meets all criteria specified in LDR Section 3.02.05, entitled *Setbacks*, and Table 3.02.06, entitled *Density, Impervious Surface, Floor Area, and Height Requirements*.

New development will be required to meet all criteria specified in the LDR, as amended.

B. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

The request is consistent with Goal I-1, entitled *Purpose of the Future Land Use Element*, as the proposal provides for an appropriate land use transition within this urban residential area and will provide needed services to the surrounding community.

The request is consistent with Comprehensive Plan Policy I-1.3.2, entitled *Urban Low Density Future Land Use Category*, which allows religious organizations, day care services, and schools.

The request is consistent with Comprehensive Plan Policy I-6.3.4, entitled *Permitted Uses within the Lake Apopka Basin Overlay District*, which states that residential, commercial, and office uses are allowed within designated areas if development is clustered on the landward portion of the property, and far away from environmentally sensitive features and habitats.

Comprehensive Plan Policy IX-3.1.2, entitled *Mandatory Sewer Connection*, states that at a minimum, Lake County shall require new development within the Urban Future Land Use Series to connect to public sanitary sewer, when available. Where a public sanitary sewer system is not available, a new development exceeding a density of one unit per net acre shall provide a regional/sub-regional sanitary sewer system, unless exempted by the Board of County Commissioners. Central utility service is currently unavailable to the property. The proposed continuation of the current development on the subject parcel does not exceed one (1) unit per net acre. Therefore, the subject property is in compliance with Policy IX-3.1.2 and will continue to be serviced by the existing septic, until such time as (1) the septic system reaches end of life and requires replacement and (2) central or public sewer service becomes available, in accordance with the Comprehensive Plan and LDR, as amended.

Comprehensive Plan Policy IX-2.2.2, entitled *Mandatory Central Water Connection*, states that at a minimum, Lake County shall require new development within the Urban Future Land Use Series to connect to public water system, when available. The existing development is served with central water services by the City of Clermont and is consistent with Comprehensive Plan Policy IX-2.2.2.

Comprehensive Plan Policy IX-3.1.1, entitled *Regional Wastewater Service Criteria*, states that developments within the Urban Future Land Use Series, with an expected flow of at least 100,000 gallons per day (GPD) or a density greater than one (1) unit per net acre must be connected to a regional sewer system. Central utility service is currently unavailable to the property. The proposed continuation of the current development on the subject parcel does not exceed one (1) unit per net acre and is not expected to render a flow of at least 100,000 GPD. Therefore, the subject property is in compliance with Policy IX-3.1.1 and will continue to be serviced by the existing septic, until such time as (1) the septic system reaches end of life and requires replacement and (2) central or public sewer service becomes available, in accordance with the Comprehensive Plan and LDR, as amended.

New development will be required to meet all criteria specified in the Comprehensive Plan.

C. Whether, and the extent to which, the proposed rezoning is inconsistent with existing and proposed land uses.

Place of worship and community assembly uses are establishments primarily for the benefit and service of the community, consistent with the FLUC. The Urban Low Density FLUC allows religious organizations, and LDR Section 3.01.03 allows community facility uses within the CFD zoning district.

D. Whether there have been changed conditions that justify a rezoning.

The Applicant would like to expand their permitted uses to further support, benefit and service the needs of the community.

E. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and fire and emergency medical facilities.

Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service to public facilities and services.

Water and Sewage

The City of Clermont has provided documentation (Attachment "H") indicating that the subject parcel is currently being served central water services by the City.

Schools

The proposed request is not anticipated to adversely impact Lake County Schools capacity or levels of service.

Parks

The proposed request is not anticipated to adversely impact park capacity or levels of service.

Solid Waste

The proposed request is not anticipated to adversely impact solid waste capacities or levels of service.

Public Safety

Lake County Fire Station #90 is located approximately 1.73 miles from the subject property at 2150 Ray Goodgame Parkway and will provide advanced life support should an emergency on the property demand this service. Fire protection water supply and emergency access will be addressed during the site plan review process, should the conditional use permit be approved by the Board.

Transportation Concurrency

The standard Level of Service (LOS) for the impacted roadway Old Hwy 50 is "D" with capacity of 999 trips in the peak direction. Currently the impacted segment from CR 455 to Blackstill Lake Road is operating at seventy-eight percent (78%) of its capacity with a LOS "C", in the PM peak hour direction.

This project will be generating approximately twenty- one (21) PM peak hour trips, in which twelve (12) trips will impact the peak hour direction.

An application for a transportation exemption from conducting a full Tier 1 Traffic Analysis is required prior to site plan. Project impact to roadway is di minimus.

F. Whether, and the extent to which, the proposed rezoning would result in significant adverse impacts on the natural environment.

All sensitive resources will be addressed through the development review process. New development will be required to meet all criteria specified by the Comprehensive Plan and Land Development Regulations (LDR).

G. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

There is no indication that the application request will affect property values in the area.

H. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

On December 18, 2001, the Board approved Ordinance #2001-154, that rezoned the subject property to CFD to accommodate a church and associated uses including a gymnasium, social hall, kitchen, and administrative offices. The proposed CFD amendment is consistent with the rezoning approval. The surrounding area is indicative of existing residential, planned commercial, and community facility uses. CFD zoning districts are permitted within all future land use categories.

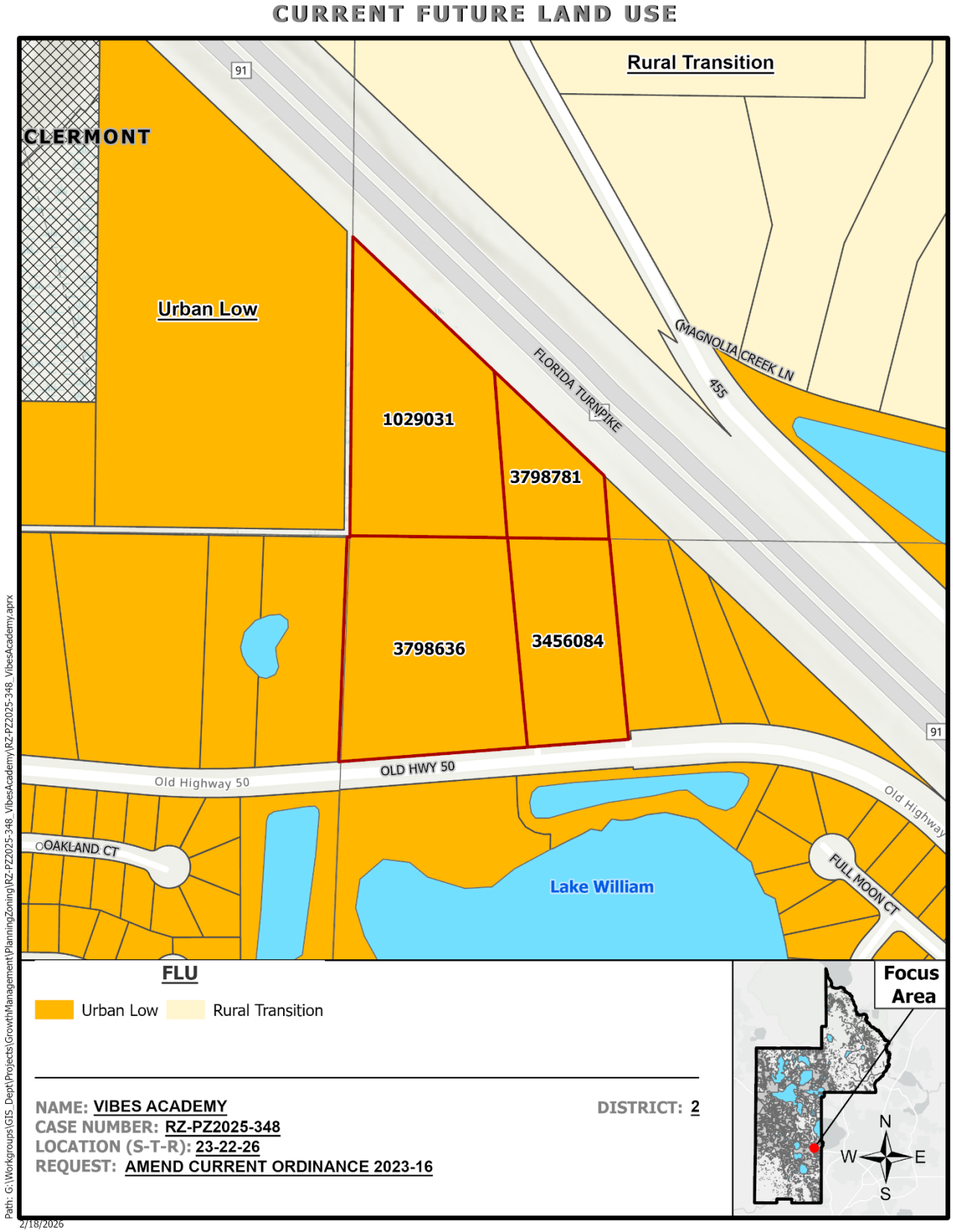
I. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these Regulations.

The proposed rezoning application is in harmony with the general intent of the Comprehensive Plan and LDR as stated in Sections A through H above.

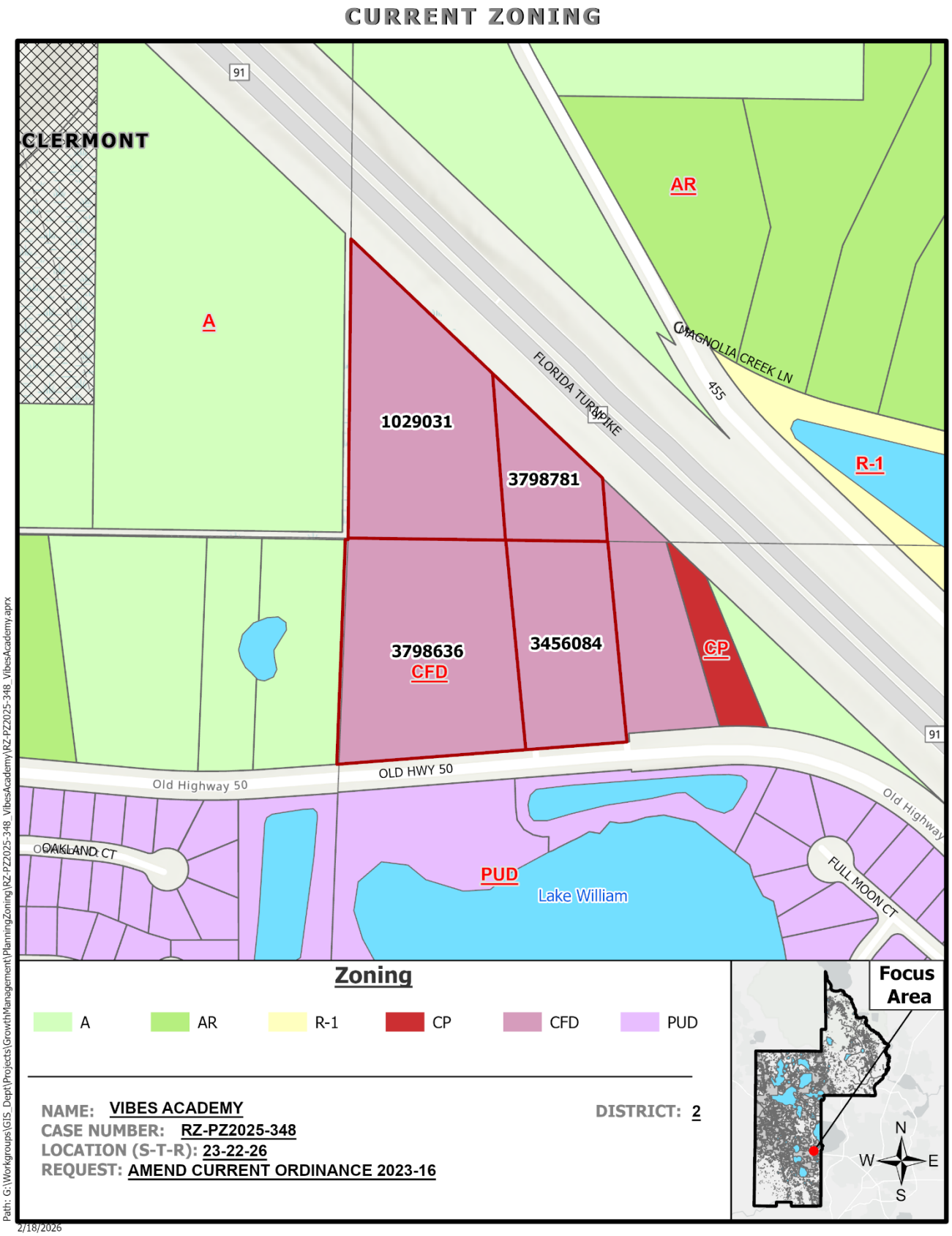
J. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

N/A

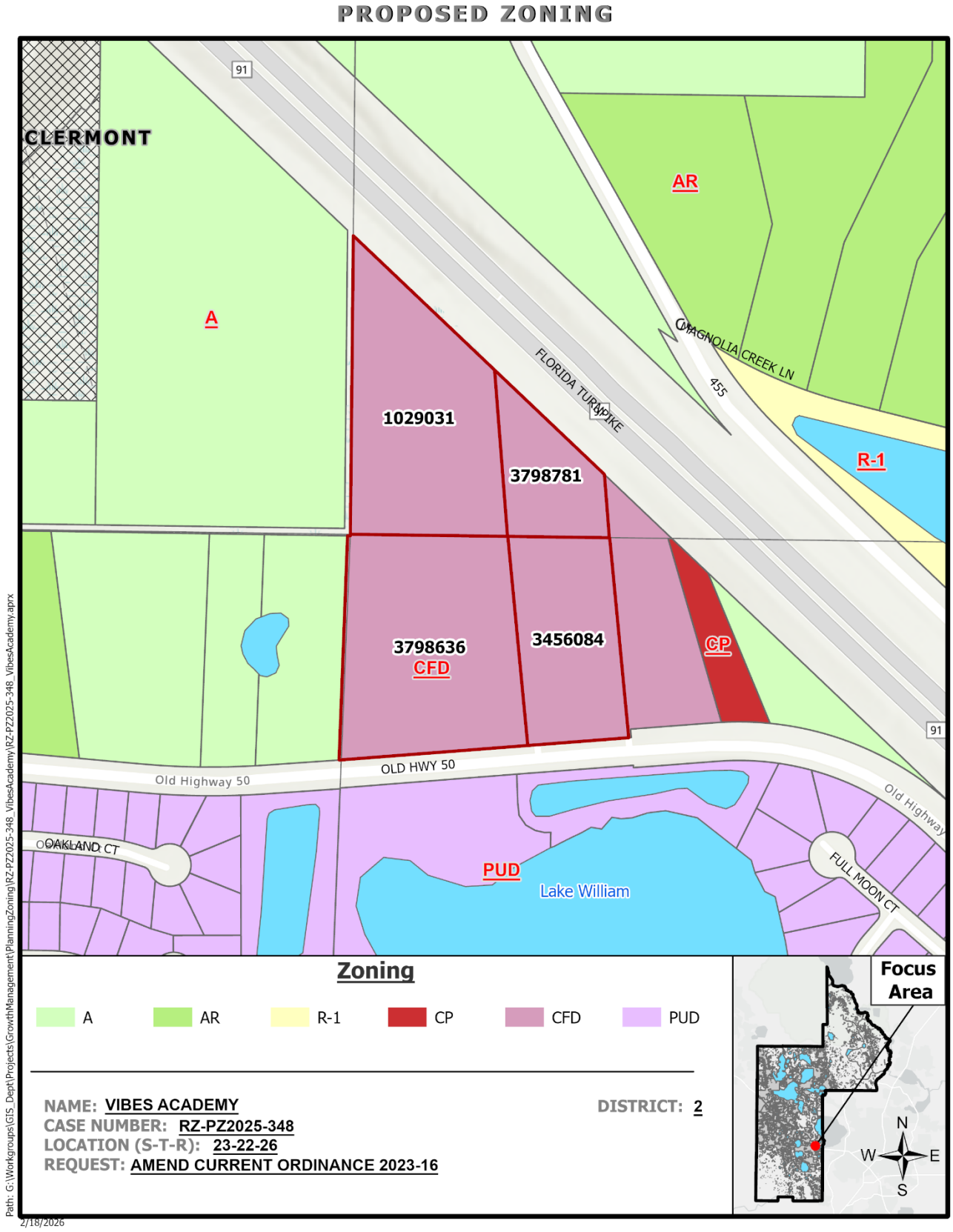
Attachment "A" – Future Land Use Map



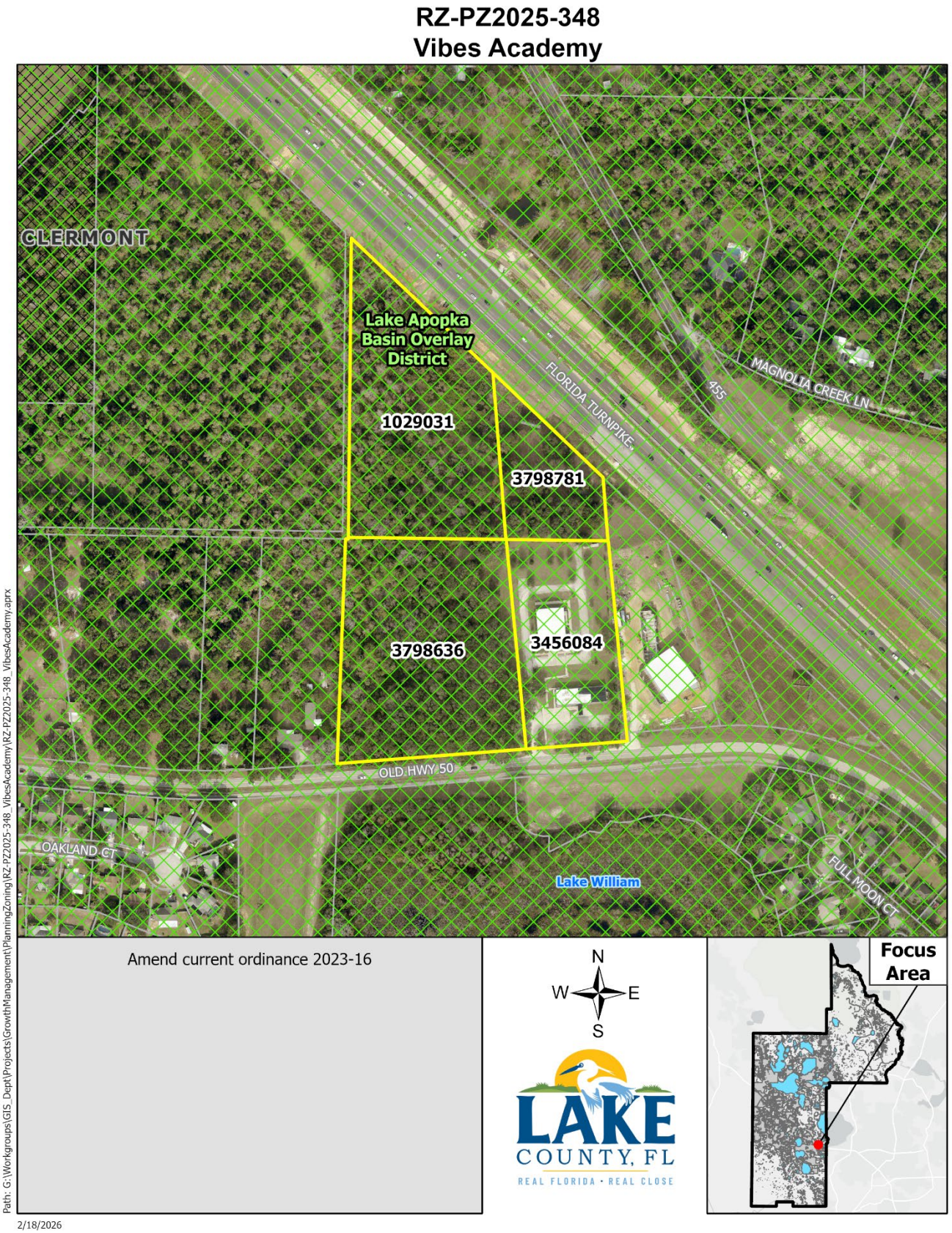
Attachment "B" – Zoning District Map



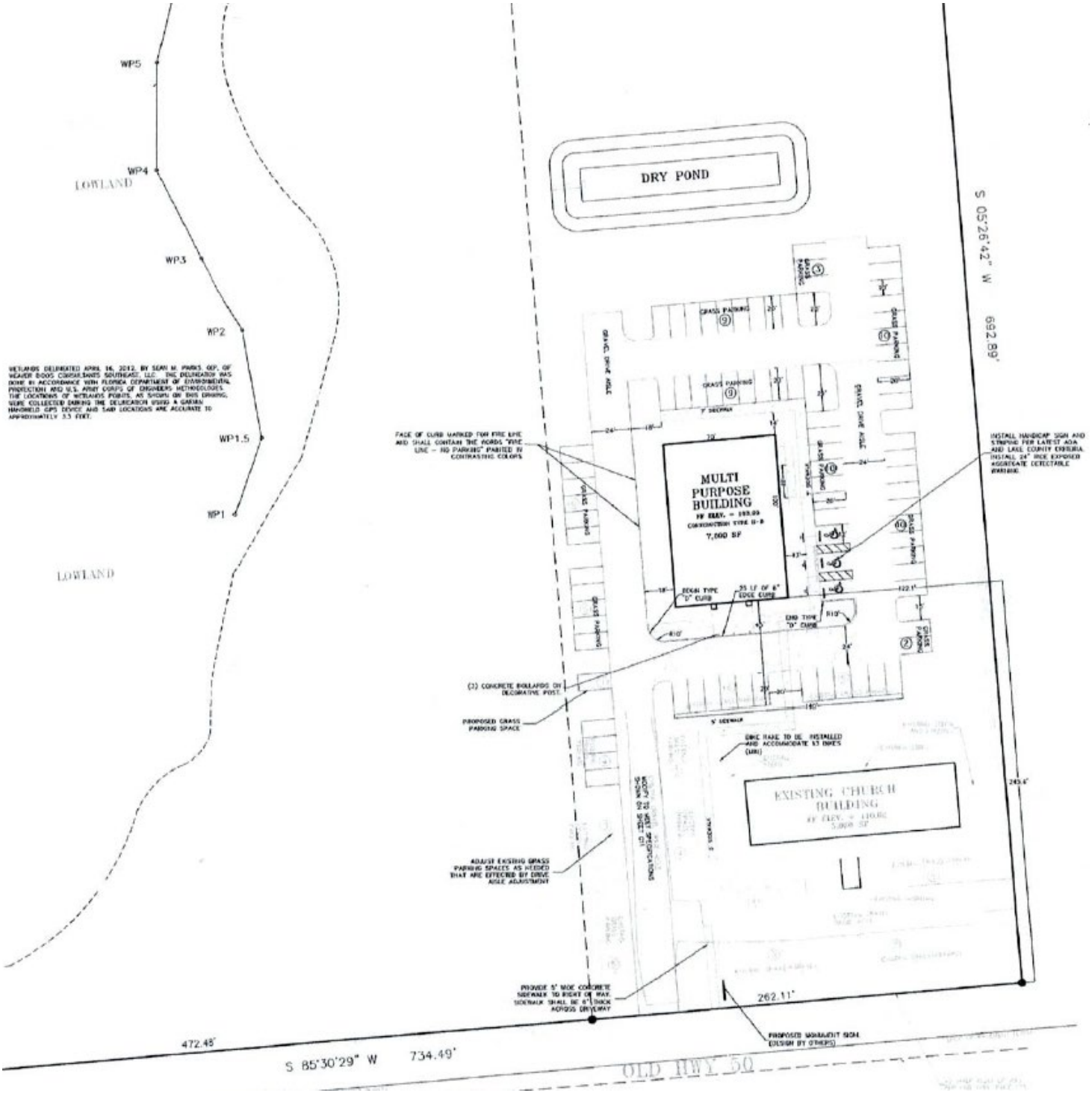
Attachment "C" – Proposed Zoning District Map



Attachment "D" – Overlay District Map



Attachment "E" – Conceptual Plan



Attachment "F" – City of Clermont Comments

From: Justine Day
To: Bracciale, Meagan
Cc: Kruse, John; Gonzalez, Nick; Henschel, Curt
Subject: RE: Review Request | Vibes Academy | Rezoning | AR 6286 | AK(s) 3456084, 1029031, 3798781, & 3798636 | PZ2025-348
Date: Thursday, February 19, 2026 9:13:09 AM
Attachments: image001.png

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Bracciale,

Staff's comments are listed below regarding Vibes Academy.

The City will not oppose if the Rezoning is approved by Lake County.

Please let me know if you have any additional questions.

Thank you,

Justine Day
Planner I
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7343
JDay@clermontfl.org
www.Clermontfl.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

Attachment "G" – Project Narrative (Page 1 of 2)

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

Office of Planning and Zoning

Project Narrative Rezoning

In compliance with LDR Section 14.03.03, please answer the following questions:

1. Whether the rezoning is in conflict with any applicable provisions of the Code.

   There will be no changes to the property and people served compared to its current use.

2. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

   There will be no changes to the building structure and with the property and its current use.

   The current building will be used as is.

3. Whether, and the extent to which, the proposed rezoning is inconsistent with existing and proposed land uses.

   Very little is going to change. We want it zoned for educational services.

4. Whether there have been changed conditions that justify a rezoning

   No. There has been no changed conditions. Our church will like to have a school in our current multipurpose building. The building structure will not need to be changed. It will be used as is.

5. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.

   There will be no increased demand on any of the above listed services.

Attachment "G" – Project Narrative (Page 2 of 2)

6. Whether, and the extent to which, the rezoning would result in significant impacts on the natural environment.

   No

7. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

   No

8. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

   No changes will be made.

9. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

   No harm to public interests

10. Any other matters that may be deemed appropriate by the Lake County Planning and Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

    None. The educational services are for a small number of children.

Attachment "H" – Utility Notification Statement

CITY OF CLERMONT
Development Services
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
352-394-4083
Fax: 352-394-3542

January 21st, 2026

Lake County Office of Planning & Zoning
315 W. Main Street
Tavares, FL 32778
Email: DevelopmentApplications@lakecountyfl.gov
PZInfo@lakecountyfl.gov

Re: Utility Notification Application
Clermont Baptist Church
Location: 16115 Old Hwy 50
Alternate Key Number(s): 3456084

To whom it may concern:

The property addressed at 16115 Old Hwy 50 is currently being served central water services by the City. They have had an account with the City since 2006. The City will continue to provide said water service to the subject parcel unless future expansion of the site requires adjustment to the services being provided as determined by City staff.

Please note that the City of Clermont no longer provides Utility Notification Letters without direction of City Council as determined at a public hearing. If the action item is approved, then City staff will respond appropriately.

Should you have any questions, please feel free to contact me or our Public Services Assistant Director, Mark Griffin, at (352)241-0178 or via email at MGriffin@clermontfl.org

Sincerely,

John Kruse
(352)241-7309
JEKruse@clermontfl.gov

Attachment "I" – Ordinance 2023-16 (Page 1 of 8)

INSTRUMENT #2023031349
OR BK 6110 PG 889 - 896 (8 PGS)
DATE: 3/20/2023 1:34:54 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $69.50

ORDINANCE 2023 - 16

Clermont Baptist Church

RZ-22-15-2

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Coral Towers LLC c/o Mattaniah S. Jahn, P. A. (the "Applicant"), submitted a rezoning application on behalf of Clermont Baptist Church, Inc (the "Owner"), to amend Community Facility District (CFD) Ordinance #2012-19 to revise the permitted use of the property to include a 175-foot monopole communication tower; and

WHEREAS, the subject property consists of approximately 16.12 +/- gross acres (with a 400-square foot lease area) and is located at 16115 Old Highway 50, in the unincorporated Clermont area, Sections 14 and 09, Township 22, Range 26, having Alternate Key Numbers 1029031, 3798781, 3798636, and 3456084 and more particularly described in Exhibit "A" – Legal Description; and

WHEREAS, the property is located within the Urban Low Density Future Land Use Category as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM), in accordance with Ordinance #2012-19; and

WHEREAS, the Board of County Commissioners of Lake County, Florida, on the 27th day of March 2012 approved PUD Ordinance #2012-19; and

WHEREAS, the Lake County Planning & Zoning Board did on the 1st day of March 2023 review Petition RZ-22-15-2; after giving Notice of Hearing on petition for a change in the use of land, including notice that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 7th day of March 2023; and

WHEREAS, the Board of County Commissioners has reviewed the recommended application and ordinance, the recommendations of the Lake County Planning & Zoning Board and County staff, and comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved.

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

Section 1. Terms: The County Manager or designee shall amend the Lake County Zoning Map to reflect the revision of the permitted use of the property to include a 175-foot monopole communication tower. Ordinance #2012-19 and all previously approved ordinances will be superseded and replace upon the adoption of this new ordinance.

A. Land Uses:

1 House of worship.

2 Specific Accessory Uses:

a. Worship Center

Attachment "I" – Ordinance 2023-16 (Page 2 of 8)

b. Gymnasium
c. Social Hall
d. Kitchen
e. Administrative Offices
f. 175-foot Monopole Communications Tower

All uses shall be generally consistent with the Conceptual Plan as shown on EXHIBIT "B". To the extent where there are conflicts between the Conceptual Plan and this Ordinance, this Ordinance shall take precedence.

Accessory uses directly associated with the above uses may be approved by the County Manager or designee. Any other use of the site shall require an amendment to this Ordinance as approved by the Board of County Commissioners.

B. Specific Conditions:

1. The Board of Adjustment (BOA) approved a Variance request (VAR-22-21-2) to allow for a proposed monopole tower to not be centrally-located on the parent parcel; and to LDR Section 15.02.04(J) to allow for a proposed monopole communication tower to exceed 140- feet in height, and to remove the camouflage requirement.
2. The monopole tower will be located no closer than 191'-5" on the North, 611'-4" on the South, 283'-3" on the East, and 469'-6" on the West.
3. The monopole tower is not to exceed 175-feet in height.

C. Open Space, Impervious Surface Ratio, Floor Area Ratio, Building Height, and Parking.

1. Parking: Parking surfaces may be grass or other pervious material, except as required for handicapped accessibility.
2. Setbacks:
   a. Front- 50 feet (minimum) from Old Highway 50.
   b. Rear- 50 feet (minimum), or as required by the Land Development Regulations (LDR), whichever is less (from Florida Turnpike).
   c. Sides- in accordance with the LDR, as amended.
3. Open space, ISR, FAR, and Building Height shall be in accordance with the Comprehensive Plan or LDR, as amended.

D. Landscaping, Buffering, and Screening:

1. East and South Landscape Buffer shall be consistent with the LDR as amended.
2. West and North Landscape Buffer: No buffer required.

Attachment "I" – Ordinance 2023-16 (Page 3 of 8)

3. Existing trees may be used to meet the above tree requirements in accordance with the Land Development Regulations (LDR).

E. Transportation Improvements/Access Management:

1. Impacts of the development may generate right-of-way dedication to provide 50 feet from the centerline of Old Highway 50.
2. An additional 25-foot right-of-way dedication is requested for the proposed South Lake Bike Trail.
3. Access management shall be in accordance with the LDR, as amended.

F. Lighting: All development will adhere to the dark-sky principles set forth in Section 3.09.00, Land Development Regulations, as amended.

G. Noise: Compliance shall be in accordance with the LDR, as amended.

H. Signage: Signs shall be in accordance with the LDR, as amended.

I. Clermont Joint Planning Area: All requirements of the Clermont Joint Planning Area Land Development Regulations shall apply, unless otherwise specified herein.

J. Lake Apopka Basin Overlay District: Development will comply with the requirements of Objective I-6.3, Lake County Comprehensive Plan, and Section 6.15.00, LDR, pertaining to the Lake Apopka Basin Overlay District.

K. Concurrency Management Requirements: Any development shall comply with the Lake County Concurrency Management System.

L. Development Review and Approval: Prior to the issuance of any permits, the Applicant shall be required to submit a site plan generally consistent with EXHIBIT "B"- CONCEPTUAL PLAN for review and approval in accordance with the Comprehensive Plan and LDR, as amended. The applications for final development orders must meet all submittals and comply with all County codes and ordinances, as amended.

M. Future Amendments to Statutes, Code, Plans, and/or Regulations: The specific references in this Ordinance to the Florida Statues, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

Section 2. Conditions as altered and amended which pertain to the above tract of land shall mean:

A. After establishment of the facilities as provided in this Ordinance, the aforementioned property must only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the

Attachment "I" – Ordinance 2023-16 (Page 4 of 8)

boundaries of the above-described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance shall inure to the benefit of and will constitute a covenant running with the land and the terms, conditions, and provisions of this Ordinance, and shall be binding upon the present Owner and any successor and will be subject to each and every condition herein set out in this Ordinance.

D. Construction and operation of the proposed use must comply with the regulations of this and other governmental permitting agencies.

E. The transfer of ownership or lease of any or all of the property described in this Ordinance must include the transfer or lease agreement, a provision that the purchaser or lessee is made aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Regulations, as amended.

F. The Lake County Code Enforcement Special Master shall have authority to enforce the terms and conditions set forth in this Ordinance and to recommend the Ordinance be revoked.

Section 3. Severability: If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Filing with the Department of State. The clerk is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Attachment "I" – Ordinance 2023-16 (Page 5 of 8)

Ordinance #2023-11
Clermont Baptist Church (RZ-22-15-2)

Section 5. Effective Date. This Ordinance shall become effective as provided by law.

ENACTED this 7th **day of** March, **2023.**

FILED with the Secretary of State March 8th, **2023.**

EFFECTIVE March 7th, **2023.**

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Kirby Smith, Chairman

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY

3/7/2023

Melanie Marsh, County Attorney

Attachment "I" – Ordinance 2023-16 (Page 6 of 8)

Ordinance #2023-16
Clermont Baptist Church (RZ-22-15-2)

Exhibit "A" – Legal Description

ORDINANCE #2012-19, PH #10-12-2 Clermont Baptist Church

EXHIBIT "A" – LEGAL DESCRIPTION

LOT 2:
THAT PORTION OF THE SOUTH 1155.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND, THAT PORTION OF TRACTS 7 AND 8, ACCORDING TO THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 4, PAGE 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, RUN N00°26'15"W, ALONG THE WESTERLY BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 779.22 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE S47°22'04"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 504.42 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE S47°22'04"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 392.15 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S05°26'42"E, 685.39 FEET TO THE NORTHERLY RIGHT-OF- WAY LINE OF STATE ROAD NO. 438; THENCE S84°33'18"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 262.01 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN N05°26'42"W, 977.17 FEET TO THE POINT OF BEGINNING.
CONTAINING 5.00 ACRES MORE OR LESS.

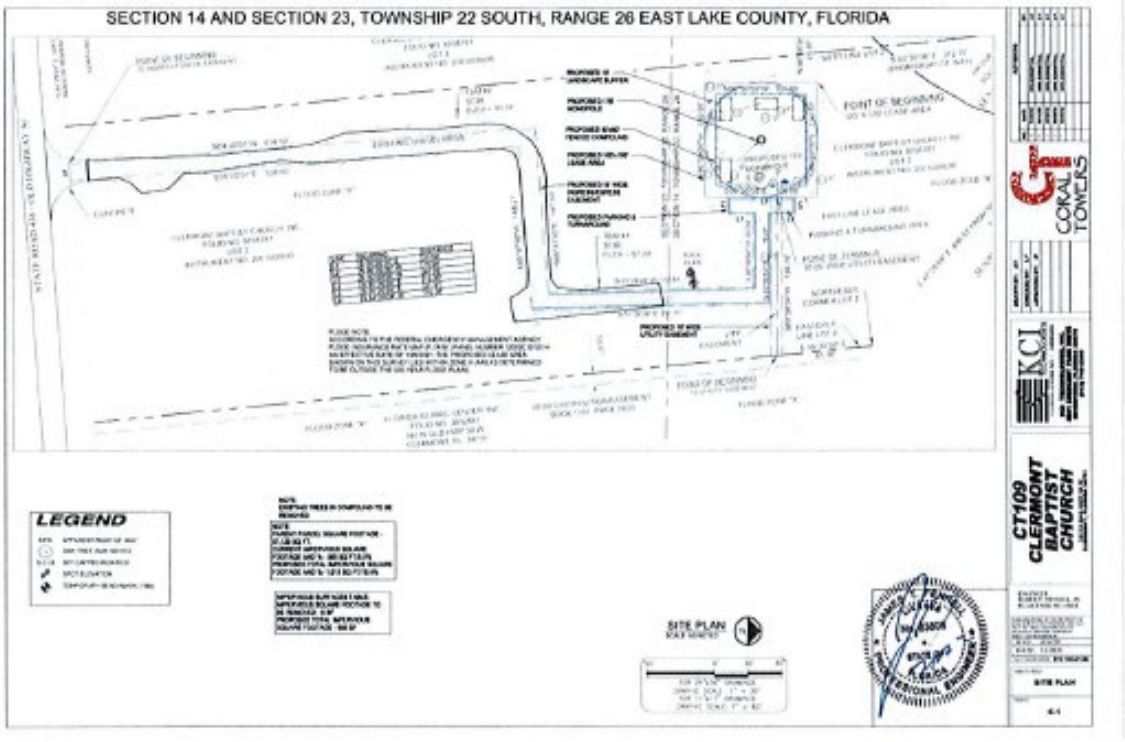
LOT 3:
THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND, TRACT 8, ACCORDING TO THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 4, PAGE 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;
BEGIN AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, RUN N00°26'15"W, ALONG THE WESTERLY BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 779.22 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE S47°22'04"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 504.42 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S05°26'42"E, 977.17 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 438; THENCE S84°33'18"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 473.30 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE AFORESAID TRACT 8, AND THE WESTERLY BOUNDARY OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST; THENCE N01°18'41"E, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 587.82 FEET TO THE POINT OF BEGINNING. LESS THE SOUTHERLY 7.0 FEET THEREOF FOR ROAD RIGHT-OF-WAY.
CONTAINING 10.96 ACRES MORE OR LESS.

Project #2005010002, AR #1954 Page 5 of 6

Attachment "I" – Ordinance 2023-16 (Page 7 of 8)

Ordinance #2023-16
Clermont Baptist Church (RZ-22-15-2)

Exhibit "B" – Conceptual Plan



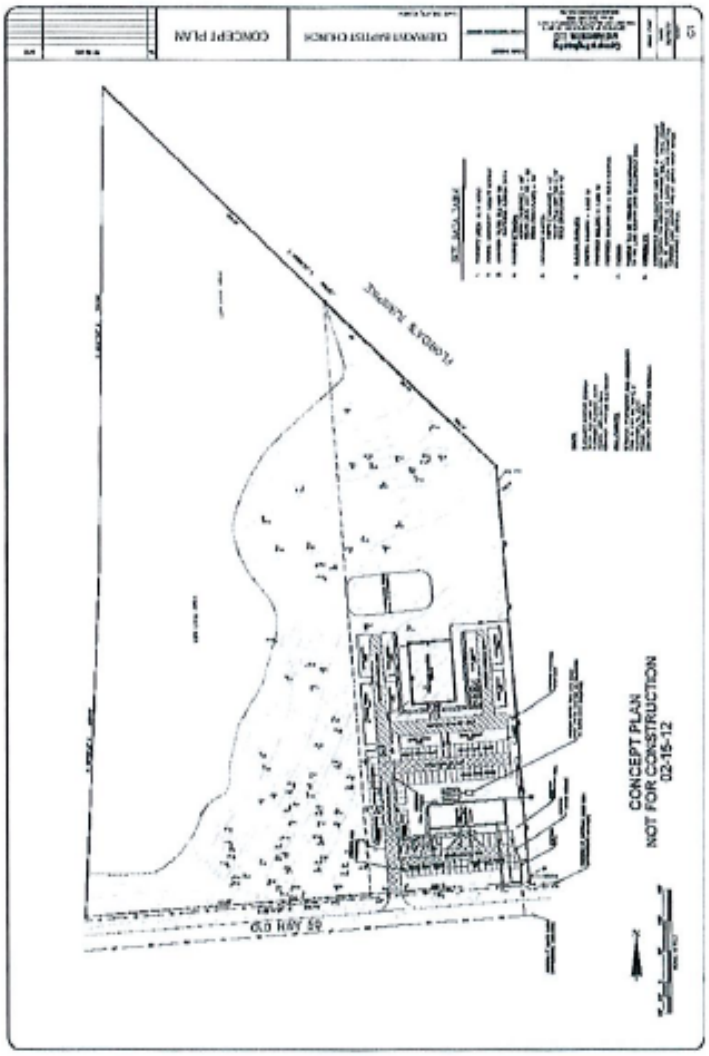
Attachment "I" – Ordinance 2023-16 (Page 8 of 8)

Ordinance #2023-16
Clermont Baptist Church (RZ-22-15-2)

ORDINANCE #2012-19, PH #10-12-2 Clermont Baptist Church

1

EXHIBIT "B" – CONCEPTUAL PLAN

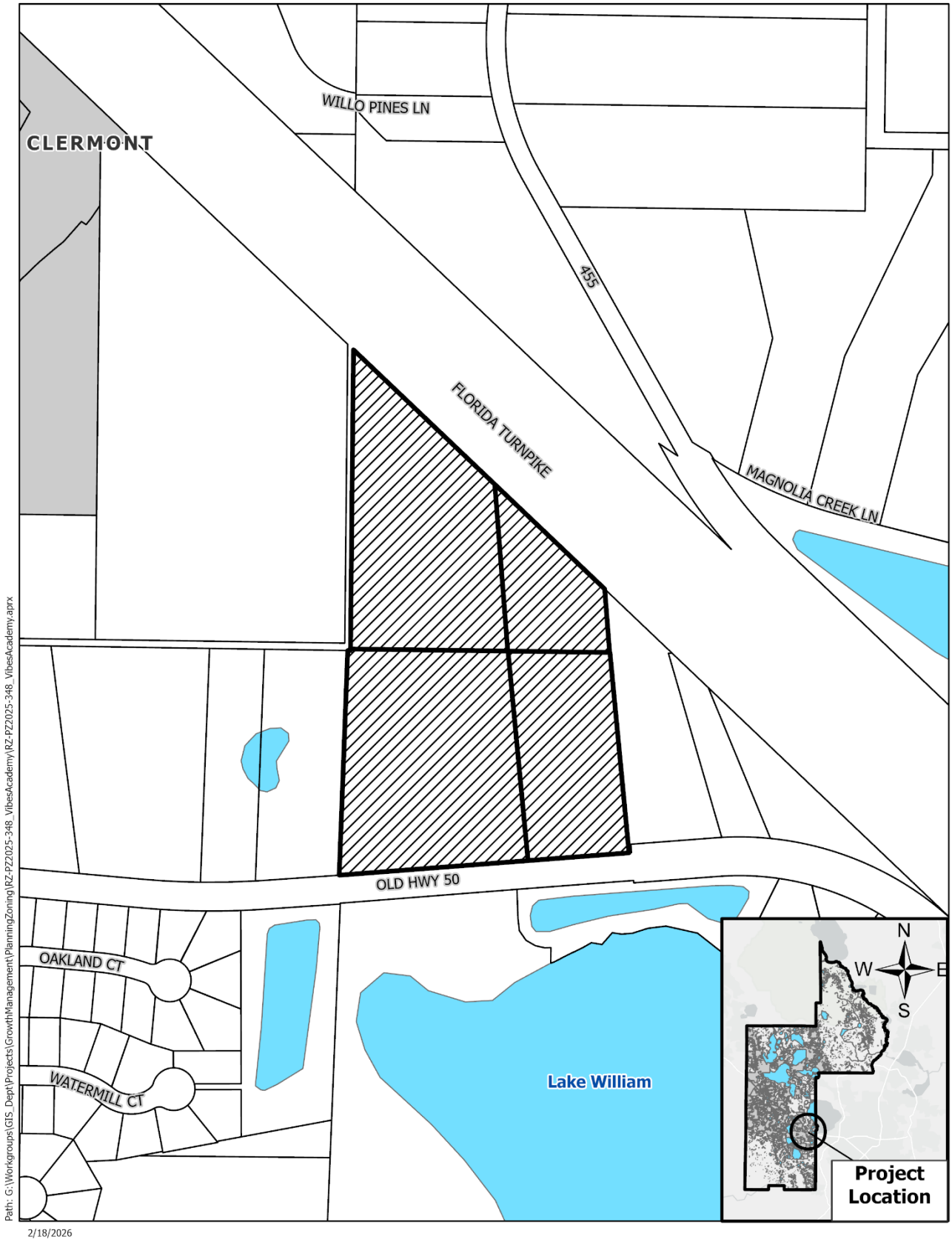


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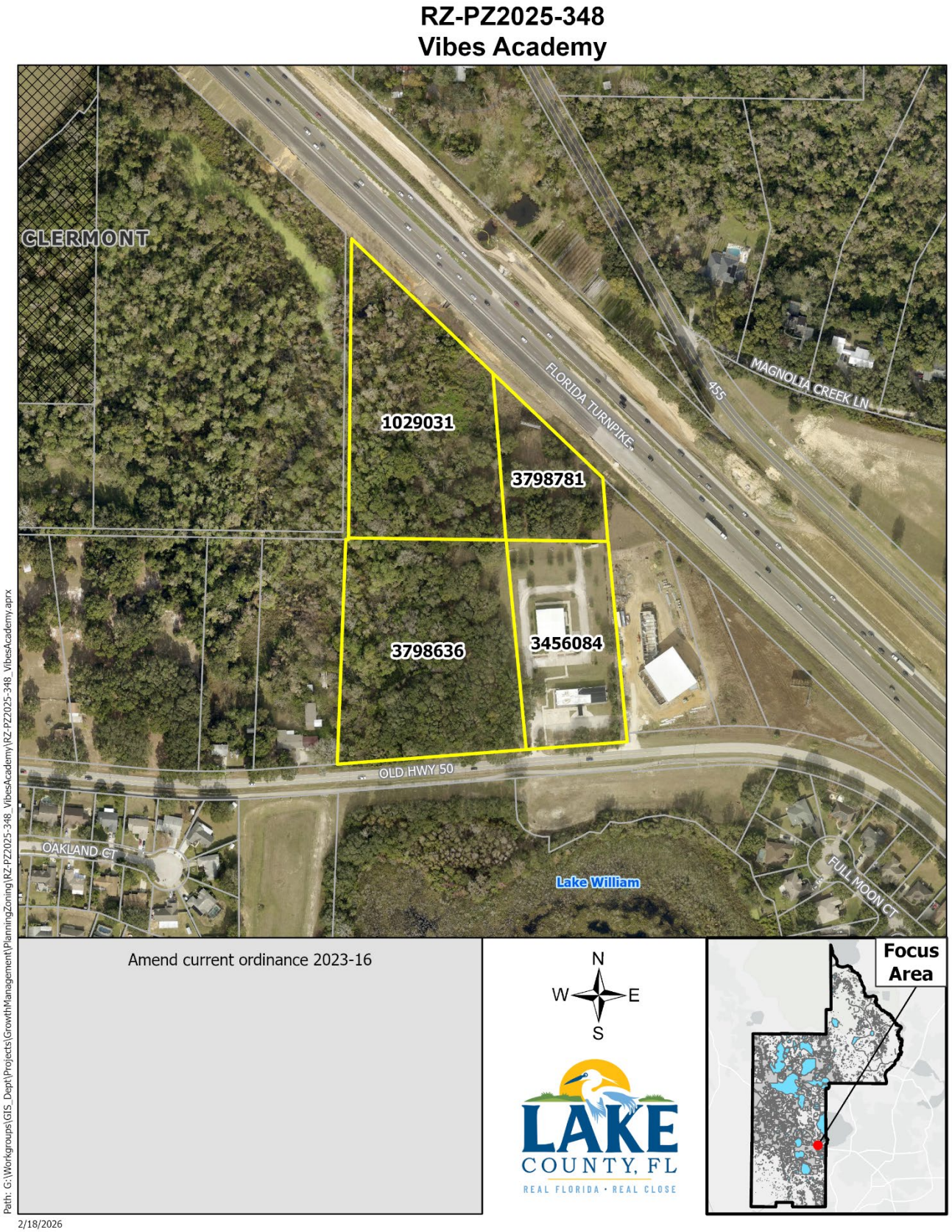
Project #2005010002, AR #1954 Page 6 of 6

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Map of Subject Property



Aerial Map of Subject Property



ORDINANCE 2026 - _____

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; AMENDING COMMUNITY FACILITY DISTRICT ORDINANCE #2023-16 TO FACILIATE EDUCATIONAL USES FOR PROPERTY IDENTIFIED AS ALTERNATE KEY NUMBER(S) 3456084, 1029031, 3798781, AND 3798636; LOCATED IN SECTIONS 9/14, TOWNSHIP 22 SOUTH, RANGE 26 EAST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Daniel Meehan, (the "Applicant") submitted a rezoning application on behalf of Clermont Baptist Church, Inc (the "Owner"), to amend the Community Facility District (CFD) Ordinance #2023-16 to revise the permitted use of the property to include religious education and educational; and

WHEREAS, the subject property consists of approximately 16.12 +/- acres located in the unincorporated Clermont area in Sections 9/14, Township 22 South, Range 26 East, known as Alternate Key Number(s) 3456084, 1029031, 3798781, and 3798636, and more particularly described in Exhibit "A" – Legal Description; and

WHEREAS, the property is located within the Urban Low Density Future Land Use Category; and

WHEREAS, on December 18, 2001, the Lake County Board of County Commissioners approved CFD Ordinance #2001-154; and

WHEREAS, on March 27, 2012, the Lake County Board of County Commissioners approved CFD Ordinance #2012-19; and

WHEREAS, on March 7, 2023, the Lake County Board of County Commissioners approved CFD Ordinance #2023-16; and

WHEREAS, the Lake County Planning and Zoning Board did on the 3rd day of June 2026, review Petition PZ2025-348; after giving Notice of Hearing on petition for a change in the use of land, including notice that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 14th day of July 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning and Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved.

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

Section 1. **Terms:** The County Manager or designee shall amend Community Facility District Ordinance #2023-16 for the property described in Exhibit "A". The uses of the property will be limited to those uses specified in this Ordinance and generally consistent with the Conceptual Plan attached as Exhibit "B". To the extent there are conflicts between Exhibit

"B" and this Ordinance, this Ordinance will take precedence. The adoption of this Ordinance shall revoke and replace CFD Ordinance #2023-16.

A. Permitted Land Uses.

1. House of Worship
2. Religious Education
3. Educational Uses
    a. Community Educational Outreach and Support
    b. Training Programs
    c. Daycare/Preschool/Non-Traditional School (ages K-12)
        i. Operating Hours: Monday-Friday from 7:30 a.m. to 2:30 p.m.
        ii. Total Student enrollment not to exceed forty (40) students
    a. Educational Classrooms
    b. Student Resource Center (Library, Computer Lab)
4. Specific Accessory Uses:
    a. Worship Center
    b. Gymnasium
    c. Social Hall
    d. Kitchen
    e. Administrative Offices
    f. 175-foot Monopole Communications Tower
5. Accessory uses directly associated with the above uses may be approved by the County Manager or designee.
6. Any other use of the site not specified above will require approval of an amendment to this Ordinance by the Board of County Commissioners.

B. Specific Conditions:

1. The Board of Adjustment (BOA) approved Variance request (VAR-22-21-2) to allow for a proposed monopole tower not to be centrally located on the parent parcel; and to LDR Section 15.02.04(J) to allow for a proposed monopole communication tower to exceed 140-feet in height, and to remove the camouflage requirement.
2. The monopole tower will be located no closer than 191'-5" on the North, 611'-4" on the South, 283'-3" on the East, and 469'-6" on the West.
3. The monopole tower is not to exceed 175 feet in height.

C. Open Space, Impervious Surface Ratio (ISR), Floor Area Ratio (FAR) and Building Height. Open space, ISR, FAR, and Building Height must be in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

D. Setbacks:

1. All setbacks must be measured from the property line.
    a. FRONT – 50 feet (minimum) from Old Highway 50 right-of-way.

b. REAR – 50 feet (minimum) from the Florida Turnpike right-of-way.

c. SIDES – 10 feet (minimum).

2. The minimum wetland setback is 50 feet from jurisdictional wetland line.

3. Any setback not specified must be in accordance with the LDR, as amended.

E. Landscaping, Buffering, and Screening. The developed site may continue in its current state of landscaping, buffering, and screening. All future development shall be in accordance with the Comprehensive Plan and LDR, as amended, including but not limited to the provisions below.

1. Drought tolerant, native trees and drought tolerant, native vegetation shall be utilized for all street trees, landscape buffers, and stormwater retention/detention areas.

2. Best Management Practices for native landscaping and "right plant-right place" landscaping techniques shall be utilized in the design and installation of invasive exotic plant species in all landscape plantings is prohibited.

3. Smart Irrigation Best Management Practices shall be utilized for all landscape irrigation and shall incorporate soil moisture and rain sensors into the irrigation design.

4. Landscaping and screening shall be in accordance with the Comprehensive Plan and LDR, as amended.

5. East and South Landscape Buffer shall be consistent with Land Development Regulations (LDR) as amended.

6. West and North Landscape Buffer: No buffer required.

7. Existing trees may be used to meet the above tree requirements in accordance with the Land Development Regulations (LDR), as amended.

F. Transportation and Access Management:

1. The developer shall be required to provide a School Zone Assessment in compliance with Chapter 15 of the Florida Department of Transportation (FDOT) Speed Zoning for Highways, Roads, and Streets in Florida. The developer shall be responsible for the permitting, design, and construction for any road improvements determined on the report and maintenance of any necessary school zone signage and stripping. All signage and striping shall comply with Lake County and FDOT specifications.

2. The current AADT 2025 is 10363. An eastbound left turn lane from Old Highway 50 to the Site shall be required for safety.

3. Impact of the development may generate right-of-way dedication to provide 50 feet from centerline of Old Highway 50.

4. The westbound right turn lane from Old Highway 50 to the site shall be accommodated for any future expansion.

5. Access management shall be in accordance with the LDR, as amended.

G. Stormwater Management.

1. The stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.

2. The Owner shall be responsible for any flood studies required for developing the site and comply with FEMA, Comprehensive Plan and LDR, as amended. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

H. Parking Requirements. Parking surfaces may be grass or other pervious material, except as required for handicapped accessibility. Stacking of vehicles along Old Highway 50 to await entry to the property is strictly prohibited.

I. Utilities. The subject property will continue to be serviced by the existing septic, until such time as (1) the septic system reaches end of life and requires replacement and (2) central or public sewer service becomes available, in accordance with the Comprehensive Plan and LDR, as amended. If the existing septic is at end of life, and municipal utilities are not available, the septic shall be replaced with a Distributed Wastewater Treatment System (DWTS). The owner or its successors or assigns shall be responsible for the operation an maintenance of the DWTS unless the County voluntarily agrees to assume the same with approval of the Board of County Commissioners.

J. Environmental Requirements.

1. Open space shall be in accordance with the Comprehensive Plan, as amended.

2. An environmental assessment dated within six (6) months of the date the development application is submitted will be required to demonstrate the presence of vegetation, soils, threatened and endangered species that may exist on the site.

K. Noise. A noise study shall be required at the time of site plan submittal and Owner shall be required to undertake any necessary remediation measures identified in the noise study. No amplified sound is permitted outside of a fully enclosed structure after 10:00 p.m. All amplified sound during an event, whether indoor or outdoor, must comply with the following:

1. A violation of this section occurs when amplified sound is plainly audible at a distance of twenty-five (25) feet or more from the property line. Violations of this section constitute a violation of the Conditional Use Permit and may be enforced through any legally available means, including the issuance of civil citations, notices of violation to appear before the Code Enforcement Special Master, or proceedings to revoke this Conditional Use Permit. The method of enforcement is at the sole discretion of the County.

2. A*mplified Sound s*hall mean sound and sound volume that is increased by any electric, electronic, mechanical, or motor-powered means, to include sound that is produced by a radio, tape player, compact disc player, portable music or video player, cellular telephone, tablet computer, laptop computer, stereo, television, musical instrument, speaker, or other mechanical or electronic sound-making device, instrument, or other machine or device, used for the production, reproduction, or emission of sound which disturbs the peace, quiet, and comfort of other residents.

3. *Plainly Audible* means any electronically amplified sound that can be clearly heard by an officer using his normal hearing faculties not enhanced by any device. Where distance measurements are required by this section to determine whether sound is plainly audible, measurements shall be taken in accordance with the following requirements:

a. A law enforcement or code enforcement officer must have a direct line of site to the location of the noise (i.e., the event venue, barn, or the speaker), so that the officer can readily identify the distance involved.

b. The law enforcement or code enforcement officer need not determine the particular words or phrases being produced or the name of any song or artist producing the sound. The detection of a rhythmic bass reverberating type sound is sufficient to constitute a plainly audible sound.

L. Lighting. All development will adhere to the dark-sky principles set forth in Section 3.09.00, Land Development Regulations, as amended.

M. Signage. All signage must be in accordance with the LDR, as amended.

N. Clermont Joint Planning Area: All requirements of the Clermont Joint Planning Area Land Development Regulations shall apply, unless otherwise specified herein.

O. Lake Apopka Basin Overlay District: Development will comply with the requirements of Objective I-6.3, Lake County Comprehensive Plan, and Section 6.15.00, LDR, as amended, pertaining to the Lake Apopka Basin Overlay District.

P. Concurrency Management Requirements. Any development must comply with the Lake County Concurrency Management System, as amended.

Q. Development Review and Approval. Prior to the issuance of any permits, the Owner shall apply for the necessary and appropriate development order generally consistent with the Conceptual Plan attached as Exhibit "B" for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

R. Future Amendments to Statutes, Code, Plans, and/or Regulations. The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County LDR shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

Section 2. Conditions.

A. After establishment of the facilities as provided in this Ordinance, the property identified in this Ordinance may only be used for the purposes identified in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above-described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance will ensure the benefit of and will constitute a covenant running with the land and the terms, conditions, and provisions of this Ordinance, and will be binding upon the present Owner and any successor and will be subject to each condition in this Ordinance.

D. The transfer of ownership or lease of any or all the property described in this Ordinance must include in the transfer or lease agreement a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may

request a change from the existing plans and conditions by following procedures contained in the LDR, as amended.

E. The Lake County Code Enforcement Special Master will have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. **Severability.** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Ordinance.

Section 4. **No Estoppel.** Approval of this ordinance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

Section 5. **Filing with the Department of State.** The clerk is hereby directed to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. **Effective Date.** This Ordinance shall become effective upon recordation in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

ENACTED this _____day of _____, 2026.

FILED with the Secretary of State _____, 2026.

EFFECTIVE _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

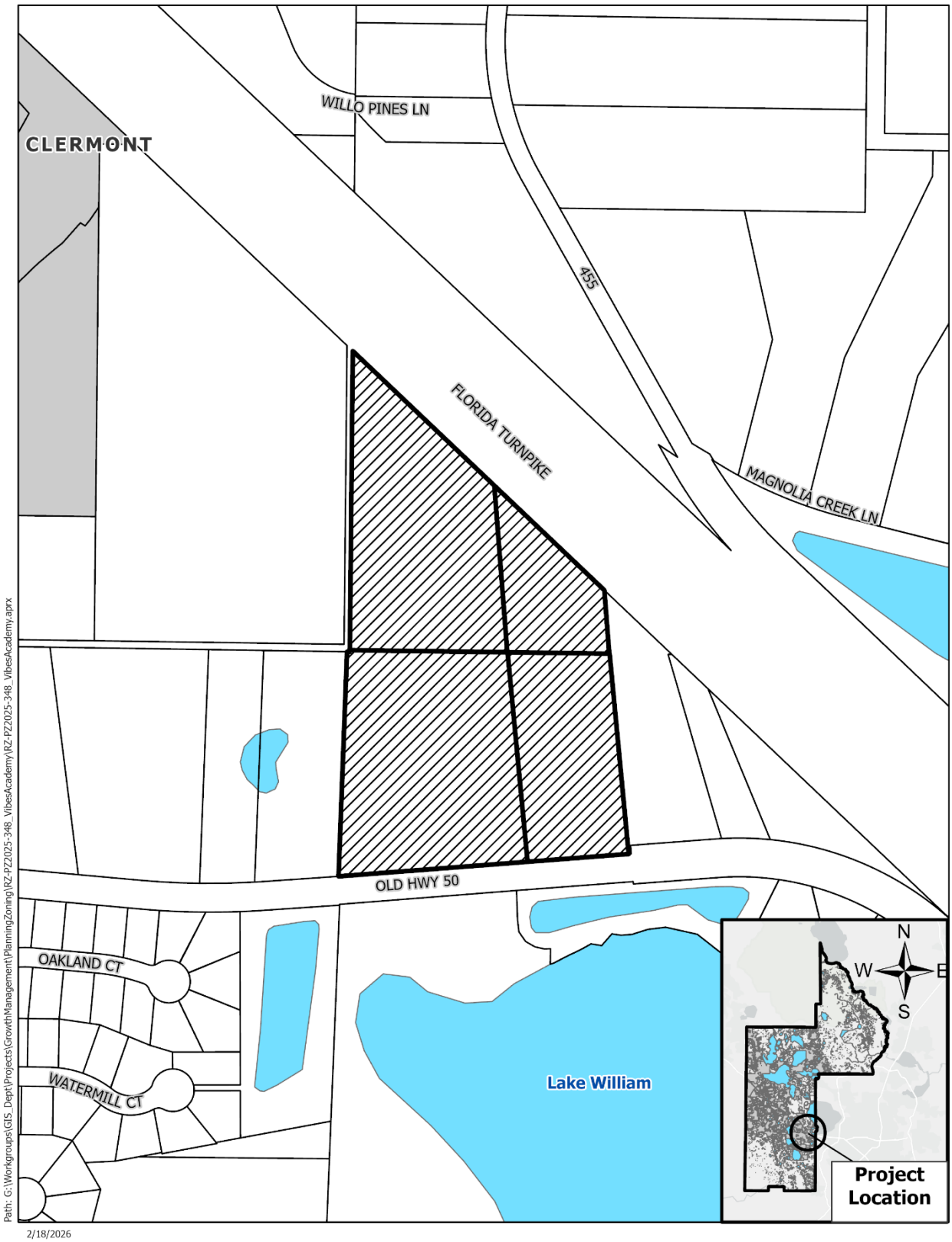
APPROVED AS TO FORM AND LEGALITY

_____
MELANIE MARSH, COUNTY ATTORNEY

EXHIBIT "A", LEGAL DESCRIPTION.

LOT 2:
THAT PORTION OF THE SOUTH 1155.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND, THAT PORTION OF TRACTS 7 AND 8, ACCORDING TO THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 4, PAGE 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, RUN N00°26'15"W, ALONG THE WESTERLY BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 779.22 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE S47°22'04"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 504.42 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE S47°22'04"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 392.15 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S05°26'42"E, 685.39 FEET TO THE NORTHERLY RIGHT-OF- WAY LINE OF STATE ROAD NO. 438; THENCE S84°33'18"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 262.01 FEET: THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN N05°26'42"W, 977.17 FEET TO THE POINT OF BEGINNING.
CONTAINING 5.00 ACRES MORE OR LESS.

LOT 3:
THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND, TRACT 8, ACCORDING TO THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 4, PAGE 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;
BEGIN AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, RUN N00°26'15"W, ALONG THE WESTERLY BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 779.22 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE S47°22'04"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 504.42 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S05°26'42"E, 977.17 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 438; THENCE S84°33'18"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 473.30 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE AFORESAID TRACT 8, AND THE WESTERLY BOUNDARY OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST; THENCE N01°18'41"E, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 587.82 FEET TO THE POINT OF BEGINNING. LESS THE SOUTHERLY 7.0 FEET THEREOF FOR ROAD RIGHT-OF-WAY.
CONTAINING 10.96 ACRES MORE OR LESS.


CLERMONT
WILLO PINES LN
455
FLORIDA TURNPIKE
MAGNOLIA CREEK LN
OLD HWY 50
OAKLAND CT
WATERMILL CT
Lake William
N
W
E
S
Project Location
Path: G:\Workgroups\GIS_Dept\Projects\GrowthManagement\PlanningZoning\RZ-PZ2025-348_VibesAcademy\RZ-PZ2025-348_VibesAcademy.aprx
2/18/2026

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Exhibit "B" – CONCEPTUAL PLAN.

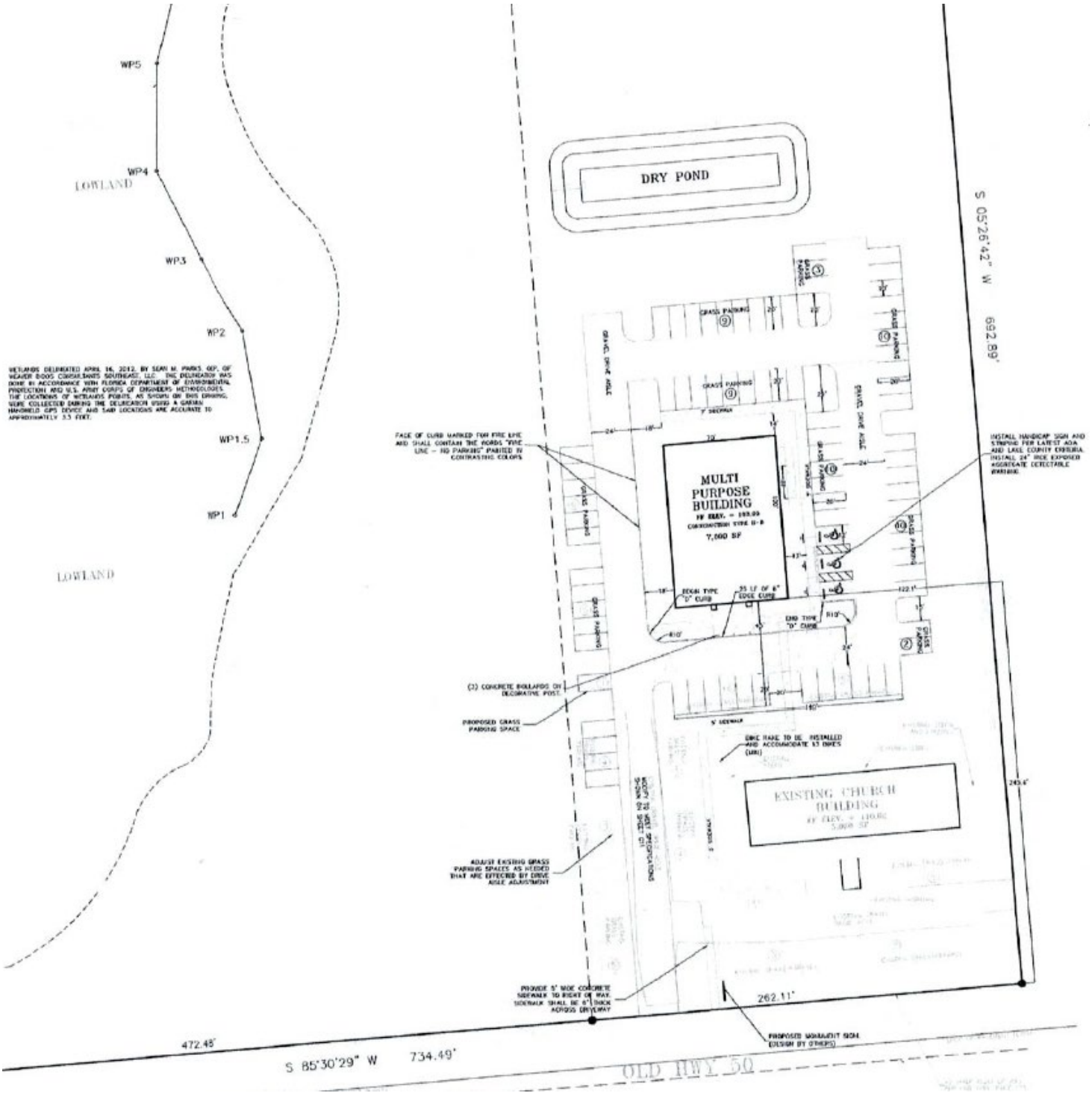
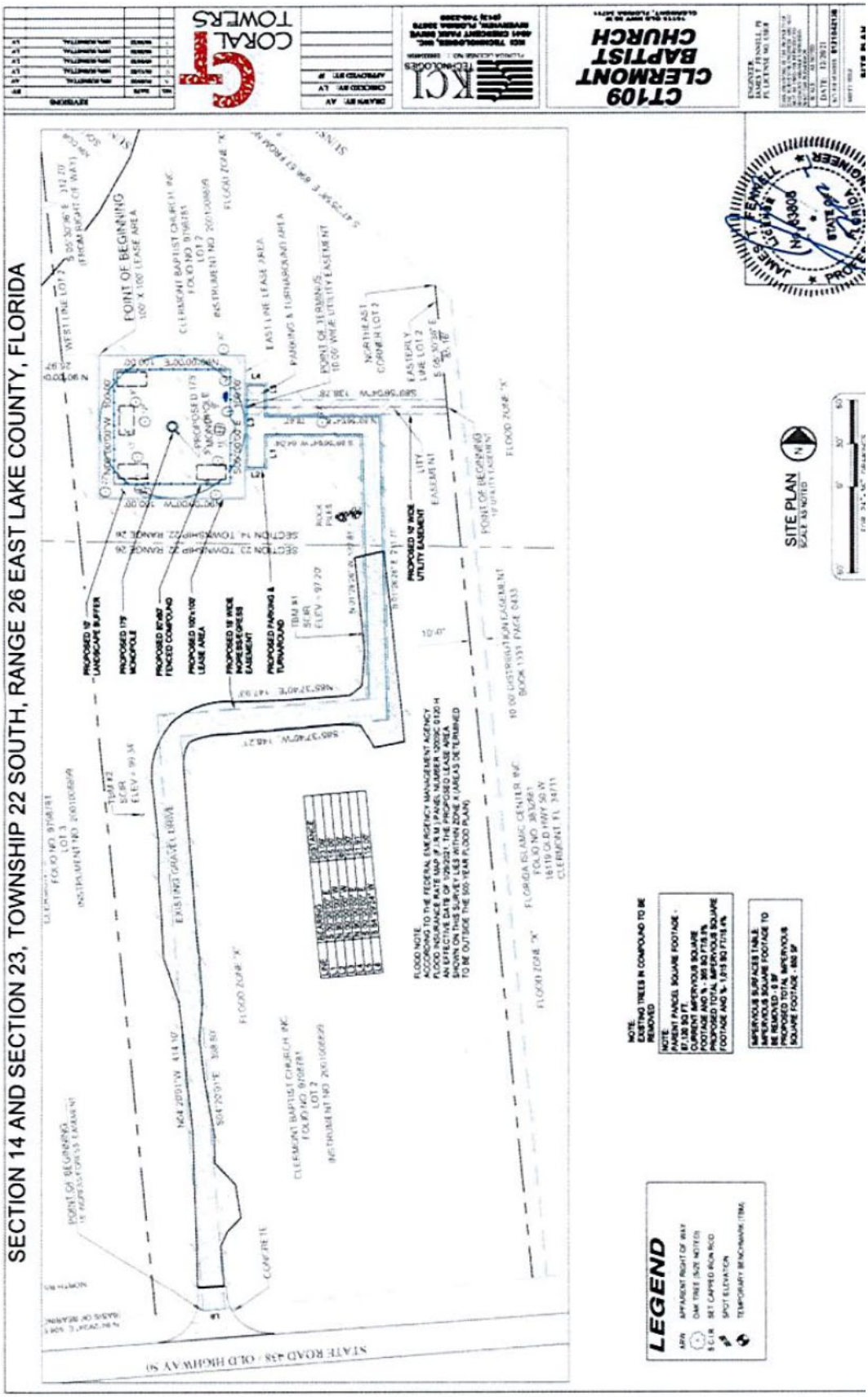


Exhibit "B" – CONCEPTUAL PLAN CONT.



Tab Number:	3
Public Hearings:	Planning & Zoning Board (PZB): June 3, 2026
	Board of County Commissioners (BCC): July 14, 2026
Case No. and Project Name:	PZ2023-232, Hartle Hills Apartments
Commissioner District:	District 2 – Sean M. Parks
Applicant(s):	Tara Tedrow
Owner(s):	Burton B. Hartle, Benson K. Hartle, Allan H. Hartle, and Miriam F. Condron
Requested Action:	Amend the Future Land Use Map (FLUM) on approximately 17.89 +/- acres from the Regional Office Future Land Use Category to Planned Unit Development (PUD) to facilitate a development program for Hartle Hills Apartments, a 212-unit multi-family apartment complex with associated amenities.
Staff Determination:	Staff finds the request consistent with the Land Development Regulations (LDR) and Comprehensive Plan.
Case Manager:	James Frye, Planner II (Previous Case Manager)
	Leslie Regan, Senior Planner (Current Case Manager)
PZB Recommendation:	Approved on the Regular Agenda Unanimously

Subject Property Information

Size:	17.89 +/- acres
Location:	North of State Road 50 and west of County Road 455, in the unincorporated Clermont area
Alternate Key No.:	1724899
Current Future Land Use:	Regional Office (Attachment “A”)
Proposed Future Land Use:	Planned Unit Development (PUD) (Attachment "B”)
Current Zoning District:	Agriculture (A) (Attachment “C”)
JPA/ISBA:	City of Clermont ISBA and JPA
Overlay:	Lake Apopka Basin Overlay District (Attachment “D”)

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Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Regional Office	Planned Unit Development (PUD) and Heavy Industrial (HM)	Self-Storage	Ordinance #2020-39 Clermont Self Storage
South	Regional Commercial	Planned Commercial (CP)	Commercial and Stormwater Tract	CP Ordinance #2001-142 Stormwater Retention Area Tract, Daycare Center, Retail Commercial
East	City of Clermont	City of Clermont	Commercial	Carmax, East Towne Center Shopping Mall, east of CR 455
West	Regional Office and Urban Low Density	Planned Commercial (CP) by Ordinance # 2009-63; and Agriculture (A)	Commercial Warehouse and Office Use, Vacant Parcel, Right-of-Way	Clermont Commerce Center, Vacant Parcel, Right-of-Way within Lake Highlands Company Plat

-June 3, 2026 Planning and Zoning Board (PZB) Meeting Summary-

Staff present the case under the regular agenda. Applicant presented and answered questions from the PZB. The PZB voted to approve the agenda item unanimously.

Staff Analysis

The subject parcel is identified by Alternate Key Number 1724899, zoned Agriculture District (A), designated with a Regional Office Future Land Use Category (FLUC), located within the State Road 50 Major Commercial Corridor, and located within the Lake Apopka Basin Overlay District. The subject parcel is generally located north of State Road (SR) 50 and west of County Road (CR) 455, in the unincorporated Clermont area of Lake County. The subject parcel is currently vacant and undeveloped. The subject parcel is located within the Clermont JPA and ISBA.

The Applicant has applied for a Small-Scale Future Land Use Amendment on approximately 17.89 +/- gross acres as depicted on the Concept Plan (Attachment "E") to facilitate the proposed development for 212-unit multi-family apartment complex as indicated in the Applicant's Project Narrative (Attachment "F"). The requested action proposes to amend the Future Land Use Category from Regional Office to Planned Unit Development (PUD) and amend associated Comprehensive Plan policies in order to incorporate the proposed development program.

The Concept Plan depicts the overall development plan that identifies the overall development program, ten (10) multi-family apartment buildings containing a total of 212-units. Additionally, the Concept Plan includes amenities such as a clubhouse, pool, tot lot, pickle ball court, dog park, butterfly garden, and community garden. Approximately 2.78 acres of wetlands are present on the northern portion of the property and a 50-foot wetland buffer is shown on the Concept Plan. The Concept Plan emphasizes that a minimum of 25% of the overall developable acreage will be dedicated as open space, with a maximum Impervious Surface Ratio (ISR) of 65% for the entire site.

The Applicant provided a Project Narrative for the Small-Scale Future Land Use Amendment request as shown on Attachment "F", which provides a response to the Standards for Review. The Justification Narrative includes details regarding the proposed development, amenities to be provided, and consistency with the Comprehensive Plan and Land Development Regulations.

Table 1. Existing and Proposed Development Standards.

	Future Land Use Category	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space	Building Height
Existing	Regional Office	Limited residential use may be allowed in mixed-use commercial buildings or as stand-alone multi-family units as part of a mixed-use development*	N/A	75%	15%	75 Feet
Proposed	Planned Unit Development (PUD)	N/A	212-unit multi-family complex with associated amenities	65%	25%	45 Feet

*Pursuant to Comprehensive Plan Policy I-1.3.6 Regional Office Future Land Use Category, limited residential use may be allowed in mixed-use commercial buildings or as stand-alone multi-family units as part of a mixed-use development; new single-family dwellings shall not be allowed. Lawfully existing single-family dwellings and accessory structures may be expanded, renovated or replaced provided they meet all other requirements within this Comprehensive Plan. Existing lots lawfully developed with single-family dwellings may not be further subdivided for residential purposes. Multi-family residential development shall be constructed only after or simultaneously with construction of commercial uses. The total number of multi-family dwelling units shall be no more than one (1) unit per 10,000 square feet of Gross Leasable Area of commercial space and the allowed F.A.R. shall not be applied to such residential areas.

The subject property is located within the City of Clermont Joint Planning Area (JPA) and Interlocal Service Boundary Agreement (ISBA), and the application was provided to the City of Clermont for review and comment. The City of Clermont provided the following comment: "*The City of Clermont does not oppose this project if it is developed according to the approved utility agreement with the City of Clermont*."

Standards for Review (LDR Section 14.02.03)

A. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

The **Future Land Use Element** seeks to ensure compatibility between densities and intensities of development, providing for land use transitions as appropriate to protect the long-term integrity of both urban and rural areas; promote the conservation and preservation of Lake County's natural and cultural resources; and direct compact development to established urban areas to prevent sprawl. The Small-Scale Land Use Amendment request is consistent with Comprehensive Plan Objective I-7.14 entitled Planned

Unit Development Future Land Use Series, which states that the PUD FLUC designation shall be conditioned on the development proposal being reviewed as a PUD zoning district with a corresponding ordinance. The Small-Scale Land Use Amendment request was submitted concurrent with a site-specific proposed rezoning to PUD being presented under a separate cover.

The proposed request is consistent with Comprehensive Plan Policy I-7.14.1 entitled Standards for Review for the Planned Unit Development Future Land Use Category, as the proposed PUD FLUC will allow the property to be developed in a manner consistent with adjacent development to the northeast and south of the subject parcel. The Applicant provided additional insight into the consistency of the proposed amendment with the surrounding land uses in the Project Narrative (Attachment "F") and the Concept Plan (Attachment "E").

The subject parcel is located within the Lake Apopka Basin Overlay District and the request is consistent with Comprehensive Plan Policy I-6.3.4, entitled Permitted Uses within the Lake Apopka Basin Overlay District and Policy I-6.3.6 entitled Resource Protection Standards in the Lake Apopka Basin Overlay District. Residential uses are permitted uses within the Lake Apopka Basin Overlay District, provided that development is clustered on the landward portion of the property, and away from environmentally sensitive features and habitat. The proposed development is clustered away from the existing wetlands on the subject parcel and provides a 50-foot buffer around the wetlands, with no development within the buffer.

The proposed amendment is consistent with the Future Land Use Element.

The project proposes a density of +/- 11.85 units per gross acres. Table 2 compares the proposed development to existing development in the vicinity of the subject parcel.

Table 2. Adjacent and Surrounding Subdivisions

Project Name	Gross / Net Acres	Unit Count	Gross Density	Min. Lot Size	Vicinity
East Clermont Village Apartments	+/- 24.48 gross acres	288 Multifamily Units	11.76 DU/Acre	N/A	Clermont
Hartle Groves Apartments (Advenir at Castle Hill)	+/- 25.31 gross acres	431 Multifamily Units	17.03 DU/Acre	N/A	Clermont

The **Capital Improvements Element** seeks to maintain adopted level of service standards and ensure public facilities and services are available concurrent with development. The proposed development will not be issued a final development order by the County unless there is sufficient capacity of public facilities to meet the standards for levels of service for the existing population and for proposed development. The proposal is consistent with the Capital Improvements Element.

The **Conservation Element** is intended to provide a framework for the ongoing monitoring, management, and use of the County's natural resources. A Wetland Delineation was provided by the Applicant. The report indicated that there are approximately 2.7-acres of wetland, and the area has been delineated onsite. The Concept Plan indicates the wetland area and includes the appropriate 50-foot buffer that is required to protect and preserve natural resources. The proposed amendment is consistent with the Conservation Element.

The **Economic Element** seeks to strengthen the County's position as a business center for Central Florida by aggressively pursuing opportunities and building collaborative relations with regional allies. The proposed residential subdivision introduces housing to accommodate different segments of the population and Lake County's growing population as indicated in the Applicant's Project Narrative (Attachment "F").

The proposed amendment is consistent with the Economic Element.

The **Housing Element** is intended to guide Lake County in developing appropriate goals, objectives and policies that demonstrate the County's commitment to meet the identified needs of all its residents. The proposed multifamily development introduces necessary housing to a densely developed area as indicated in the Applicant's Project Narrative (Attachment "F"). The proposed amendment is consistent with the Housing Element.

The **Intergovernmental Coordination Element** strives to promote coordination between Lake County and other local, state, regional, and federal government entities. The subject property is located within the Clermont Joint Planning Area (JPA). The application was provided on September 9, 2024, to the City of Clermont for determination of consistency with their regulations. The proposed rezoning is consistent with the Intergovernmental Coordination Element.

The **Parks and Recreation Element** is intended to facilitate the development and management of parks and facilities for a recreation system that includes environmental lands, trails, and other recreational opportunities that meets the diverse needs of a growing community. The Concept Plan depicts a minimum of 25% of the subject property to be dedicated as open space. The proposed rezoning is consistent with the Parks and Recreation Element.

The **Transportation Element** is intended to emphasize the more efficient use of the existing transportation system and contributes to the wider national objectives of energy conservation, improved air quality, and increased social and environmental amenities. The property is surrounded by existing development and transportation systems. The application is consistent with the Transportation Element.

Transportation concurrence comments have been revised to reflect updated traffic data.

The standard Level of Service (LOS) for the impacted roadway of CR 455 is "D" with capacity of 1011 with impacted segment from CR 50/CR 455 to SR 50 operating at a v/c fifty-one percent (51%). This project will be generating approximately one hundred and nine (109) pm peak hour trips, in which sixty-nine (69) trips will impact the peak hour direction increasing the v/c ratio to fifty-eight percent (58%) with LOS of "C" (v/c 58 hence capacity is available). A Traffic Impact Analysis was received, and revision is required prior to site plan approval.

The **Public Facilities Element** is intended to ensure that public facilities are available to meet the needs of Lake County residents; public facilities in this element refer to aquifer recharge, potable water, sanitary sewer, solid waste, stormwater, and public-school facilities. The proposed development will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service to public facilities and services. The proposal is consistent with the Public Facilities Element.

B. Whether the proposed amendment is in conflict with any applicable provisions of these regulations.

The Map Amendment request and Concept Plan are consistent with LDR Section 14.02.00 entitled Comprehensive Plan Amendments, which contains standards for review of proposed Future Land Use Amendments.

C. Whether, and the extent to which, the proposed rezoning is inconsistent with existing and proposed land uses.

The proposed multi-family development is consistent with the surrounding established uses. See Table 2 above for surrounding uses.

The Applicant provided the statement below to demonstrate compatibility with the character of the neighborhood:

"As shown on Attachment "A", the immediate area around the Property has a mix of commercial/retail uses, such as Publix, CarMax, Mobil gas station, Bank of America, Rooms to Go, car dealerships, self-storage, RV Storage, and other professional offices and services. There are also existing multifamily residential developments across Hartle Road (CR 455) and across SR 50- Advenir at Castle Hill, located across SR 50, has 327 multifamily units and the Grove at Clermont, located directly across Hartle Road, has 258 total units. Moreover, there is existing RV storage and industrial uses to the north of the Property. The surrounding area is by and large intensely and densely developed, and the proposed Project is compatible with the character of such area.
Finally, the location of the Property fronting CR 455 is key because there is regional connectivity for residents to easily access other parts of the County either via SR 50 (which intersection is approximately 10-12 minutes from both Hwy 27 and the Turnpike) or via the newly constructed CR 455 bridge over the Turnpike. The construction of such bridge over the Turnpike underscores how this location is appropriate for the Project given the ease of accessibility for residents to daytime job opportunities both in and out of the City." (Attachment "D")

D. Whether there have been changed conditions that justify a amendment.

The proposed amendment is consistent with the surrounding area and accommodates Lake County's growing population by providing multi-family housing.

The Applicant provided the statement below to demonstrate compatibility with the character of the neighborhood:

"The Property is located around new multifamily development sites and existing commercial uses and is therefore compatible and consistent with the development patterns in the area. The construction of apartments in the past few years in the immediate vicinity of the Property underscore the compatibility of this request and the incompatibility of retaining an Ag zoning on this site." (Attachment "D")

E. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and fire and emergency medical facilities.

Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service to public facilities and services.

Water and Sewage

The City of Clermont has provided documentation (Attachment "G") indicating that the City has entered into a Utility Service Agreement for Water and Wastewater with the Applicant which complies with Comprehensive Plan Policy IX-3.1.1, Policy IX-3.2.1 and Policy IX-2.2.2.

Schools

Lake County Schools reviewed the application and determined that capacity is available, and School Concurrency Reservation is extended through July 1, 2025. (Attachment "H").

Parks

The proposed amendment is not anticipated to adversely impact park capacity or levels of service.

Solid Waste

The proposed request is not anticipated to adversely impact solid waste capacities or levels of service.

Public Safety

Lake County Fire Station # 90 is located less than one (1) mile from the subject property at 2150 Ray

Goodgame Parkway, Clermont, and will provide advanced life support should an emergency on the property demand this service. Fire protection water supply and emergency access will be addressed during the development review process.

Transportation Concurrency

Transportation concurrence comments have been revised to reflect updated traffic data.

The standard Level of Service (LOS) for the impacted roadway of CR 455 is "D" with capacity of 1011 with impacted segment from CR 50/CR 455 to SR 50 operating at a v/c fifty-one percent (51%). This project will be generating approximately one hundred and nine (109) pm peak hour trips, in which sixty-nine (69) trips will impact the peak hour direction increasing the v/c ratio to fifty-eight percent (58%) with LOS of "C" (v/c 58 hence capacity is available).

A Traffic Impact Analysis was received, and revision is required prior to site plan approval.

F. Whether, and the extent to which, the proposed rezoning would result in significant adverse impacts on the natural environment.

An environmental assessment will be submitted with the site plan application to indicate the presence of vegetation, soils, wetlands, threatened and endangered species on the site. Any required State permitting or mitigation will be obtained before development can commence. All sensitive resources will be addressed through the development review process. New development will be required to meet all criteria specified by the Comprehensive Plan and Land Development Regulations (LDR).

A Wetland Delineation was submitted by the Applicant. The report indicated that there are approximately 2.7-acres of wetland, and the area has been delineated onsite. The Concept Plan indicates the wetland area and includes the appropriate 50-feet buffer that is required to protect and preserve natural resources.

G. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

In their Project Narrative (Attachment "F"), the Applicant states that *"The Property is currently zoned Ag and is undeveloped. Any development of this Property as a market rate multifamily development would increase the site's and surrounding property's values."*

H. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

The proposed rezoning would not disrupt the existing orderly and logical development pattern of the area as the subject parcel is surrounded by existing development of varying commercial uses and is in proximity to existing multifamily development at the same or greater density than the proposed development.

The Applicant stated in the Project Narrative (Attachment "F") that, "*As described above, the surrounding area is by and large intensely and densely developed, and the proposed Project is compatible with the character of such area. Thus, a higher density residential development product placed in close proximity to amenities, services, jobs and transportation networks is not only orderly and logical, but directly in line with the County's desire to have these types of developments in urban cores.*"

I. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these Regulations.

The proposed rezoning application is in harmony with the general intent of the Comprehensive Plan and LDR as stated in Sections A through H above.

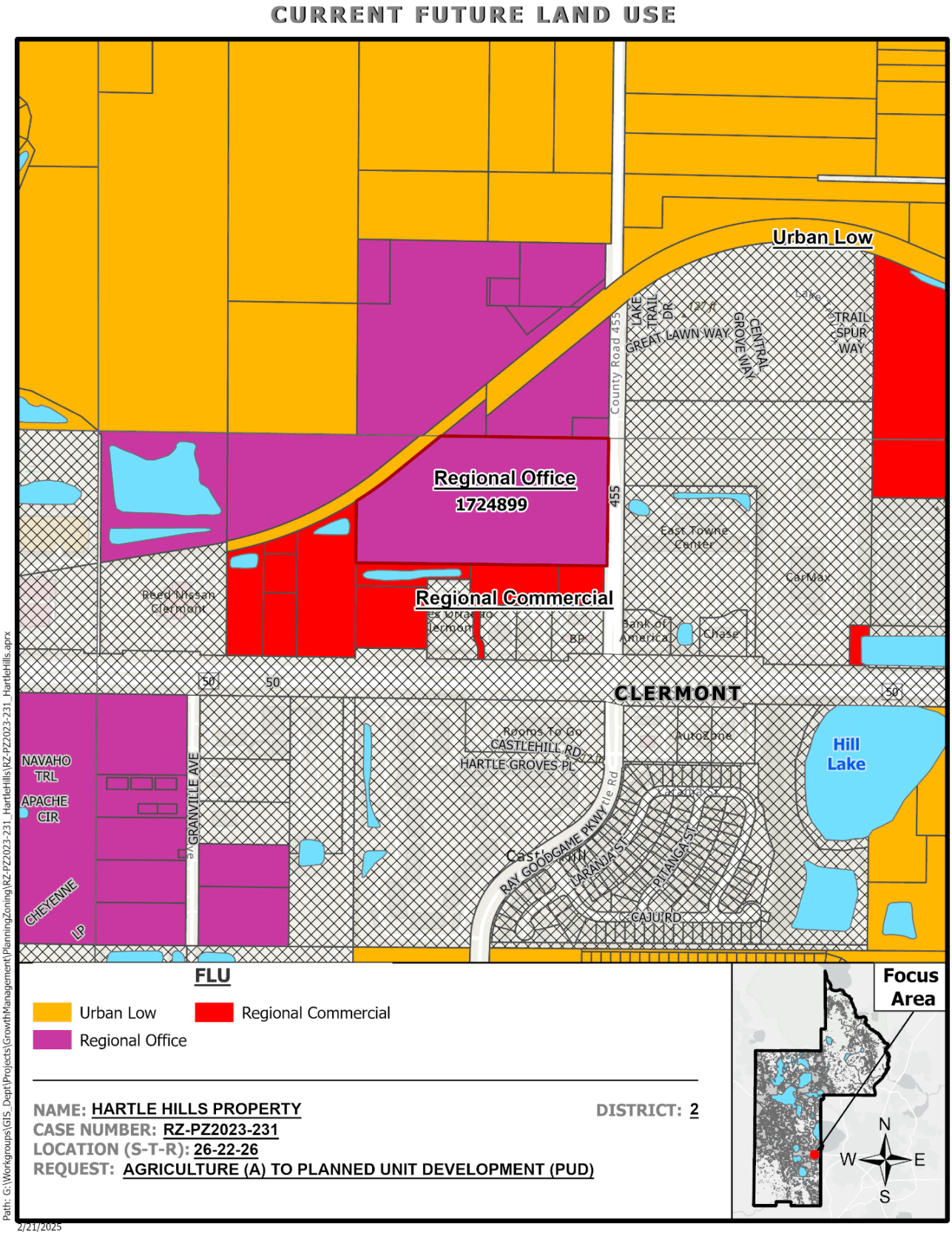
The Applicant stated in the Project Narrative (Attachment "F") that*, "The Project would not only satisfy a growing market demand, but would place much needed higher density housing in the most logical area*

of the County- i.e. within urban development areas. The rezoning would provide for a highly amenitized market rate rental product that serves the public interest and is in harmony with the County's Comprehensive Plan and LDRs."

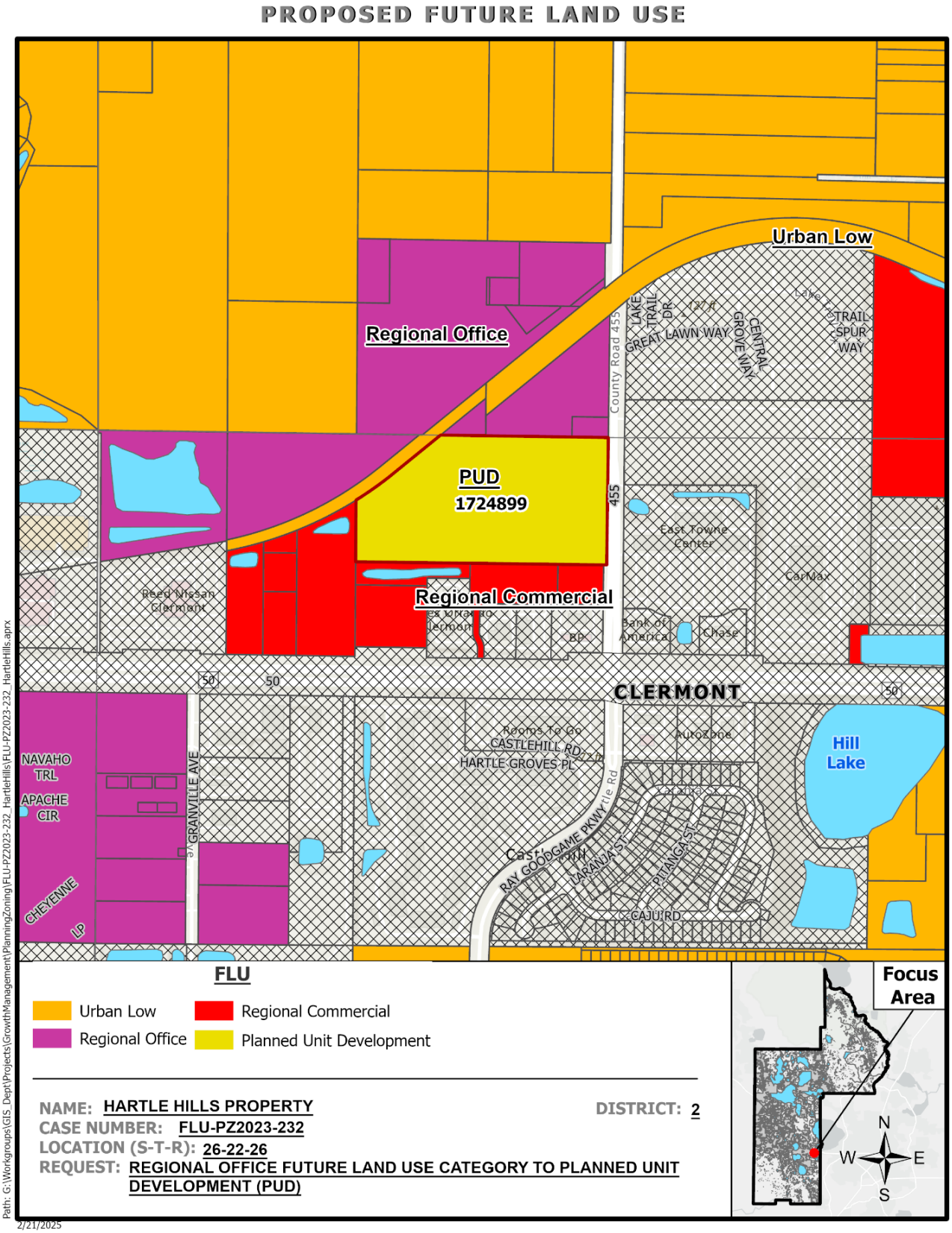
J. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

The proposed Comprehensive Plan Amendment application was submitted concurrent with a site-specific proposed rezoning to Planned Unit Development being presented under a separate cover.

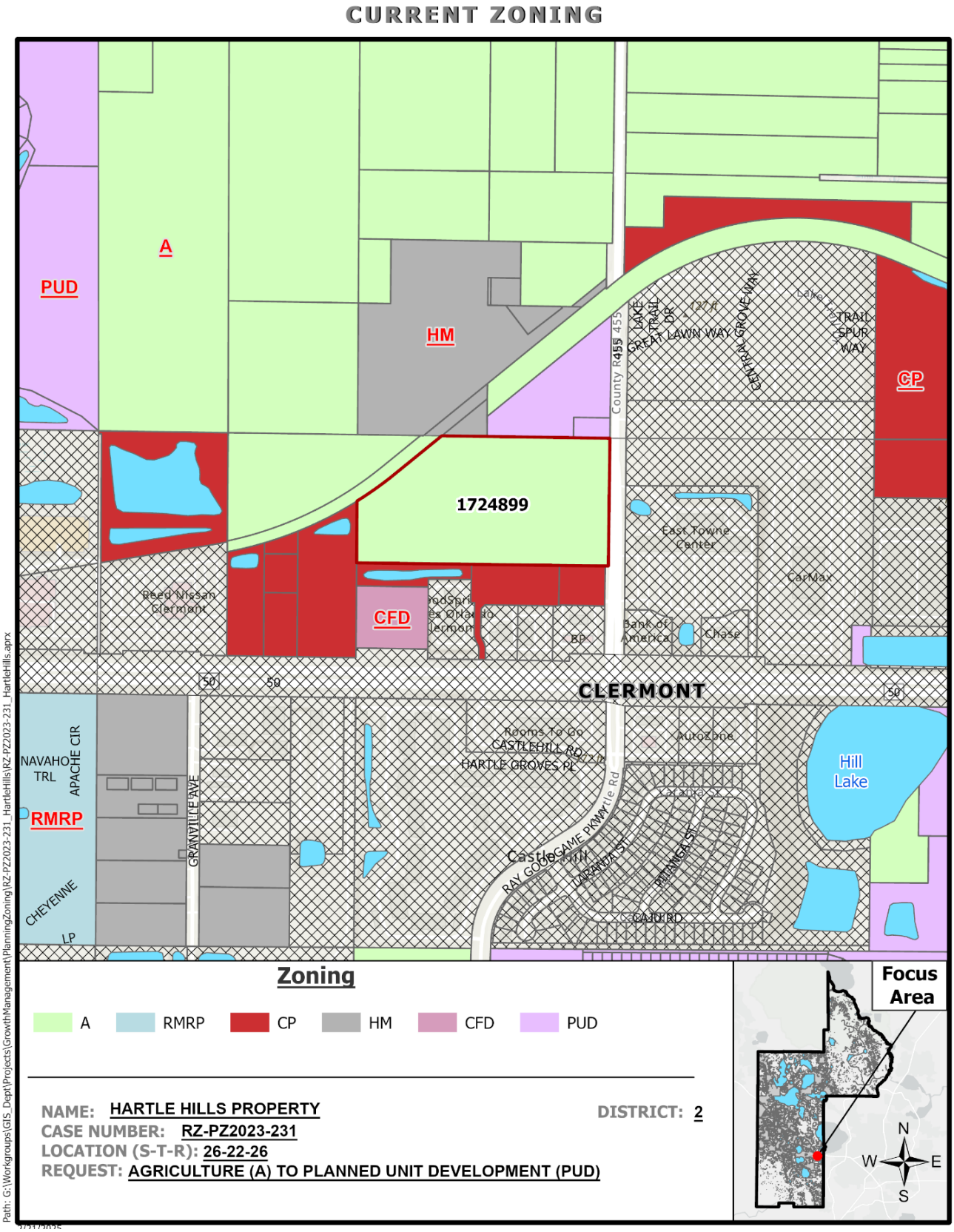
Attachment "A" – Future Land Use Map



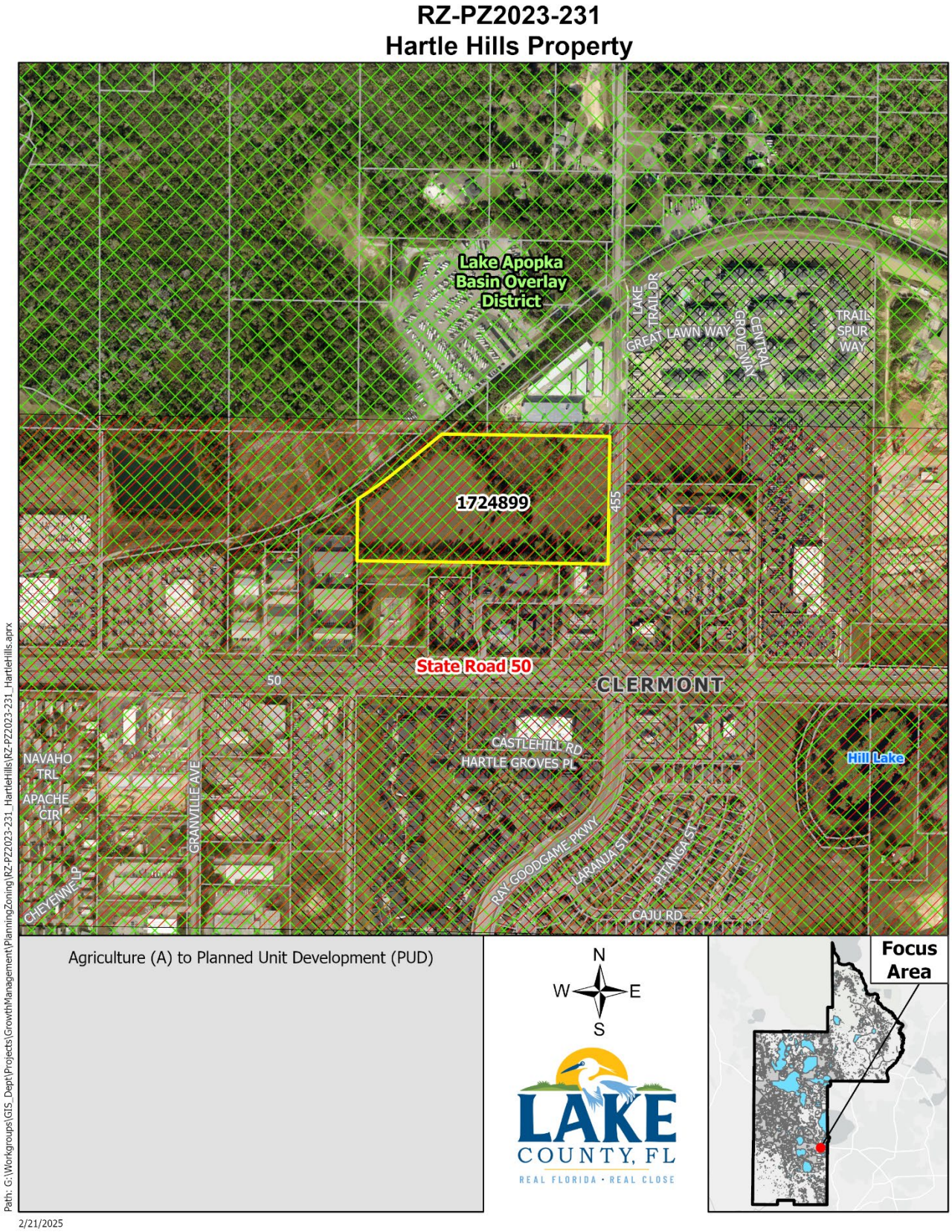
Attachment "B" - Proposed Future Land Use Map



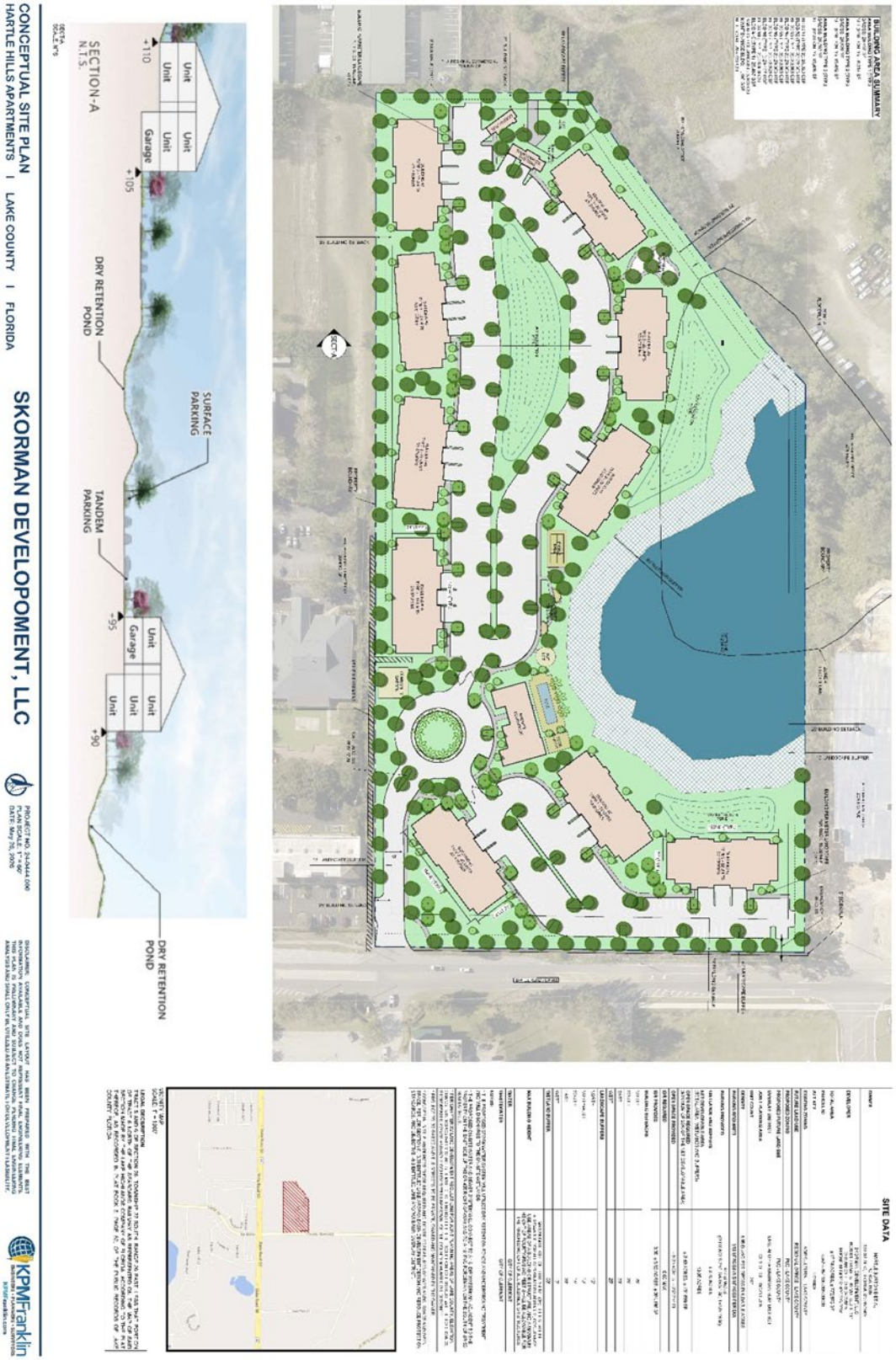
Attachment "C" – Zoning District Map



Attachment "D" - Overlay Districts Map



Attachment "E" - Concept Plan



Attachment "F" - Project Narrative (Page 1 of 5)

Hartle Hills- Updated November 2024

SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
AND REZONING JUSTIFICATION STATEMENT
HARTLE HILLS APARTMENTS
ALT KEY 1724899

The subject property is located in Lake County and consists of 17.89 acres comprised of ALT Key 1724899 (the "Property"). The Property has a current Future Land Use designation of Regional Office:



The Property is also zoned Agricultural:



The request is to develop the Property in a single phase with 212 market rate multifamily residential units (at a density of 11.85 dwelling units per acre) with extensive amenities, including a clubhouse, fitness center

Attachment "F" - Project Narrative (Page 2 of 5)

and resort style pool, an activity lawn and BBQ area, a pickleball or other sport court, tot lot, community garden, walking paths, dog park, bike and dog spa, yoga lawn and butterfly garden (the "Project"). The Project will also have access to the South Lake Trail, providing residents with access to a 43-mile greenway corridor and recreational trail for walking, running and biking. Because the Property is located within the Clermont Joint Planning Area, the concept plan submitted with the application package shows a development program that complies with the adopted JPA development code standards under Section 15.02.00 of the County's Land Development Regulations ("LDRs").

The Property currently cannot be developed under its existing entitlements; therefore, in order to develop the Project, a Future Land Use map amendment to Planned Unit Development ("PUD") and a rezoning to PUD are requested.

As requested by County staff, the following responses on compatibility and consistency are also being provided:

a. Whether the rezoning is in conflict with any applicable provisions of the Land Development Code.

The Project has been designed in compliance with the adopted JPA development code standards under Section 15.02.00 of the County's LDRs. The concept plan has also been updated based on the City of Clermont's staff review to ensure conformity with their code.

b. How the application is consistent with all elements of the Comprehensive Plan.

There are multiple Comprehensive Plan policies satisfied by this request, including:

- ***Goal I-1/Policy -1.1.3: Direct compact development to established urban areas to prevent sprawl and the loss of rural land.*** **– The Project is in a highly developed urban core, will utilize existing urban services, and does not constitute sprawl or the loss of any rural land.**
- ***Goal I-1/Policy I-1.1.4: Ensure compatibility between densities and intensities of development, providing for land use transitions as appropriate to protect the long-term integrity of both urban and rural areas.*** **- The Project is compatible with the surrounding developments, including the intensities of such developments, and will be an appropriate transition from the commercial developments fronting SR 50.**
- ***Policy 1-6.3.4: Residential, commercial, and office uses within designated areas provided that development is clustered on the landward portion of the property, and away from environmentally sensitive features and habitat.*** **- The Project is located ~4,800 from the nearest shoreline of Lake Apopka and proposed residential uses on the landward portion of the property away from environmentally sensitive features and habitat.**
- ***Policy 1-7.8.1: Within urban areas, Planned Unit Developments shall provide for innovative planning concepts of site development . . .to create aesthetically pleasing living, shopping, and working environments on properties of adequate size and location, consistent with other policies of this Comprehensive Plan.*** **- The Project is thoughtfully designed to provide extensive and premium amenities and open space for residents with direct accessibility to adjacent commercial businesses and services. The proximity of commercial to residential uses reduces dependence on vehicle travel to grocery shop, go the bank, or run other simple daily errands. The Project will also have access to the South Lake Trail System, providing residents with options for enjoying Lake County's natural charm and outdoor recreational opportunities.**
- ***Policy 1-7.8.1: The application for a PUD shall be accompanied by a conceptual site plan depicting important features including but not limited to the location of major roads, structures, and required open space. Approval of a PUD shall require that***

Attachment "F" - Project Narrative (Page 3 of 5)

development occur substantially as depicted on the proposed conceptual site plan.- **A conceptual site plan as required is included with the submittal and has been designed in compliance with the adopted JPA development code standards under Section 15.02.00 of the County's LDRs.**

c. How the proposed rezoning is inconsistent with existing and proposed land uses.

The proposed amendment is consistent with surrounding existing and proposed land uses. As shown on Attachment "A", the immediate area around the Property has a mix of commercial/retail uses, such as Publix, CarMax, Mobil gas station, Bank of America, Rooms to Go, car dealerships, self-storage, RV Storage, and other professional offices and services. There are also existing multifamily residential developments across Hartle Road (CR 455) and across SR 50- Advenir at Castle Hill, located across SR 50, has 327 multifamily units and the Grove at Clermont, located directly across Hartle Road, has 258 total units. Moreover, there is existing RV storage and industrial uses to the north of the Property. The surrounding area is by and large intensely and densely developed, and the proposed Project is compatible with the character of such area.

Finally, the location of the Property fronting CR 455 is key because there is regional connectivity for residents to easily access other parts of the County either via SR 50 (which intersection is approximately 10-12 minutes from both Hwy 27 and the Turnpike) or via the newly constructed CR 455 bridge over the Turnpike. The construction of such bridge over the Turnpike underscores how this location is appropriate for the Project given the ease of accessibility for residents to daytime job opportunities both in and out of the City.

d. A statement describing any changed conditions that would justify the rezoning.

As noted above, the Property is located around new multifamily development sites and existing commercial uses and is therefore compatible and consistent with the development patterns in the area. The construction of apartments in the past few years in the immediate vicinity of the Property underscore the compatibility of this request and the incompatibility of retaining an Ag zoning on this site.

e. Description of how the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.

The rezoning would not result in any burdens on public services. Services are available and in close proximity to the Property. The Property will be serviced for water and wastewater by the City of Clermont in accordance with that certain Utility Service Agreement for Water and Wastewater dated August 27, 2024. Moreover, school capacity has been reserved for 212 units through January 1, 2025.

f. Any impacts the rezoning application would affect the natural environment.

The Project has been designed in accordance with wetland setback and buffer requirement, as well as Lake Apopka Basin Overly standards, and preserves significant open space in an effort to protect and enhance the natural environment.

g. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

Attachment "F" - Project Narrative (Page 4 of 5)

The Property is currently zoned Ag and is undeveloped. Any development of this Property as a market rate multifamily development would increase the site's and surrounding property's values.

h. How the proposed rezoning would result in an orderly and logical development pattern.

As described above, the surrounding area is by and large intensely and densely developed, and the proposed Project is compatible with the character of such area. Thus, a higher density residential development product placed in close proximity to amenities, services, jobs and transportation networks is not only orderly and logical, but directly in line with the County's desire to have these types of developments in urban cores.

i. How the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

The Project would not only satisfy a growing market demand, but would place much needed higher density housing in the most logical area of the County- i.e. within urban development areas. The rezoning would provide for a highly amenitized market rate rental product that serves the public interest and is in harmony with the County's Comprehensive Plan and LDRs.

As further requested by County staff in their Response to Comments Letter dated September 12, 2024, the proposed development program is compliant with LDR Section 6.15.00 entitled Lake Apopka Basin Development Design and Resource Protection Standards, and Objective 1-6.3 entitled Lake Apopka Basin Overlay District. Compliance with applicable portions of LDR Section 6.15.00 are demonstrated as follows:

1. 6.15.03 limits multifamily developments within a half-mile of the lake shoreline, but the project is nearly one mile from the shoreline, so such limitations do not apply.
2. Section 6.15.04 has been or will be satisfied at permitting, as the only currently applicable subsection is (A) and the required fifty (50) foot natural buffer has been established upland of wetlands and between any development, as shown on the Concept Plan.
3. Moreover, the required connection to central water and sewer under Section 6.15.05 has been satisfied as the City of Clermont and the owners have executed a Utility Service Agreement for Water and Wastewater dated August 27, 2024.
4. Requirements for compliance with SJRWMD regulations for stormwater management under Section 6.15.06 shall be met at permitting.

Compliance with applicable portions of Comprehensive Plan Objective 1-6.3 are demonstrated as follows:

1. Pursuant to Policy 1-6.3.4, residential uses are permitted so long as development is designed away from environmentally sensitive features and habitat, which is provided for on the Concept Plan.
2. Policy I-6.3.6 is satisfied as the required fifty (50) foot natural buffer has been established upland of wetlands and between any development, as shown on the Concept Plan and native and "right plant-right place" landscaping is required as a condition of the PUD zoning ordinance.
3. Requirements for compliance with SJRWMD regulations for stormwater management under Policy 1-6.3.8 shall be met at permitting.

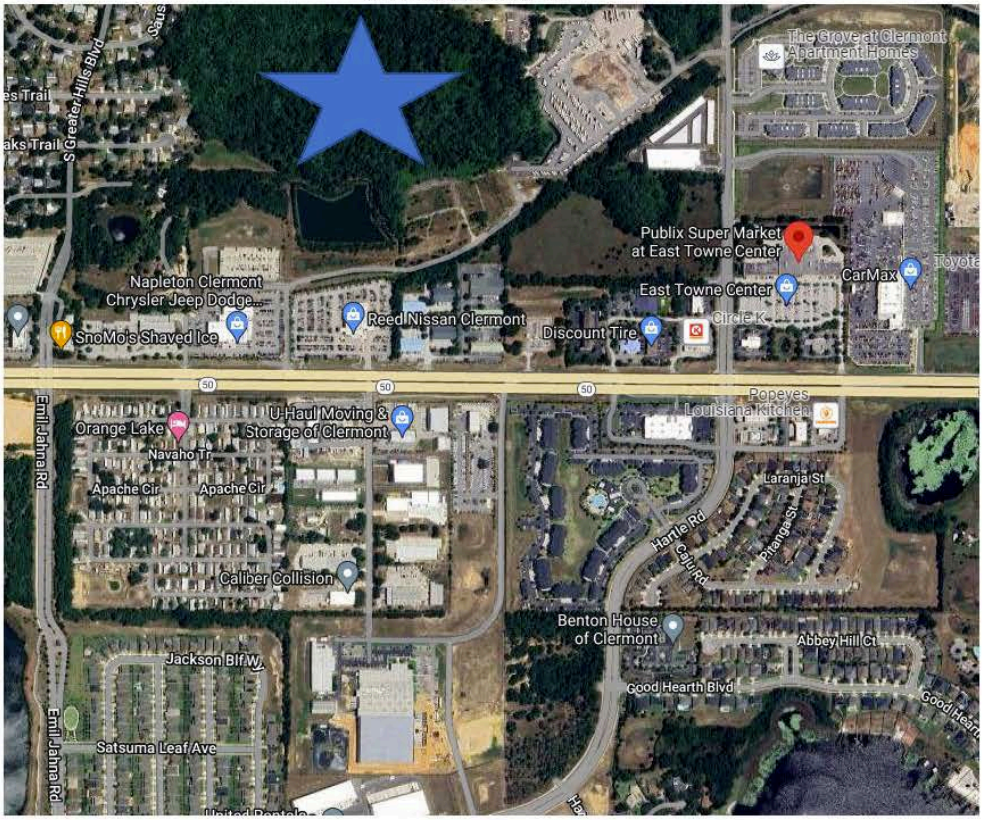
Because the Project enhances an existing developed area, provides residential options in an appropriate urban environment and meets the goals and policies of the Compressive Plan and Code, we respectfully request staff's support of this Project.

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Attachment “F” - Project Narrative (Page 5 of 5)

Hartle Hills - Updated November 2024

ATTACHMENT “A”



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Attachment "G" - Utility Service Agreement (Page 1 of 17)

INSTRUMENT#: 2024116067 OR BK 6408 PG 928 PAGES: 17 10/2/2024 1:56:08 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $146.00

UTILITY SERVICE AGREEMENT
FOR WATER & WASTEWATER

This Agreement is entered into this 27 day of August, 2024 by and between the City of Clermont, a Florida Municipal Corporation, hereinafter referred to as **"CITY"**, and , Burton B. Hartle, Benson K. Hartle, Allan H. Hartle, and Miriam F. Condron, their successors, transferees and assigns, hereinafter collectively referred to as **"OWNER".**

WITNESSETH

Whereas, OWNER owns that certain property identified as ALT Key 1724899, consisting of approximately 17.89+/- acres as more particularly described in Exhibit 'A', attached hereto and incorporated herein, hereinafter referred to as the **"PROPERTY";** and

Whereas, the PROPERTY is located in unincorporated Lake County and OWNER is requesting water and sewer utility service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the PROPERTY, OWNER will extend water and sewer lines as needed to serve the PROPERTY in accordance with the minimum requirements of CITY Land Development Regulations, its water and sewer specifications and as required to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option and cost of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the PROPERTY by the CITY, subject to the terms and conditions contained herein, OWNER agrees that this Agreement shall constitute an unconditional application to annex the PROPERTY into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

1.1 CITY shall provide water and sewer service for the PROPERTY for multi-family residential utility flow/demand of up to 34,000 gpd for water and 34,000 gpd for sewer.

1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY as more particularly depicted in Exhibit 'B' attached hereto and incorporated herein; provided if City system connection points are located closer to the PROPERTY at the time OWNER submits for plans and permits and available for connection in accordance with the City's technical codes and specification, then OWNER shall have the option to

Attachment "G" - Utility Service Agreement (Page 2 of 17)

connect into such alternative connection points.

1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY. Subject to Section 1.2 above, the route is generally depicted in Exhibit 'B' attached hereto and incorporated herein.

1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development. The project's lift station and sanitary forcemain shall be privately owned and maintained.

1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

1.5.1 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY. Reimbursement to OWNER for the cost hereunder shall be, at the sole option of CITY, in the form of water and/or sewer impact fee credits or cash reimbursement.

1.5.2 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs within thirty (30) days from the date the OWNER provides to the CITY.

1.5.3 Prior to the commencement of construction, OWNER and CITY shall agree on the cost difference, which will be eligible for reimbursement as set forth herein.

1.5.4 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property. CITY shall reimburse OWNER for the difference in costs as determined above solely in the form of water and/or sewer impact fee credits.

1.5.5 The Impact Fee Credits, if any, shall be established subject to this Section 1.5 at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.

1.5.6 In the event that available Impact Fee Credits for the cost of materials for any oversizing as contemplated herein exceed the amount of water and sewer impact fees calculated and assessed to the OWNER for the PROPERTY, the dollar amount of the excess impact fee credits may be transferred outside of the PROPERTY and assigned to any transferee, heir, assign or successor in interest for any development or project upon which water or sewer impact fees are assessed by CITY. Any transfer of impact fee credits shall be subject to and evidenced by the execution of an assignment of the credits by OWNER in a form acceptable to CITY. As an administrative fee for processing the contemplated transfer, the CITY shall receive for each assignment processed the greater of $500 or seven (7) per cent of the credit amount transferred,

Attachment "G" - Utility Service Agreement (Page 3 of 17)

1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project or any oversizing as referred to above. No building permits shall be applied for by OWNER or its agents or assigns or issued until the later of: i) water and sewer are provided to the site or until a bond, acceptable to CITY, is in place to guarantee completion of off-site improvements or ii) the PROPERTY has been annexed into the City of Clermont. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.

1.7 OWNER acknowledges that as of the effective date of this Agreement and for an undetermined period of time thereafter, CITY will not have sufficient or available reclaimed water to be used for irrigation on the PROPERTY. As a result, OWNER agrees that until such time as sufficient quantities of reclaimed water, as determined by CITY, are available to irrigate the PROPERTY, OWNER, at its expense, shall:

1.7.1 construct, operate and maintain a private well to be used to irrigate the PROPERTY;

1.7.2 construct, operate and maintain a pumping station and storage facility sufficiently sized to meet the irrigation requirements for the PROPERTY.

1.8 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.

1.9 The City may require a looped system to provide reliability and redundancy to the PROPERTY.

1.10 The OWNER shall install a master backflow and master meter at the property line, water line servicing the property, starting at the master backflow and including the master backflow, and it shall be privately owned and maintained.

1.11 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.

Section 2. DEVELOPMENT STANDARDS

2.1 Except as provided below in Section 2.2 and Section 3, the PROPERTY shall be developed according to City standards, unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

2.2 The PROPERTY shall be developed in substantial accordance with the PUD Ordinance (File No. PZ2023-231, Application Request No. 5436) approved by the Lake County Board of County Commissioners and shall be a market rate multi-family project. OWNER further agrees, on behalf of itself, its heirs, transferees and assigns that it will not in the future apply for or seek consideration for any use of the PROPERTY that is eligible for consideration under Florida's Live Local Act, F.S. Section 166.04151 as may be amended, City Ordinance No. 2024-012, as may be amended or any other legislative act designed to promote affordable housing. This covenant shall specifically survive annexation of the PROPERTY into the City.

Attachment "G" - Utility Service Agreement (Page 4 of 17)

Section 3. ANNEXATION/BUILDING PERMITS

The OWNER agrees that the CITY may annex the PROPERTY into the City of Clermont, if the CITY, in its sole discretion, chooses to do so. Notwithstanding the foregoing, unless otherwise agreed to by the parties, the CITY agrees that it shall not annex the PROPERTY or any portion thereof, until the earlier of the time that (i)the construction plans and final plat have been approved by Lake County or (ii) two (2) years after the effective date of this AGREEMENT. In consideration of CITY's agreement to delay annexation, OWNER agrees that it will not apply for any building permit or permits until such time that the City Council of CITY has granted or denied OWNER's application for annexation of the PROPERTY. In conjunction herewith, the OWNER shall provide to the CITY a Notice of Encumbrance to Annex the PROPERTY in a form substantially in compliance with the form set forth in Exhibit "C", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County, whereupon it is agreed it shall serve as an enforceable encumbrance on the PROPERTY described therein. The Notice of Encumbrance shall be executed by all owners of the PROPERTY and shall be accompanied, at the OWNER'S expense, by a current certificate of title or opinion letter acceptable to the CITY and issued by a licensed title company or attorney identifying all owners in interest of the ENTIRE PROPERTY. All land transfers by the OWNER occurring prior to annexation of the PROPERTY shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land. Notwithstanding anything above to the contrary, the OWNER expressly agrees that it shall not apply for a building permit for any structure to be constructed on the PROPERTY until such time as the PROPERTY has been annexed into the City of Clermont. Notwithstanding the foregoing, in the event the CITY fails to annex the PROPERTY, within six (6) months of the expiration of the annexation restriction above the CITY shall continue to provide utility services to the PROPERTY and the OWNER shall be able to apply and receive building permits from Lake County. Owner agrees, however, that in the event CITY fails to annex the PROPERTY, the Notice of Encumbrance to Annex shall remain in full force and effect and CITY may annex the property at any time thereafter.

Section 4. DEFAULT

In the event of default by OWNER of any of the terms and conditions of this Agreement, the OWNER expressly agrees and consents that the CITY shall have the right to not provide water and sewer service to the PROPERTY, or if applicable, terminate water and sewer service to the PROPERTY.

Section 5. SEVERABILITY

In the event that any provision of this Agreement shall be held invalid or unenforceable, the provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

Section 6. NOTICES

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

Attachment "G" - Utility Service Agreement (Page 5 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 932 PAGE 5 of 17

CITY	City of Clermont City Manager P.O. Box 120219 Clermont, FL 34712-0219
OWNER	Burton B. Hartle, et. al. PO Box 1565 Sorrento, FL 32776-1565
With a copy to:	Tara Tedrow, Esq. Lowndes 215 N. Eola Dr. Orlando, FL 32801 Tara.Tedrow@lowndes-law.com

Section 7. AMENDMENTS

Any amendment to this Agreement is not effective unless the amendment is in writing and signed by all parties.

Section 8. EFFECTIVE DATE

The effective date of this Agreement shall be the day of execution of the Agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 27 day of August, 2024.

CITY OF CLERMONT

ATTEST:

Tim Murry, Mayor

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Attachment "G" - Utility Service Agreement (Page 6 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 933 PAGE 6 of 17

Signed, sealed and delivered
in the presence of:

Witness: Robin Sullivan
Print Name: Robin Sullivan
Address: 700 Almond St Clermont FL 34711

Witness: Madelyn Damon
Print Name: Madelyn Damon
Address: 700 Almond St, Clermont, FL 34711

OWNER:
Burton B. Hartle

By: Burton B Hartle

Name: Burton B. HARTLE

Its: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of September 2024, by Burton B. HARTLE, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced Florida Driver's License as identification.

(NOTARY SEAL)

VALLEI F RAMEY
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-28-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 281693

Notary Public Signature

Vallei Fay Ramey

(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 7 of 17)

Signed, sealed and delivered
in the presence of:

Witness: Robin Sullivan
Print Name: Robin Sullivan
Address: 700 Almond St. Clermont FL 34711

Witness:
Print Name: Lisa Welling
Address: 700 Almond St Clermont FL 34711

OWNER:
Benson K. Hartle

By: Benson K. Hartle

Name: Benson K. Hartle

Its: _____

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of September, 2024, by Benson K Hartle, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced Florida Driver's License as identification.

(NOTARY SEAL)

STATE OF FLORIDA COMMISSION NUMBER HH 281683 MY COMMISSION EXPIRES 6-28-2026 VALLEI F RAMEY NOTARY PUBLIC

Notary Public Signature

Vallei Faye Ramey

(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 8 of 17)

Signed, sealed and delivered
in the presence of:

Witness: _____
Print Name: Lisa Wellings
Address: 700 Almond St
Clermont FL 34711

Witness: _____
Print Name: ROBERT K. BORAK II
Address: 700 Almond ST
Clermont FL 34711

OWNER:
Allan H. Hartle

By: Allan H. Hartle

Name: Allan H. Hartle

Its: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of September 2024, by Allan H. Hartle, as ____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced FL drivers license as identification.

(NOTARY SEAL)

ROBIN L SULLIVAN
Notary Public-State of Florida
Commission # HH 128234
My Commission Expires
May 10, 2025

Robin L Sullivan
Notary Public Signature

Robin L. Sullivan
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 9 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 936 PAGE 9 of 17

Signed, sealed and delivered
in the presence of:

Witness: _____
Print Name: Madelyn Damon
Address: 700 Almond St
Clermont, FL 34711

Witness: _____
Print Name: Lisa Welling
Address: 700 Almond St
Clermont FL 34711

OWNER:
Miriam F. Condron

By: _____

Name: Miriam F. Condron

Its: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of September, 2024, by Miriam F. Condron, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced FL Drivers License as identification.

(NOTARY SEAL)

ROBIN L SULLIVAN
Notary Public-State of Florida
Commission # HH 128234
My Commission Expires
May 10, 2025

_____
Notary Public Signature

Robin L. Sullivan
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 10 of 17)

EXHIBIT "A"

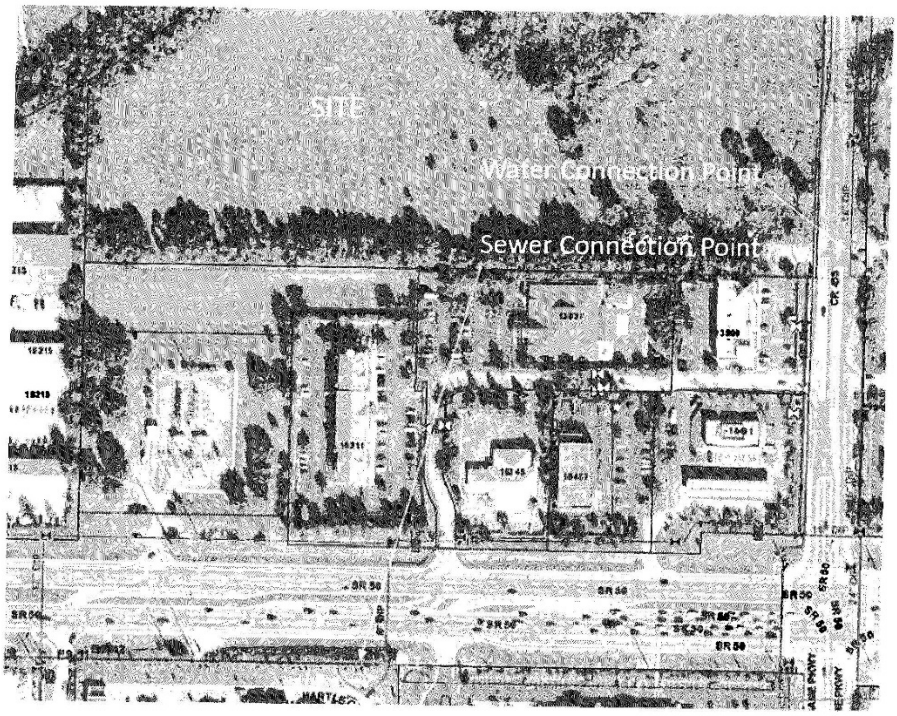
PROPERTY DESCRIPTION

Tracts 5 and 6 of Section 26, Township 22 South, Range 26 East, less that portion of Tract 6 north of the Seaboard Railway as represented on the map of said section made by the Lake Highlands Company of Florida, according to the plat thereof, as recorded in Plat Book 3, at Page 52, of the public records of Lake County, Florida.

Attachment "G" - Utility Service Agreement (Page 11 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 938 PAGE 11 of 17

EXHIBIT "B"



Attachment "G" - Utility Service Agreement (Page 12 of 17)

EXHIBIT "C"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 27 **day of** August, **2024**, between Burton B. Hartle, Benson K. Hartle, Allan H. Hartle, and Miriam F. Cendron, property owners in the County of Lake, State of Florida ("Grantor"), and the **CITY OF CLERMONT**, FLORIDA, A Municipal Corporation ("Grantee").

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below -- described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law, and consistent with the Utility Services Agreement for Water and Wastewater between GRANTOR and Grantee dated August 27, 2024.

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

Attachment "G" - Utility Service Agreement (Page 13 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 940 PAGE 13 of 17

Signed, sealed and delivered
in the presence of:

Witness: Robin Sullivan
Print Name: Robin Sullivan
Address: 702 Almond St, Clermont 34711

Witness:
Print Name: Lisa Welling
Address: 700 Almond St Clermont FL 34711

GRANTOR:
Benson K. Hartle

By: Benson K Hartle

Name: Benson K Hartle

Its: _____

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of September, 2024, by Benson K. Hartle, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced Florida Drivers License as identification.

(NOTARY SEAL)

VALLEI F RAMEY NOTARY PUBLIC MY COMMISSION EXPIRES 6-28-2026 STATE OF FLORIDA COMMISSION NUMBER HH 281655

Vallei Faye Ramey
Notary Public Signature

Vallei Faye Ramey
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 14 of 17)

Signed, sealed and delivered
in the presence of:

Witness: _____
Print Name: Lisa Wellnitz
Address: 700 Almond St Clermont FL 34711

Witness: _____
Print Name: ROBERT K. BOROSH
Address: 700 Almond ST
Clermont FL 34711

GRANTOR:
Allan H. Hartle

By: Allan H. Hartle
Name: Allan H. Hartle
Its: _____

STATE OF Florida
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of September, 2024 by Allan H Hartle, as ____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced FL drivers license as identification.

(NOTARY SEAL)

ROBIN L SULLIVAN
Notary Public-State of Florida
Commission # HH 128234
My Commission Expires
May 10, 2025

Robin L Sullivan
Notary Public Signature

Robin L Sullivan
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 15 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 942 PAGE 15 of 17

Signed, sealed and delivered
in the presence of:

Witness: _____
Print Name: Madelyn Bamon
Address: 700 Almond St
Clermont, FL 34711

Witness: _____
Print Name: Lisa Welling
Address: 700 Almond St
Clermont FL 34711

GRANTOR:
Miriam F. Condron

By: _____

Name: Miriam F Condron

Its: _____

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of September, 2024 by Miriam F Condron, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced FL drivers License as identification.

(NOTARY SEAL)

ROBIN L SULLIVAN
Notary Public-State of Florida
Commission # HH 128234
My Commission Expires
May 10, 2025

_____
Notary Public Signature

Robin L Sullivan
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 16 of 17)

Signed, sealed and delivered
in the presence of:

Witness: Robin Sullivan
Print Name: Robin Sullivan
Address: 700 Almond St. Clermont FL 34711

Witness: Madelyn Damon
Print Name: Madelyn Damon
Address: 700 Almond St, Clermont, FL 34711

OWNER:
Burton B. Hartle

By: Burton B. Hartle

Name: BURTON B. HARTLE

Its: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of September, 2024 by Burton B. Hartle, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced Florida Driver's License as identification.

(NOTARY SEAL)

VALLEI F RAMEY
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-28-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 281683

Notary Public Signature

Vallei Faye Ramey
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 17 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 944 PAGE 17 of 17

EXHIBIT "A"

PROPERTY DESCRIPTION

Tracts 5 and 6 of Section 26, Township 22 South, Range 26 East, less that portion of Tract 6 north of the Seaboard Railway as represented on the map of said section made by the Lake Highlands Company of Florida, according to the plat thereof, as recorded in Plat Book 3, at Page 52, of the public records of Lake County, Florida.

Attachment "H" - School Concurrency

LAKE COUNTY SCHOOLS

201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias, MAOM
District 2
Tyler Brandeburg
District 3
Marc Dodd, M.Ed.
District 4
Mollie Cunningham
District 5
Stephanie Luke, Ed.D.

December 9, 2024

Mr. Mark Skorman
Skorman Development
6000 Metrowest Blvd., #111
Orlando, FL 32835

RE: Hartle Apartments – Unincorporated Lake County, Clermont area
School Concurrency Capacity Reservation (District Project #LCS2023-15X2)
Alternate Key Number: 1724899

Dear Mr. Skorman:

The School Board has received the request for a time extension for the above-referenced project.

Lake County has confirmed the project remains active, and is working towards the future land use map amendment and rezoning. Based on this information, the School District has approved the request for a second time extension. **The new date of expiration of the School Concurrency Reservation is July 1, 2025**.

Please be advised that this is the **final** time extension for the project. If a final development order is not obtained prior to the expiration date the reservation will expire and the capacity will be released. A new completed application and fee will be required. If the project receives final development approval for the residential portion prior to the expiration the capacity reservation would be valid for the life of the development order.

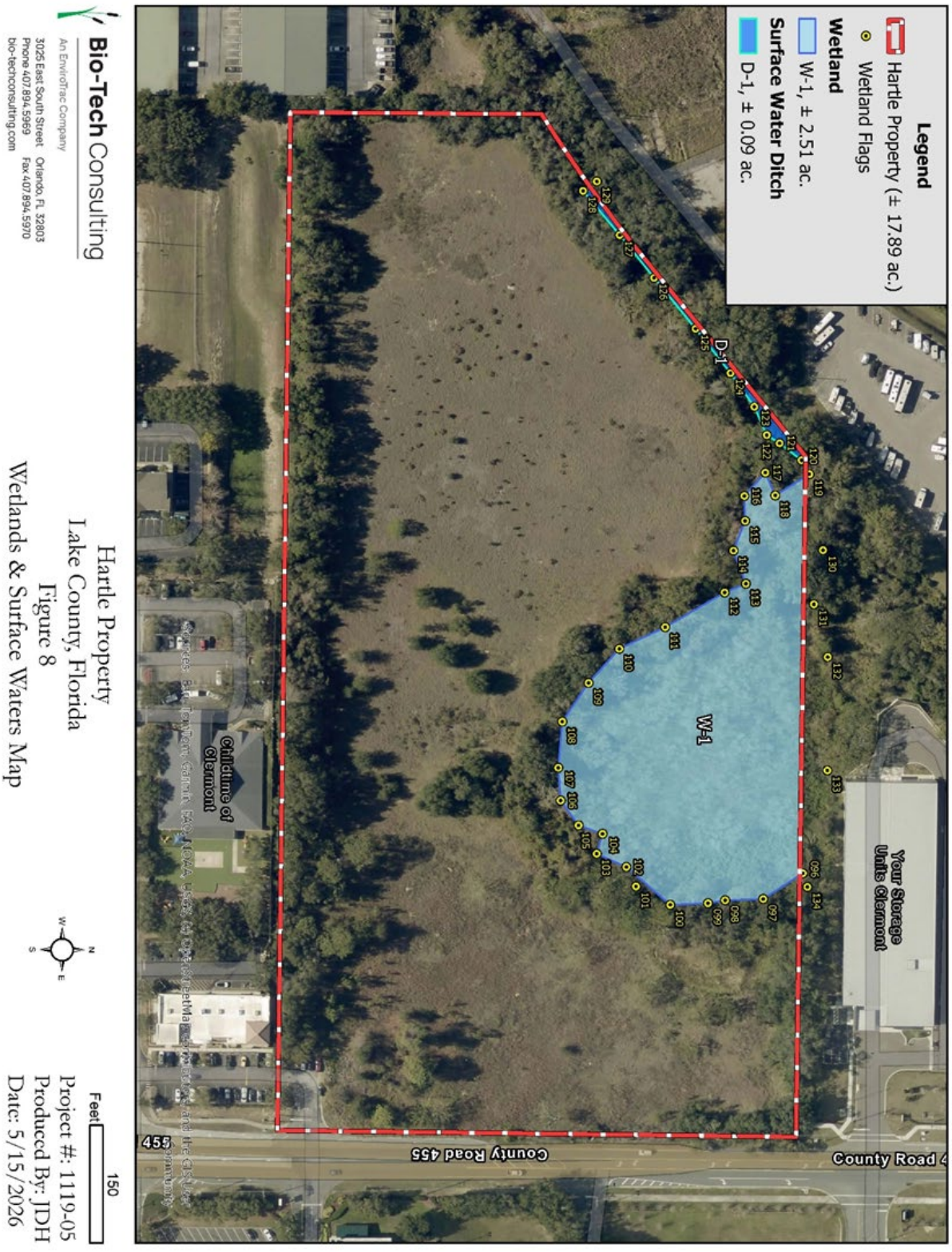
If you should have questions or require additional information, please do not hesitate to contact me at (352) 253-6696 or at croneyh@lake.k12.fl.us.

Sincerely,

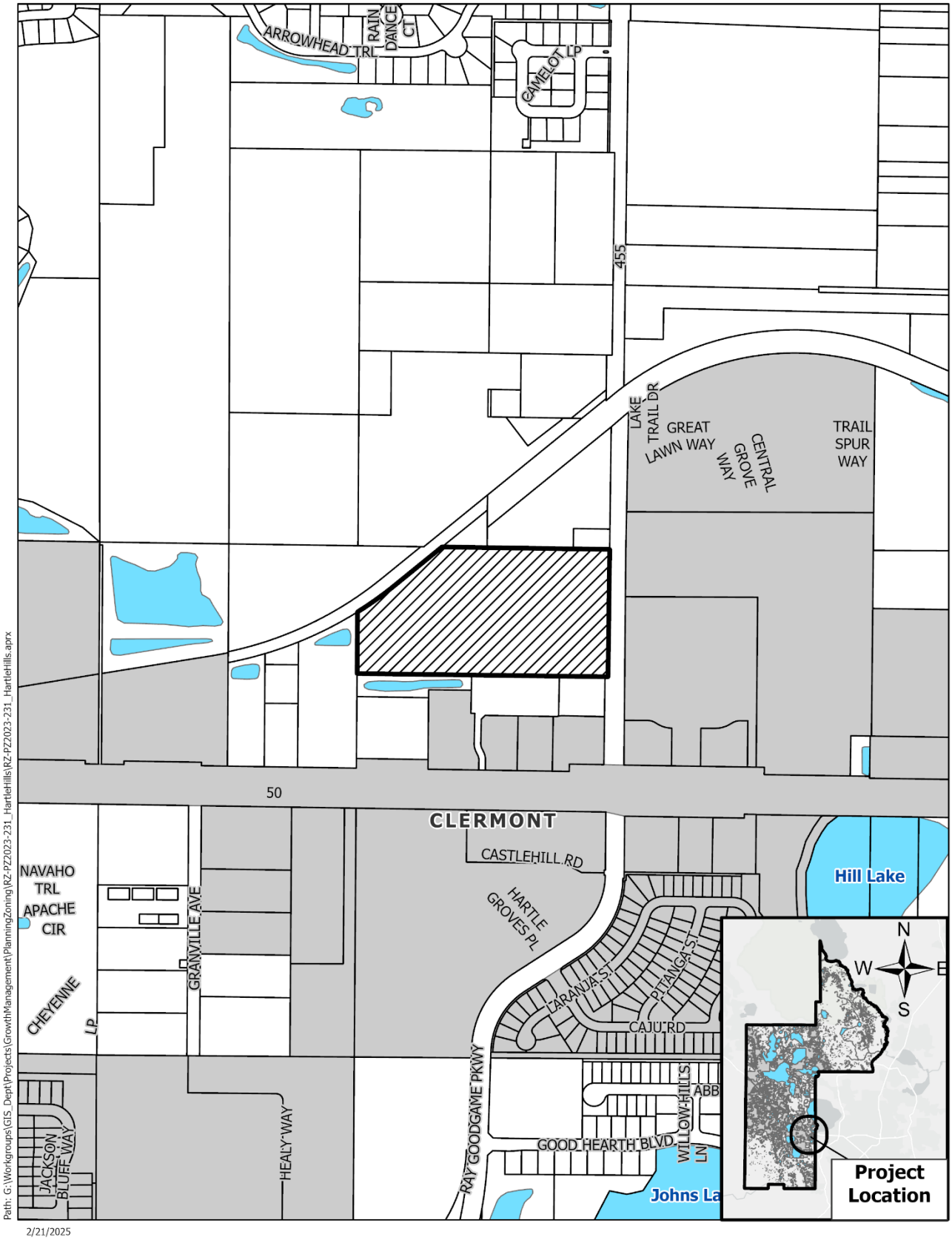
Heather N. Croney

Heather Croney
Growth Planning Department

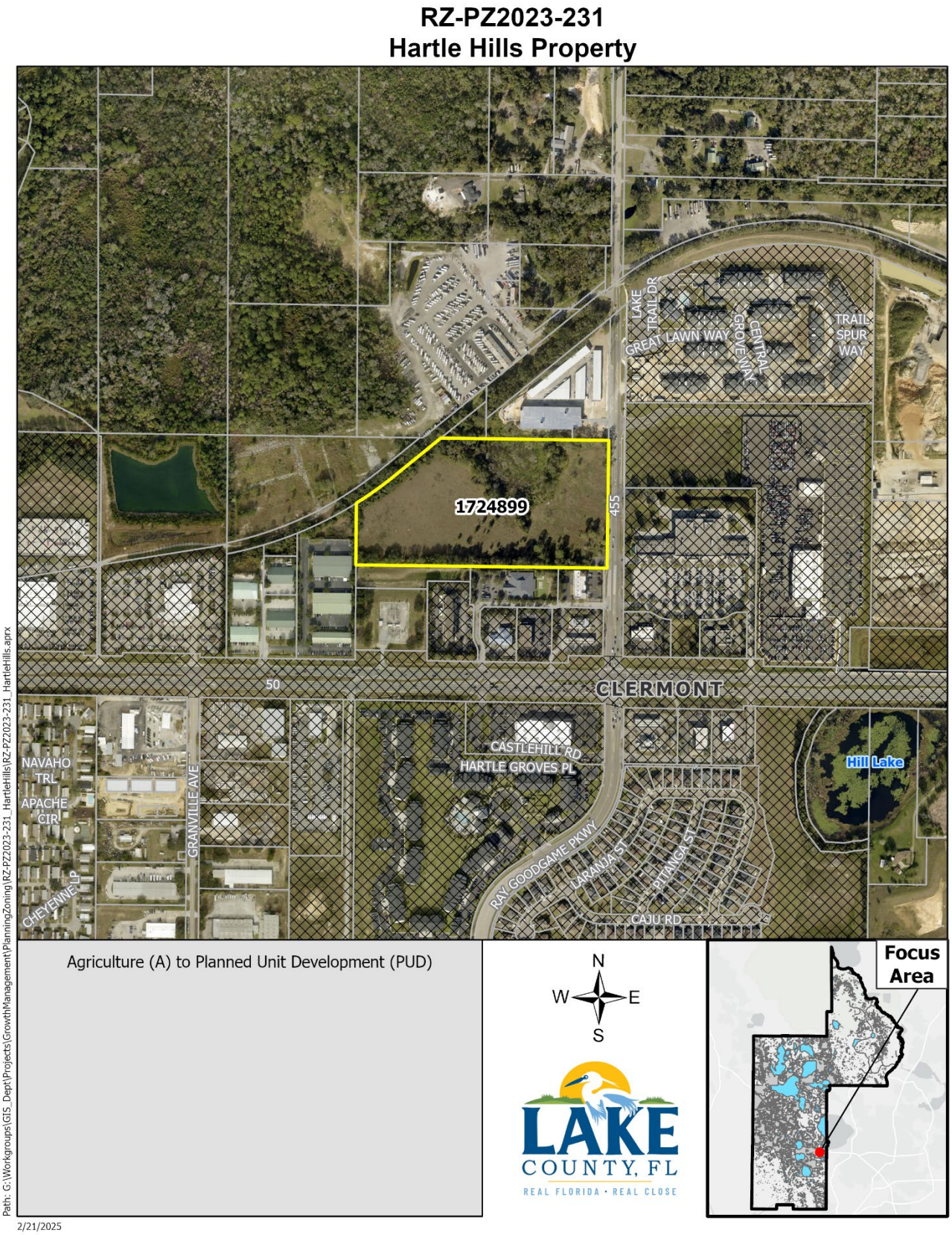
Attachment "I" – Wetland Delineation



Map of Subject Property



Aerial Map of Subject Property



ORDINANCE 2026 – ___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING THE LAKE COUNTY 2030 COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP ON APPROXIMATELY 17.89 +/- ACRES FROM REGIONAL OFFICE FUTURE LAND USE CATEGORY TO PLANNED UNIT DEVELOPMENT FUTURE LAND USE CATEGORY, LOCATED NORTH OF STATE ROAD 50 AND WEST OF COUNTY ROAD 455, IN THE CLERMONT AREA OF UNINCORPORATED LAKE COUNTY, IDENTIFIED AS ALTERNATE KEY NUMBER 1724899, AND LEGALLY DESCRIBED IN EXHIBIT "A;" AMENDING POLICY I-7.14.4 PLANNED UNIT DEVELOPMENT LAND USE CATEGORY; PROVIDING FOR PUBLICATION AS REQUIRED BY SECTION 163.3184(11), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, Part II, governs growth policy, county and municipal planning, and land development regulation in the State of Florida; and

WHEREAS, Chapter 125, Florida Statutes, Section 125.01(1)(g), authorizes the Board of County Commissioners of Lake County to "prepare and enforce comprehensive plans for the development of the county"; and

WHEREAS, pursuant to Chapters 163 and 125, Florida Statutes, on the 25th day of May 2010, the Board of County Commissioners enacted Ordinance No. 2010-25, adopting the Lake County 2030 Comprehensive Plan; and

WHEREAS, on the 23rd day of July 2010, the State of Florida Department of Community Affairs, now known as the Community Planning and Development Division of the Florida Department of Commerce, published a Notice of Intent finding the Lake County 2030 Comprehensive Plan Amendment "In Compliance" with Chapter 163, Florida Statutes; and

WHEREAS, on the 22nd day of September 2011, the Lake County 2030 Comprehensive Plan became effective and designated the property as part of the Regional Office Future Land Use Category; and

WHEREAS, Section 163.3184, Florida Statutes, sets forth the process for adoption of Comprehensive Plan Amendments; and

WHEREAS, on the 3rd day of June 2026, this Ordinance was heard at a public hearing before the Lake County Planning & Zoning Board in its capacity as the Local Planning Agency; and

WHEREAS, on the 14 day of July 2026, this Ordinance was heard at a public hearing before the Lake County Board of County Commissioners for approval to adopt and transmit to the state planning agency and other reviewing agencies; and

WHEREAS, it serves the health, safety and general welfare of the residents of Lake County to adopt the amendment to the Lake County Comprehensive Plan and Future Land Use Map.

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

Section 1. Comprehensive Plan Future Land Use Map Amendment. The 2030 Comprehensive Plan Future Land Use Map is hereby amended to change the Future Land Use Category for the subject property, described in Exhibit "A" attached hereto, and incorporated in this Ordinance, from Regional Office to Planned Unit Development Future Land Use Category.

Section 2. Comprehensive Plan Text Amendment. The Lake County 2030 Comprehensive Plan, Policy I-7.14.4 entitled 'Planned Unit Development Land Use Category,' shall be amended to read as follows:

Policy I-7.14.4 Planned Unit Development Land Use Category

The following land use table details the development program, including the maximum densities and intensities, for the adopted Planned Unit Development Future Land Use designations:

Amendment No.	Name / Location	Former FLU Designation	Development Program	Ordinance No.
FLU-19-02-4	Sorrento Pines	Rural Transition	Residential [328 dwelling units and 45% open space]	2019-72
FLU-19-07-2	Evergreen Estates	Wellness Way 1	Residential [Two (2} dwelling units per net acre]; there shall be no access, emergency or otherwise, to Flynn Court or Champagne Drive except for the 5-acre estate lots	2020-65
FLU-21-01-1	Holiday Travel Park	Urban Low and Urban Medium	995 Temporary RV spaces, 112 mobile home sites and associated facilities	2021-38
FLU-21-03-5	Wildwoods Campground	Rural	84 RV spaces, Three (3) dwelling units and accessory uses	2021-40
FLU-21-08-5	Expert Investments	Rural Transition	10 dwelling units	2022-29
FLU-22-06-5	Illinois-Crown	Rural	Residential [2 single family dwelling units	2022-32

			with accessory structures]	
FLU-21-05-3	Drake Pointe	Rural Transition	Residential [535 dwelling units and 46% open space] with associated amenities	2022-49
FLU-22-04-4	Mount Dora Groves South	Regional Office	Residential [783 dwelling units with associated recreational facilities], Commercial [150,000-square feet], and 25% open space.	2022-56
FLU-22-01-4	Atlantic Housing	Urban High	Residential [175 dwelling units and 20% open space]	2023-01
FLU-23-35-4	Lake Norris/CR 44A Properties	Wekiva River Protection Area A-1-20 Receiving Area	Residential [Two (2) single family dwelling units] and Commercial [one story free standing commercial building]	2023-56
FLU-23-29-1	Golden Eagle Mixed-Use	Urban Low Density	138,520 square feet of self-storage	2023-72
PZ2023-253	Hillcrest PUD	Mt. Plymouth Sorrento Main Street and Mt. Plymouth Sorrento Neighborhood	Residential [1,725 dwelling units], commercial [350,000 square feet] and 35% open space	2024-24
FLU-23-18-4	Sorrento Pines Expansion PUD	Public Facilities and Infrastructure	Residential [328 dwelling units], and 50% open space]	2024-26
PZ2023-290	Mount Dora North PUD	Regional Office and Rural Transition	Low Density Residential: 87 Single-Family Dwelling Units, Moderate Density Residential: 2,549 Dwelling Units, Mixed-Use /Employment: 606 Dwelling Units and 2,199,780 square feet and 35% open space.	2025-11

PZ2023-291	Mount Dora South PUD	Regional Office and Mt. Plymouth Sorrento Neighborhood	Low Density Residential: 314 Single-Family Dwelling Units, Moderate Density Residential: 190 Dwelling Units, Industrial / Employment: 10,393,416 square feet, 35% open space for residential and 20% open space for industrial.	2025-13
PZ-2024-329	Oswalt Clermont	Rural Transition	Residential [21 dwelling units], and 25% open space]	2025-30
PZ2023-231	Hartle Hills Apartments	Regional Office	212 multifamily residential units with associated amenities	2025-XX

Section 3. Advertisement. This Ordinance was advertised pursuant to Sections 125.66 and 163.3184, Florida Statutes.

Section 4. Severability. If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 5. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be no less than 31 days after the state land planning agency notifies the local government that the plan amendment package is complete; however, the Effective Date shall be the date the Ordinance is recorded in the public records' of Lake County, Florida, at the applicant's expense. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

ENACTED this ____day of _____, 2026.

FILED with the Secretary of State _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

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" – Legal Description

TRACTS 5 AND 6 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LESS THAT PORTION OF TRACT 6 NORTH OF THE SEABOARD RAILWAY AS REPRESENTED ON THE MAP OF THE SAID SECTION MADE BY THE LAKE HIGHLANDS COMPANY OF FLORIDA AND DULY RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

REZONING STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	4
Public Hearings:	Planning & Zoning Board (PZB): June 3, 2026
	Board of County Commissioners (BCC): July 14, 2026
Case No. and Project Name:	PZ2023-231, Hartle Hills Apartments
Commissioner District:	District 2 – Sean M. Parks
Applicant(s):	Tara Tedrow
Owner(s):	Burton B. Hartle, Benson K. Hartle, Allan H. Hartle, and Miriam F. Condron
Requested Action:	Rezone approximately 17.89 +/- acres from Agriculture (A) District to Planned Unit Development (PUD) to facilitate a development program for a 212-unit multifamily apartment complex with associated amenities.
Staff Determination:	Staff finds the rezoning request consistent with the Land Development Regulations (LDR) and Comprehensive Plan.
Case Manager:	James Frye, Planner II (Previous Case Manager)
	Leslie Regan, Senior Planner (Current Case Manager)
PZB Recommendation:	Approved on the Regular Agenda unanimously

Subject Property Information

Size:	17.89 +/- acres
Location:	North of State Road 50 and west of County Road 455, in the unincorporated Clermont area
Alternate Key No.:	1724899
Future Land Use:	Regional Office (Attachment “A”)
Current Zoning District:	Agriculture (A) District (Attachment “B”)
Proposed Zoning District:	Planned Unit Development (PUD) (Attachment “C”
JPA/ISBA:	City of Clermont
Overlay:	Lake Apopka Basin Overlay District (Attachment “D”)

[Rest of page left blank intentionally]

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Regional Office	PUD by Ordinance # 2020-39 and Heavy Industrial (HM)	Self-Storage	Clermont Self Storage
South	Regional Commercial	Planned Commercial (CP) by Ordinance # 2001-0142	Commercial and Stormwater Tract	Stormwater Retention Area Tract, Daycare Center, Retail Commercial
East	City of Clermont	City of Clermont	Commercial	Carmax, East Towne Center Shopping Mall, east of CR 455
West	Regional Office, Regional Commercial and Urban Low Density	Planned Commercial (CP) by Ordinance # 2009-63; Agriculture (A);	Commercial Warehouse and Office Use, Vacant Parcel, Right-of-Way	Clermont Commerce Center, Vacant Parcel, Right-of-Way within Lake Highlands Company Plat

-June 3, 2026 Planning and Zoning Board (PZB) Meeting Summary-

Staff present the case under the regular agenda. Applicant presented and answered questions from the PZB. The PZB voted to approve the agenda item unanimously.

- Summary of Analysis -

The subject parcel is identified by Alternate Key Number 1724899 and contains approximately 17.89 acres. The subject property rezoning application seeks approval of a development program for 212 multi-family unit apartments with associated amenities and is generally located north of State Road (SR) 50 and west of County Road (CR) 455 in the unincorporated area of Clermont. The subject parcel is zoned as Agriculture District (A); is designated with a Regional Office Future Land Use Category (FLUC) by the 2030 Comprehensive (Comp) Plan; located within the State Road 50 Major Commercial Corridor; and located within the Lake Apopka Basin Overlay District. The subject parcel is vacant and undeveloped.

The Applicant is requesting to rezone the subject parcel from Agriculture (A) District to Planned Unit Development (PUD) to facilitate the development of a 212-unit multi-family apartment complex with associated amenities. The Applicant has also applied for a Future Land Use Amendment from Regional Office FLUC to PUD FLUC for the subject parcel.

The Concept Plan depicts the overall development plan. Ten (10) multifamily apartment buildings are depicted containing a total of 212 units. The Concept Plan includes amenities such as a clubhouse, pool, tot lot, pickle ball court, dog park, butterfly garden, and community garden. Approximately 2.78 +/- acres of wetlands are present on the northern portion of the property and a 50-foot wetland buffer is shown on the Concept Plan. The Concept Plan emphasizes that a minimum of 25% of the overall developable acreage will be dedicated as open space, with a maximum Impervious Surface Ratio (ISR) of 65% for the entire site (Attachment “E”).

Table 1. Existing and Proposed Development Standards.

	Zoning District	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space	Building Height
Existing	Agriculture (A)	1 dwelling unit per 5 acres	N/A	10%	N/A	40 feet
Proposed	Planned Unit Development (PUD)	N/A	212 multi-family units with associated amenities	65%	25%	45 feet

The subject property is located within the Lake Apopka Basin Overlay District and is approximately .91 straight-line miles from the shoreline. The request is consistent with LDR Section 6.15.00 Lake Apopka Basin Development Design and Resource Protection Standards, and Comprehensive Plan Objective I-6.3 Lake Apopka Basin Overlay District.

The subject property is located within the City of Clermont Joint Planning Area (JPA) and Interlocal Service Boundary Agreement (ISBA), and the application was provided to the City of Clermont for review and comment. The City of Clermont provided the following comment: "*The City of Clermont does not oppose this project if it is developed according to the approved utility agreement with the City of Clermont*."

The Applicant provided a Project Narrative for the rezoning request as shown on Attachment "F".

– Staff Analysis –

LDR Section 14.05.03 (Standards for Review)

A. Whether the rezoning is in conflict with any applicable provisions of the Code (Land Development Regulations).

The application seeks to rezone a parcel from Agriculture (A) zoning to Planned Unit Development (PUD).

The rezoning request is consistent with LDR Section 4.03.01 as the Planned Unit Development District seeks to (1) exercise greater ingenuity and imagination in the planning and development of tracts of land under unified control than generally is possible under these regulations; (2) allow a diversification of uses, structures, and open space in a manner compatible with both the surrounding, existing and approved development of land surrounding and abutting the PUD Site; (3) provide a means for land to be used more effectively, and for utilization of smaller networks of utilities and roads; (4) detail the natural amenities of land encouraging scenic and functional open space within the PUD; (5) provide for the reasonable protection of designated species of plants and animals; (6) ensure that development will occur according to limitation of use, design, density, and phasing stipulated on an approved Development Plan; and (7) provide reasonable assurance of approval of a PUD application before a developer expends complete design monies, while providing the County with assurances that the PUD will be developed according to approved specifications.

The rezoning request is consistent with LDR Section 4.03.01 entitled Purpose and Intent which states that Planned Unit Developments shall be allowed in all land use classifications.

The rezoning request is consistent with LDR Section 4.03.03 entitled General Site Development Standards, as the Planned Unit Development seeks to maintain and promote the compatibility of residential uses, promote safe and efficient circulation of pedestrian and vehicular traffic, and promote adequate protection of natural resources, health, safety, and welfare of the public. Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development meets the

General Site Development Standards. The subject parcel is not located within the boundaries of the Wekiva River Protection Area (WRPA) or the Green Swamp Area of Critical State Concern (GSACSC).

The Concept Plan is consistent with LDR Section 14.03.04 entitled Planned Unit Developments, which requires additional information for the review and approval of a PUD. The Applicant provided a Concept Plan (Attachment "E") that depicts the proposed multifamily apartment complex, amenities such as a clubhouse, pool, tot lot, pickle ball court, dog park, butterfly garden, and community garden. In addition, the Concept Plan emphasizes that a minimum of 25% of the overall developable acreage will be dedicated as open space, with a maximum Impervious Surface Ratio (ISR) of 65% for the entire site (Attachment "E").

The rezoning request is consistent with Comprehensive Plan Policy I-6.3.4 entitled Permitted Uses within the Lake Apopka Basin Overlay District and Policy I-6.3.6 entitled Resource Protection Standards in the Lake Apopka Basin Overlay District. Residential uses are permitted uses within the Lake Apopka Basin Overlay District, if development is clustered on the landward portion of the property, and away from environmentally sensitive features and habitat. The proposed development is clustered away from the existing wetlands on the subject parcel and provides a 50-foot buffer around the wetlands, with no development within the buffer.

New development will be required to meet all criteria specified in the LDR, as amended.

B. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

The **Future Land Use Element** seeks to ensure compatibility between densities and intensities of development, providing for land use transitions as appropriate to protect the long-term integrity of both urban and rural areas; promote the conservation and preservation of Lake County's natural and cultural resources; and direct compact development to established urban areas to prevent sprawl. The proposed project development is consistent with this element in that it proposes similar densities as other apartment complexes in the area. The project proposes a density of +/- 11.85 units per gross acres. Please note Table 3 below showing compatibility with other multifamily developments in the area.

Table 3. Adjacent and Surrounding Multifamily Development

Project Name	Gross / Net Acres	Unit Count	Gross / Net Density	Min. Lot Size	Vicinity
East Clermont Village Apartments	+/- 24.48 gross acres	288 Multifamily Units	+/- 11.76 DU/ Gross Acre	N/A	Clermont
Hartle Groves Apartments (Advenir at Castle Hill)	+/- 25.31 gross acres	431 Multifamily Units	+/- 17.03 DU/ Gross Acre	N/A	Clermont

The **Capital Improvements Element** seeks to maintain adopted level of service standards and ensure public facilities and services are available concurrent with development. The proposed development will not be issued a final development order by the County unless there is sufficient capacity of public facilities to meet the standards for levels of service for the existing population and for proposed development. The proposal is consistent with the Capital Improvements Element.

The **Conservation Element** is intended to provide a framework for the ongoing monitoring, management, and use of the County's natural resources. A Wetland Delineation (Attachment "I") was provided by the Applicant. The report indicated that there are approximately 2.7-acres of wetland, and the area has been delineated onsite. The Concept Plan indicates the wetland area and includes the appropriate 50-foot buffer that is required to protect and preserve natural resources. The proposal is consistent with the Conservation Element.

The **Economic Element** seeks to strengthen the County's position as a business center for Central Florida by aggressively pursuing opportunities and building collaborative relations with regional allies. The proposed residential subdivision introduces housing to accommodate different segments of the population and Lake County's growing population as indicated in the Applicant's Project Narrative (Attachment "F"). The proposed amendment is consistent with the Economic Element.

The **Housing Element** is intended to guide Lake County in developing appropriate goals, objectives and policies that demonstrate the County's commitment to meet the identified needs of all its residents. The proposed multifamily development is consistent with the Housing Element of the Comprehensive Plan as it introduces necessary housing to a densely developed area as indicated in the Applicant's Project Narrative (Attachment "F).

The **Intergovernmental Coordination Element** strives to promote coordination between Lake County and other local, state, regional, and federal government entities. The subject property is located within the Clermont Joint Planning Area (JPA). The application was provided on September 9, 2024, to the City of Clermont for determination of consistency with their regulations. The proposed rezoning is consistent with the Intergovernmental Coordination Element.

The **Parks and Recreation Element** is intended to facilitate the development and management of parks and facilities for a recreation system that includes environmental lands, trails, and other recreational opportunities that meets the diverse needs of a growing community. The Concept Plan depicts a minimum of 25% of the subject property to be dedicated as open space. The proposed rezoning is consistent with the Parks and Recreation Element.

The **Transportation Element** is intended to emphasize the more efficient use of the existing transportation system and contributes to the wider national objectives of energy conservation, improved air quality, and increased social and environmental amenities.

Transportation concurrence comments have been revised to reflect updated traffic data.

The standard Level of Service (LOS) for the impacted roadway of CR 455 is "D" with capacity of 1011 with impacted segment from CR 50/CR 455 to SR 50 operating at a v/c fifty-one percent (51%). This project will be generating approximately one hundred and nine (109) pm peak hour trips, in which sixty-nine (69) trips will impact the peak hour direction increasing the v/c ratio to fifty-eight percent (58%) with LOS of "C" (v/c 58 hence capacity is available). A Traffic Impact Analysis was received, and revision is required prior to site plan approval.

The **Public Facilities Element** is intended to ensure that public facilities are available to meet the needs of Lake County residents; public facilities in this element refer to aquifer recharge, potable water, sanitary sewer, solid waste, stormwater, and public-school facilities. The proposed development will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service to public facilities and services. The proposal is consistent with the Public Facilities Element.

The Applicant included "*The rezoning would not result in any burdens on public services. Services are available and in close proximity to the Property. The Property will be serviced for water and wastewater by the City of Clermont in accordance with a Utility Service Agreement for Water and Wastewater."* (Attachment "G").

New development will be required to meet all criteria specified in the Comprehensive Plan.

C. Whether, and the extent to which, the proposed rezoning is inconsistent with existing and proposed land uses.

The proposed rezoning request is consistent with the existing and proposed land uses in the area. Similar complexes are nearby to this development with similar densities. The area is highly developed and adding residential uses to support the surrounding commercial and service uses will create a support system for both. Several other properties in the surrounding area are conditionally zoned.

Furthermore, the Applicant provided the statement below to demonstrate compatibility with the character of the neighborhood:

"The immediate area around the Property has a mix of commercial/retail uses, such as Publix, CarMax, Mobil gas station, Bank of America, Rooms to Go, car dealerships, self-storage, RV Storage, and other professional offices and services. There are also existing multifamily residential developments across Hartle Road (CR 455) and across SR 50- Advenir at Castle Hill, located across SR 50, has 327 multifamily units and the Grove at Clermont, located directly across Hartle Road, has 258 total units. Moreover, there is existing RV storage and industrial uses to the north of the Property. The surrounding area is by and large intensely and densely developed, and the proposed Project is compatible with the character of such area.
Finally, the location of the Property fronting CR 455 is key because there is regional connectivity for residents to easily access other parts of the County either via SR 50 (which intersection is approximately 10-12 minutes from both Hwy 27 and the Turnpike) or via the newly constructed CR 455 bridge over the Turnpike. The construction of such bridge over the Turnpike underscores how this location is appropriate for the Project given the ease of accessibility for residents to daytime job opportunities both in and out of the City." (Attachment "E")

D. Whether there have been changed conditions that justify a rezoning.

The Applicant provided the statement below to demonstrate compatibility with the character of the neighborhood:

"The Property is located around new multifamily development sites and existing commercial uses and is therefore compatible and consistent with the development patterns in the area. The construction of apartments in the past few years in the immediate vicinity of the Property underscore the compatibility of this request and the incompatibility of retaining an Ag zoning on this site." (Attachment "E")

E. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and fire and emergency medical facilities.

Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service to public facilities and services.

Water and Sewage

The City of Clermont has provided documentation (Attachment "G") indicating that the City has entered into a Utility Service Agreement for Water and Wastewater with the Applicant. The Applicant must comply with Policy IX-3.1.1, Regional Wastewater Service Criteria of the Comprehensive Plan.

Schools

Lake County Schools reviewed the application and determined that capacity is available, and School Concurrency Reservation is extended through July 1, 2025 (Attachment "H").

Parks

The proposed rezoning is not anticipated to adversely impact park capacity or levels of service.

Solid Waste

The proposed request is not anticipated to adversely impact solid waste capacities or levels of service.

Public Safety

Lake County Fire Station # 90 is located less than one (1) mile from the subject property at 2150 Ray Goodgame Parkway, Clermont, and will provide advanced life support should an emergency on the property demand this service. Fire protection water supply and emergency access will be addressed during the site plan review process, should the Future Land Use Amendment be approved by the Board.

Transportation Concurrency

Transportation concurrence comments have been revised to reflect updated traffic data.

The standard Level of Service (LOS) for the impacted roadway of CR 455 is "D" with capacity of 1011 with impacted segment from CR 50/CR 455 to SR 50 operating at a v/c fifty-one percent (51%). This project will be generating approximately one hundred and nine (109) pm peak hour trips, in which sixty-nine (69) trips will impact the peak hour direction increasing the v/c ratio to fifty-eight percent (58%) with LOS of "C" (v/c 58 hence capacity is available).

A Traffic Impact Analysis was received, and revision is required prior to site plan approval.

F. Whether, and the extent to which, the proposed rezoning would result in significant adverse impacts on the natural environment.

An environmental assessment will be submitted with site plan application to indicate the presence of vegetation, soils, wetlands, threatened and endangered species on the site. Any required State permitting, or mitigation will be obtained before development can commence. All sensitive resources will be addressed through the development review process. New development will be required to meet all criteria specified by the Comprehensive Plan and Land Development Regulations (LDR).

A Wetland Delineation (Attachment "I") was submitted by the Applicant. The report indicated that there are approximately 2.7-acres of wetland, and the area has been delineated onsite. The Concept Plan indicates the wetland area and includes the appropriate 50-feet buffer that is required to protect and preserve natural resources.

G. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

In their Project Narrative (Attachment "F"), the Applicant states that *"The Property is currently zoned Ag and is undeveloped. Any development of this Property as a market rate multifamily development would increase the site's [sic] and surrounding property's values."*

H. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

The proposed rezoning would not disrupt the existing orderly and logical development pattern of the area as the subject parcel is surrounded by existing development of varying commercial uses and is in proximity to existing multifamily development at the same or greater density than the proposed development.

The Applicant stated in the Project Narrative (Attachment "F") that, "*As described above, the surrounding area is by and large intensely and densely developed, and the proposed Project is compatible with the character of such area. Thus, a higher density residential development product placed in close proximity to amenities, services, jobs and transportation networks is not only orderly and logical, but directly in line with the County's desire to have these types of developments in urban cores.*"

I. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the

purpose and intent of these Regulations.

The proposed rezoning application is in harmony with the general intent of the Comprehensive Plan and LDR as stated in Sections A through H above.

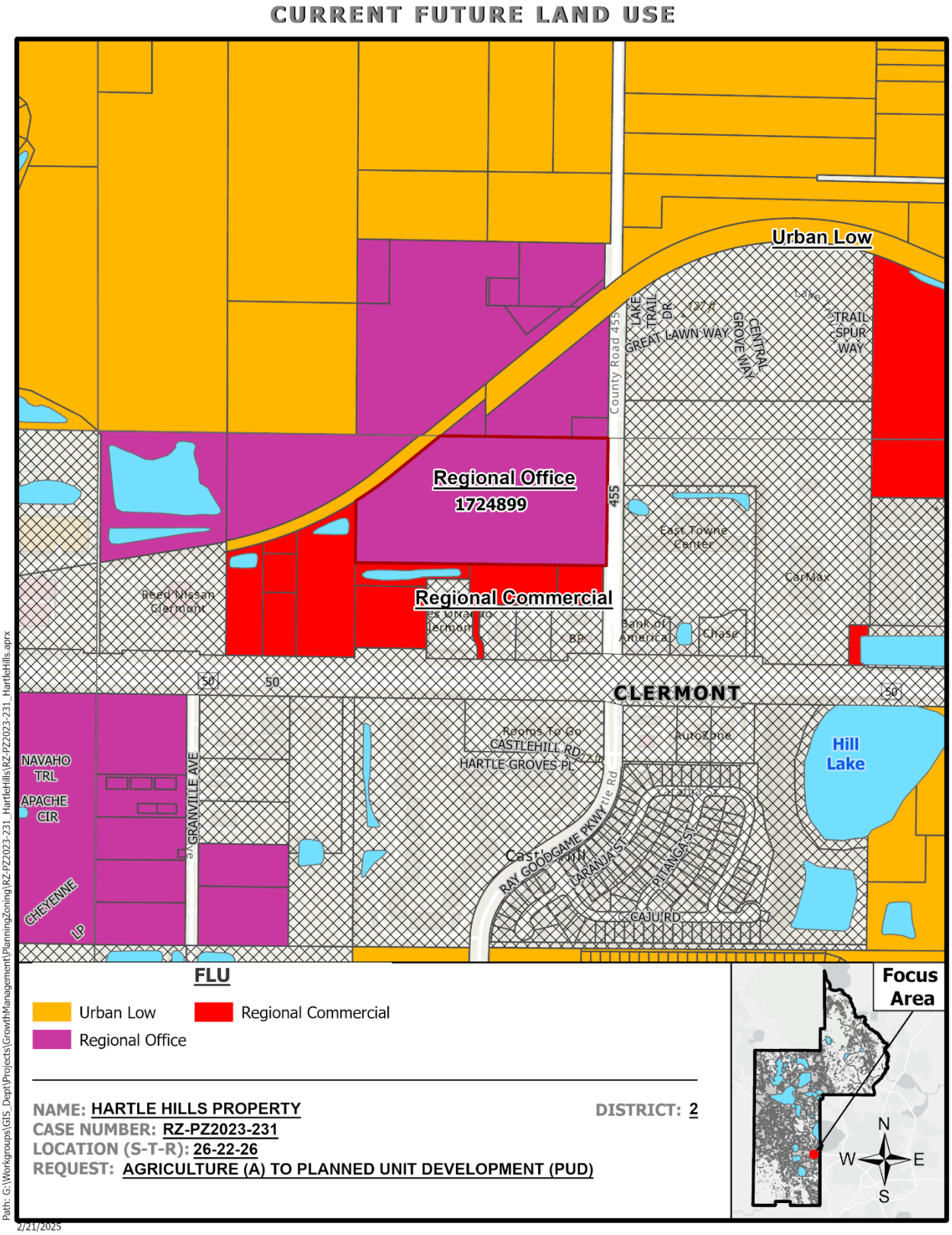
The Applicant stated in the Project Narrative (Attachment "F") that*, "The Project would not only satisfy a growing market demand but would place much needed higher density housing in the most logical area of the County- i.e. within urban development areas. The rezoning would provide for a highly amenitized market rate rental product that serves the public interest and is in harmony with the County's Comprehensive Plan and LDRs."*

J. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

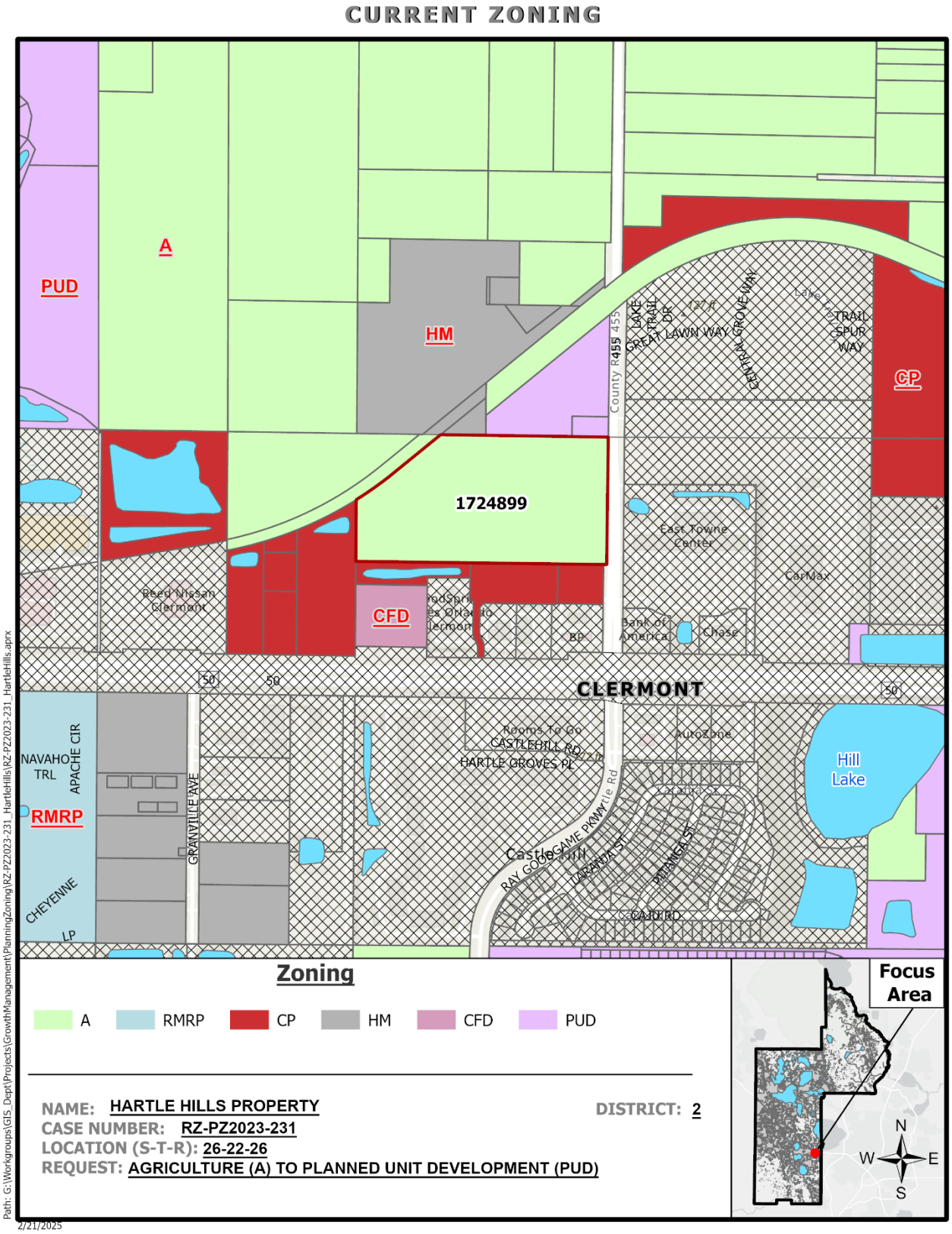
The proposed rezoning application was submitted concurrently with a site specific proposed Comprehensive Plan Map Future Land Use Category to Planned Unit Development being presented under a separate cover as case.

On May 27, 2026, the applicant submitted updates to their wetland delineation map and updated their concept plan accordingly. These changes are reflected in Attachment "E" and Attachment "I".

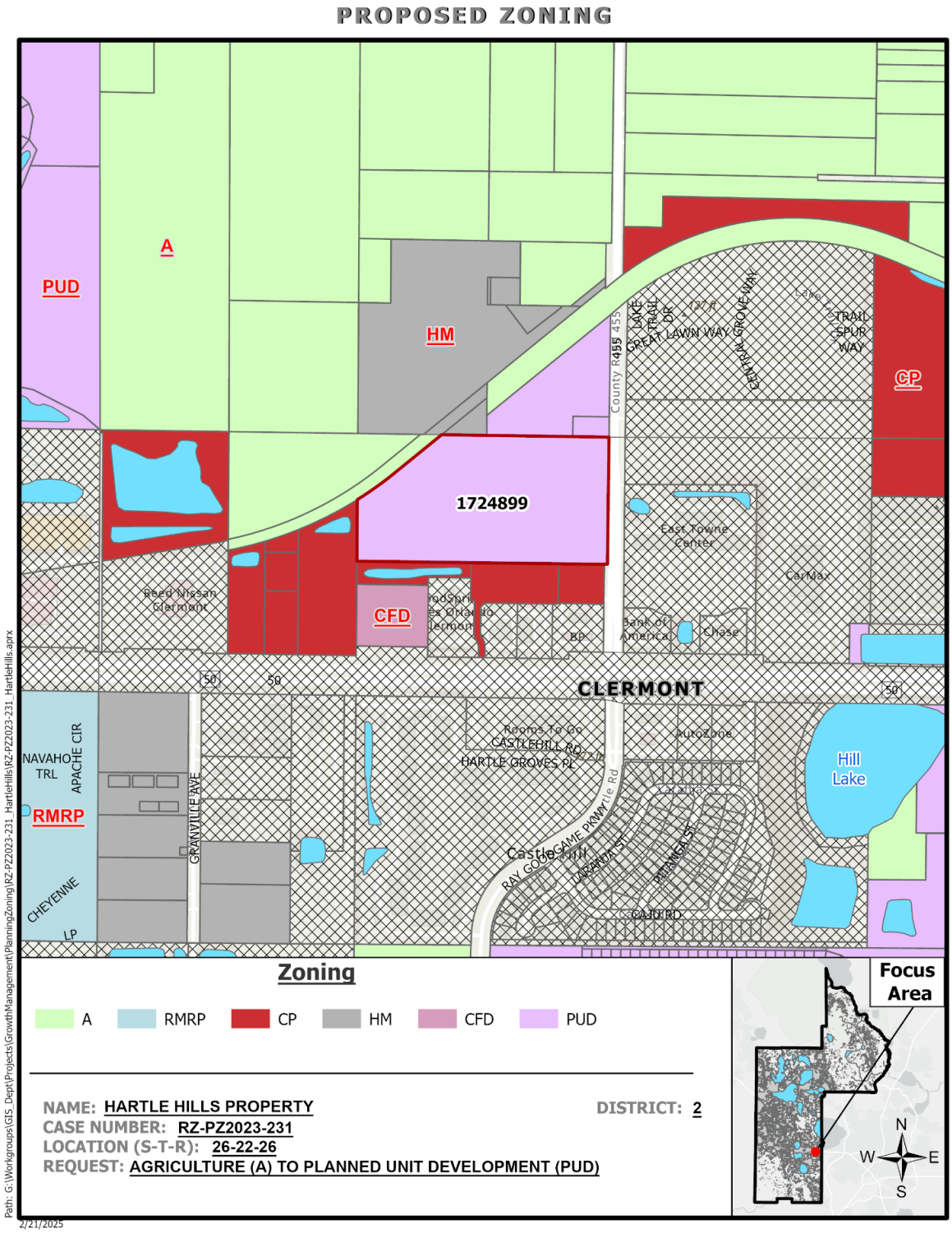
Attachment "A" – Future Land Use Map



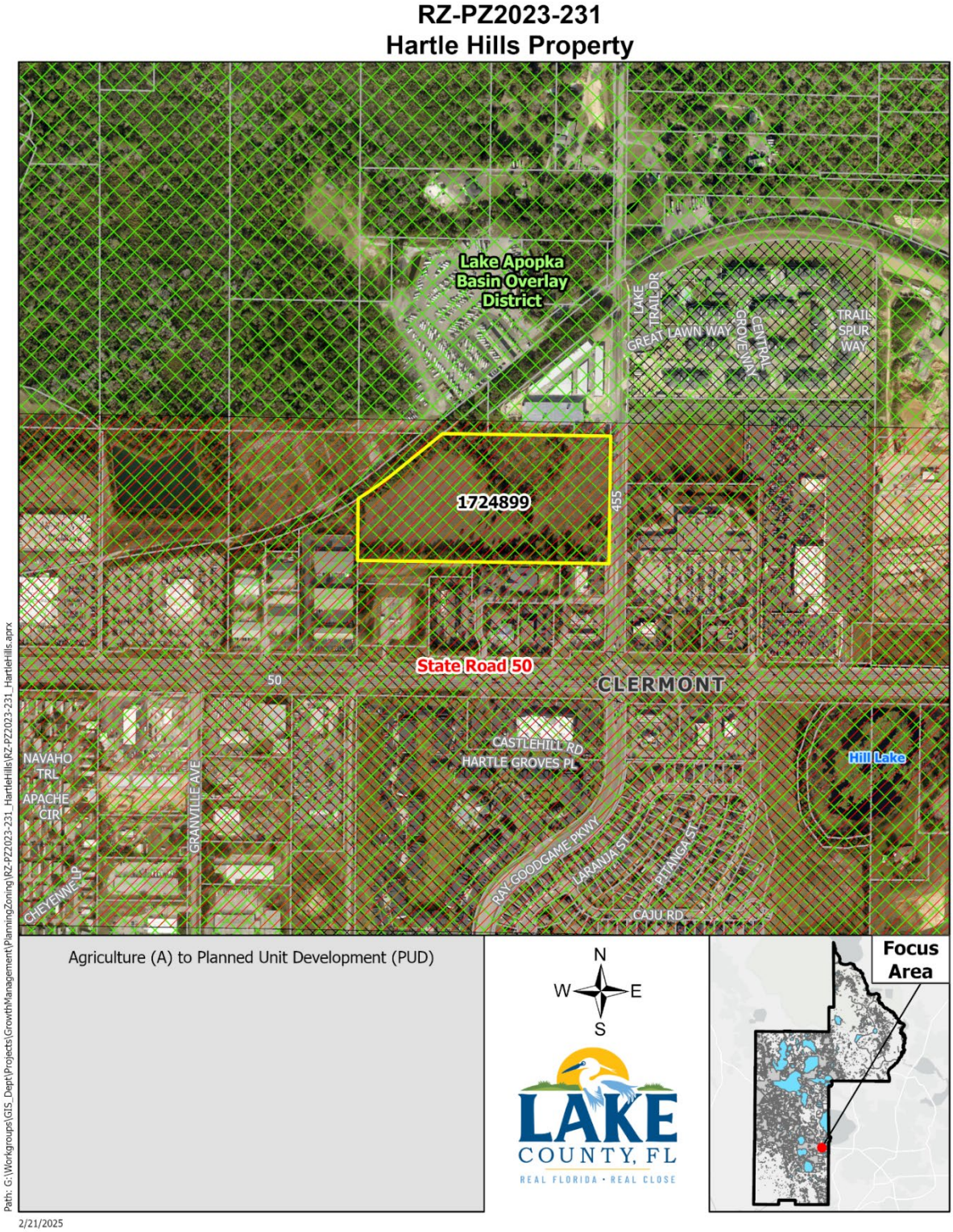
Attachment "B" – Zoning District Map



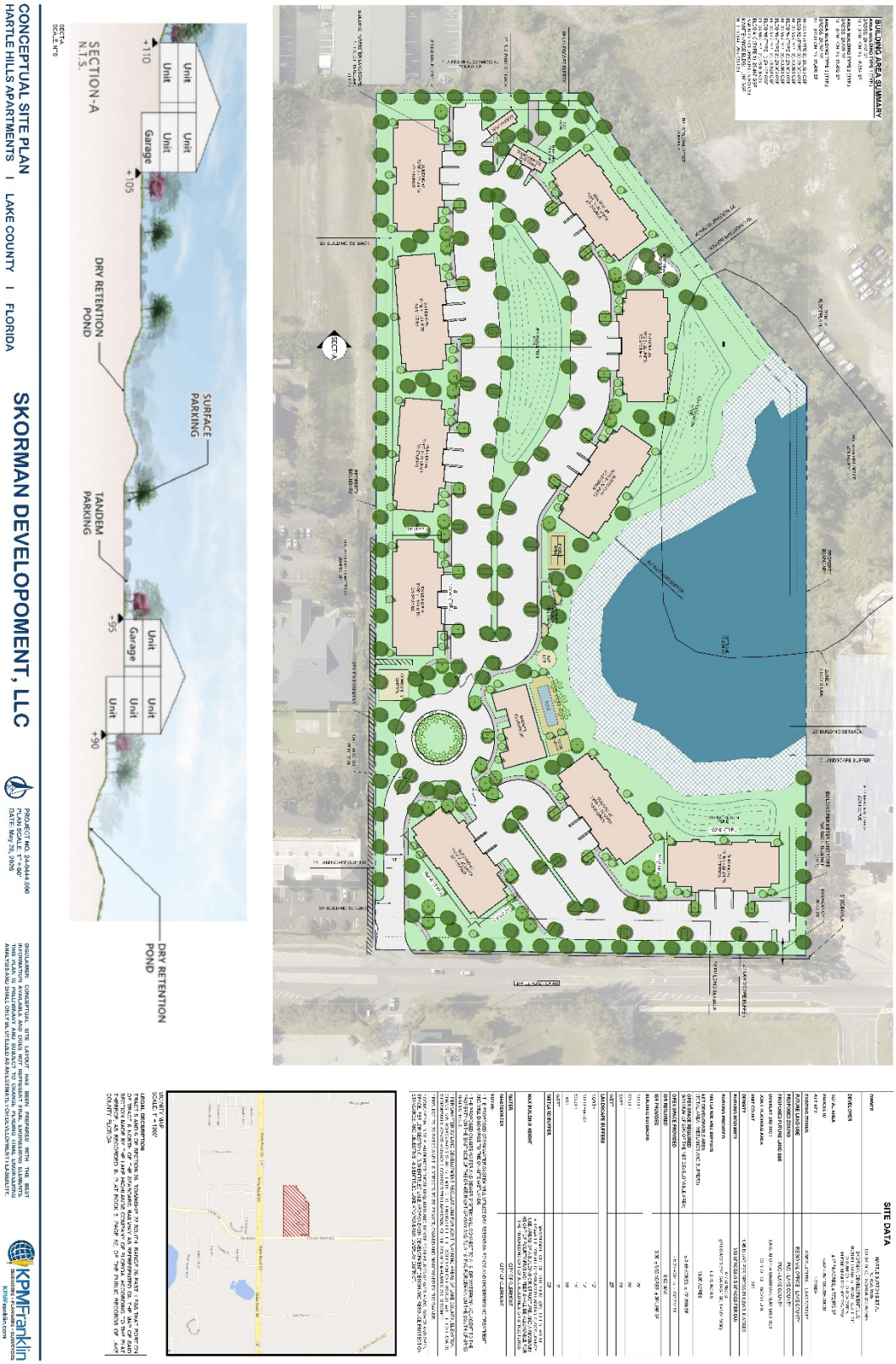
Attachment "C"-Proposed Zoning District



Attachment “D”, Overlay District



Attachment “E”, Concept Plan



Attachment "F" - Project Narrative (Page 1 of 5)

Hartle Hills- Updated November 2024

SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
AND REZONING JUSTIFICATION STATEMENT
HARTLE HILLS APARTMENTS
ALT KEY 1724899

The subject property is located in Lake County and consists of 17.89 acres comprised of ALT Key 1724899 (the "Property"). The Property has a current Future Land Use designation of Regional Office:



The Property is also zoned Agricultural:



The request is to develop the Property in a single phase with 212 market rate multifamily residential units (at a density of 11.85 dwelling units per acre) with extensive amenities, including a clubhouse, fitness center

Attachment "F" - Project Narrative (Page 2 of 5)

and resort style pool, an activity lawn and BBQ area, a pickleball or other sport court, tot lot, community garden, walking paths, dog park, bike and dog spa, yoga lawn and butterfly garden (the "Project"). The Project will also have access to the South Lake Trail, providing residents with access to a 43-mile greenway corridor and recreational trail for walking, running and biking. Because the Property is located within the Clermont Joint Planning Area, the concept plan submitted with the application package shows a development program that complies with the adopted JPA development code standards under Section 15.02.00 of the County's Land Development Regulations ("LDRs").

The Property currently cannot be developed under its existing entitlements; therefore, in order to develop the Project, a Future Land Use map amendment to Planned Unit Development ("PUD") and a rezoning to PUD are requested.

As requested by County staff, the following responses on compatibility and consistency are also being provided:

a. Whether the rezoning is in conflict with any applicable provisions of the Land Development Code.

The Project has been designed in compliance with the adopted JPA development code standards under Section 15.02.00 of the County's LDRs. The concept plan has also been updated based on the City of Clermont's staff review to ensure conformity with their code.

b. How the application is consistent with all elements of the Comprehensive Plan.

There are multiple Comprehensive Plan policies satisfied by this request, including:

- ***Goal I-1/Policy -1.1.3: Direct compact development to established urban areas to prevent sprawl and the loss of rural land.*** **– The Project is in a highly developed urban core, will utilize existing urban services, and does not constitute sprawl or the loss of any rural land.**
- ***Goal I-1/Policy I-1.1.4: Ensure compatibility between densities and intensities of development, providing for land use transitions as appropriate to protect the long-term integrity of both urban and rural areas.*** **- The Project is compatible with the surrounding developments, including the intensities of such developments, and will be an appropriate transition from the commercial developments fronting SR 50.**
- ***Policy 1-6.3.4: Residential, commercial, and office uses within designated areas provided that development is clustered on the landward portion of the property, and away from environmentally sensitive features and habitat.*** **- The Project is located ~4,800 from the nearest shoreline of Lake Apopka and proposed residential uses on the landward portion of the property away from environmentally sensitive features and habitat.**
- ***Policy 1-7.8.1: Within urban areas, Planned Unit Developments shall provide for innovative planning concepts of site development . . .to create aesthetically pleasing living, shopping, and working environments on properties of adequate size and location, consistent with other policies of this Comprehensive Plan.*** **- The Project is thoughtfully designed to provide extensive and premium amenities and open space for residents with direct accessibility to adjacent commercial businesses and services. The proximity of commercial to residential uses reduces dependence on vehicle travel to grocery shop, go the bank, or run other simple daily errands. The Project will also have access to the South Lake Trail System, providing residents with options for enjoying Lake County's natural charm and outdoor recreational opportunities.**
- ***Policy 1-7.8.1: The application for a PUD shall be accompanied by a conceptual site plan depicting important features including but not limited to the location of major roads, structures, and required open space. Approval of a PUD shall require that***

Attachment "F" - Project Narrative (Page 3 of 5)

development occur substantially as depicted on the proposed conceptual site plan.- **A conceptual site plan as required is included with the submittal and has been designed in compliance with the adopted JPA development code standards under Section 15.02.00 of the County's LDRs.**

c. How the proposed rezoning is inconsistent with existing and proposed land uses.

The proposed amendment is consistent with surrounding existing and proposed land uses. As shown on Attachment "A", the immediate area around the Property has a mix of commercial/retail uses, such as Publix, CarMax, Mobil gas station, Bank of America, Rooms to Go, car dealerships, self-storage, RV Storage, and other professional offices and services. There are also existing multifamily residential developments across Hartle Road (CR 455) and across SR 50- Advenir at Castle Hill, located across SR 50, has 327 multifamily units and the Grove at Clermont, located directly across Hartle Road, has 258 total units. Moreover, there is existing RV storage and industrial uses to the north of the Property. The surrounding area is by and large intensely and densely developed, and the proposed Project is compatible with the character of such area.

Finally, the location of the Property fronting CR 455 is key because there is regional connectivity for residents to easily access other parts of the County either via SR 50 (which intersection is approximately 10-12 minutes from both Hwy 27 and the Turnpike) or via the newly constructed CR 455 bridge over the Turnpike. The construction of such bridge over the Turnpike underscores how this location is appropriate for the Project given the ease of accessibility for residents to daytime job opportunities both in and out of the City.

d. A statement describing any changed conditions that would justify the rezoning.

As noted above, the Property is located around new multifamily development sites and existing commercial uses and is therefore compatible and consistent with the development patterns in the area. The construction of apartments in the past few years in the immediate vicinity of the Property underscore the compatibility of this request and the incompatibility of retaining an Ag zoning on this site.

e. Description of how the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.

The rezoning would not result in any burdens on public services. Services are available and in close proximity to the Property. The Property will be serviced for water and wastewater by the City of Clermont in accordance with that certain Utility Service Agreement for Water and Wastewater dated August 27, 2024. Moreover, school capacity has been reserved for 212 units through January 1, 2025.

f. Any impacts the rezoning application would affect the natural environment.

The Project has been designed in accordance with wetland setback and buffer requirement, as well as Lake Apopka Basin Overly standards, and preserves significant open space in an effort to protect and enhance the natural environment.

g. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

Attachment "F" - Project Narrative (Page 4 of 5)

The Property is currently zoned Ag and is undeveloped. Any development of this Property as a market rate multifamily development would increase the site's and surrounding property's values.

h. How the proposed rezoning would result in an orderly and logical development pattern.

As described above, the surrounding area is by and large intensely and densely developed, and the proposed Project is compatible with the character of such area. Thus, a higher density residential development product placed in close proximity to amenities, services, jobs and transportation networks is not only orderly and logical, but directly in line with the County's desire to have these types of developments in urban cores.

i. How the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

The Project would not only satisfy a growing market demand, but would place much needed higher density housing in the most logical area of the County- i.e. within urban development areas. The rezoning would provide for a highly amenitized market rate rental product that serves the public interest and is in harmony with the County's Comprehensive Plan and LDRs.

As further requested by County staff in their Response to Comments Letter dated September 12, 2024, the proposed development program is compliant with LDR Section 6.15.00 entitled Lake Apopka Basin Development Design and Resource Protection Standards, and Objective 1-6.3 entitled Lake Apopka Basin Overlay District. Compliance with applicable portions of LDR Section 6.15.00 are demonstrated as follows:

1. 6.15.03 limits multifamily developments within a half-mile of the lake shoreline, but the project is nearly one mile from the shoreline, so such limitations do not apply.
2. Section 6.15.04 has been or will be satisfied at permitting, as the only currently applicable subsection is (A) and the required fifty (50) foot natural buffer has been established upland of wetlands and between any development, as shown on the Concept Plan.
3. Moreover, the required connection to central water and sewer under Section 6.15.05 has been satisfied as the City of Clermont and the owners have executed a Utility Service Agreement for Water and Wastewater dated August 27, 2024.
4. Requirements for compliance with SJRWMD regulations for stormwater management under Section 6.15.06 shall be met at permitting.

Compliance with applicable portions of Comprehensive Plan Objective 1-6.3 are demonstrated as follows:

1. Pursuant to Policy 1-6.3.4, residential uses are permitted so long as development is designed away from environmentally sensitive features and habitat, which is provided for on the Concept Plan.
2. Policy I-6.3.6 is satisfied as the required fifty (50) foot natural buffer has been established upland of wetlands and between any development, as shown on the Concept Plan and native and "right plant-right place" landscaping is required as a condition of the PUD zoning ordinance.
3. Requirements for compliance with SJRWMD regulations for stormwater management under Policy 1-6.3.8 shall be met at permitting.

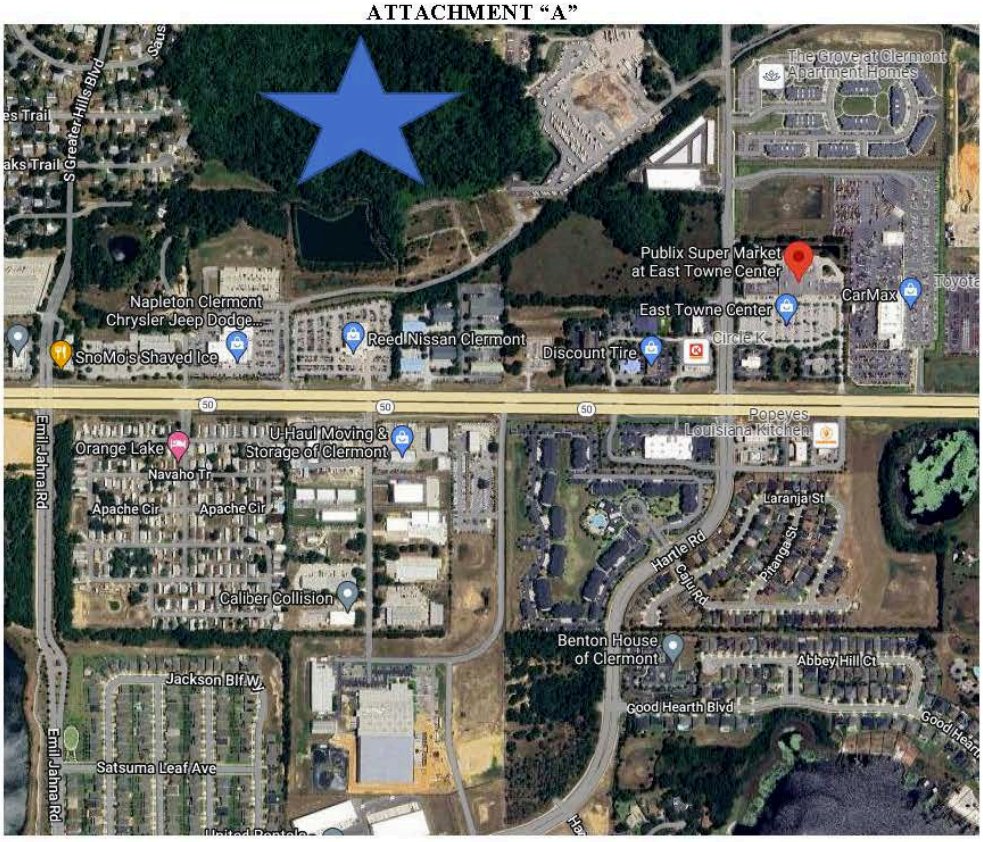
Because the Project enhances an existing developed area, provides residential options in an appropriate urban environment and meets the goals and policies of the Compressive Plan and Code, we respectfully request staff's support of this Project.

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Attachment “F” - Project Narrative (Page 5 of 5)

Hartle Hills - Updated November 2024

ATTACHMENT “A”



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Attachment "G" - Utility Service Agreement (Page 1 of 17)

INSTRUMENT#: 2024116067 OR BK 6408 PG 928 PAGES: 17 10/2/2024 1:56:08 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $146.00

UTILITY SERVICE AGREEMENT
FOR WATER & WASTEWATER

This Agreement is entered into this 27 day of August, 2024 by and between the City of Clermont, a Florida Municipal Corporation, hereinafter referred to as **"CITY"**, and , Burton B. Hartle, Benson K. Hartle, Allan H. Hartle, and Miriam F. Condron, their successors, transferees and assigns, hereinafter collectively referred to as **"OWNER".**

WITNESSETH

Whereas, OWNER owns that certain property identified as ALT Key 1724899, consisting of approximately 17.89+/- acres as more particularly described in Exhibit 'A', attached hereto and incorporated herein, hereinafter referred to as the **"PROPERTY";** and

Whereas, the PROPERTY is located in unincorporated Lake County and OWNER is requesting water and sewer utility service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the PROPERTY, OWNER will extend water and sewer lines as needed to serve the PROPERTY in accordance with the minimum requirements of CITY Land Development Regulations, its water and sewer specifications and as required to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option and cost of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the PROPERTY by the CITY, subject to the terms and conditions contained herein, OWNER agrees that this Agreement shall constitute an unconditional application to annex the PROPERTY into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

1.1 CITY shall provide water and sewer service for the PROPERTY for multi-family residential utility flow/demand of up to 34,000 gpd for water and 34,000 gpd for sewer.

1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY as more particularly depicted in Exhibit 'B' attached hereto and incorporated herein; provided if City system connection points are located closer to the PROPERTY at the time OWNER submits for plans and permits and available for connection in accordance with the City's technical codes and specification, then OWNER shall have the option to

Attachment "G" - Utility Service Agreement (Page 2 of 17)

connect into such alternative connection points.

1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY. Subject to Section 1.2 above, the route is generally depicted in Exhibit 'B' attached hereto and incorporated herein.

1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development. The project's lift station and sanitary forcemain shall be privately owned and maintained.

1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

1.5.1 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY. Reimbursement to OWNER for the cost hereunder shall be, at the sole option of CITY, in the form of water and/or sewer impact fee credits or cash reimbursement.

1.5.2 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs within thirty (30) days from the date the OWNER provides to the CITY.

1.5.3 Prior to the commencement of construction, OWNER and CITY shall agree on the cost difference, which will be eligible for reimbursement as set forth herein.

1.5.4 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property. CITY shall reimburse OWNER for the difference in costs as determined above solely in the form of water and/or sewer impact fee credits.

1.5.5 The Impact Fee Credits, if any, shall be established subject to this Section 1.5 at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.

1.5.6 In the event that available Impact Fee Credits for the cost of materials for any oversizing as contemplated herein exceed the amount of water and sewer impact fees calculated and assessed to the OWNER for the PROPERTY, the dollar amount of the excess impact fee credits may be transferred outside of the PROPERTY and assigned to any transferee, heir, assign or successor in interest for any development or project upon which water or sewer impact fees are assessed by CITY. Any transfer of impact fee credits shall be subject to and evidenced by the execution of an assignment of the credits by OWNER in a form acceptable to CITY. As an administrative fee for processing the contemplated transfer, the CITY shall receive for each assignment processed the greater of $500 or seven (7) per cent of the credit amount transferred,

Attachment "G" - Utility Service Agreement (Page 3 of 17)

1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project or any oversizing as referred to above. No building permits shall be applied for by OWNER or its agents or assigns or issued until the later of: i) water and sewer are provided to the site or until a bond, acceptable to CITY, is in place to guarantee completion of off-site improvements or ii) the PROPERTY has been annexed into the City of Clermont. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.

1.7 OWNER acknowledges that as of the effective date of this Agreement and for an undetermined period of time thereafter, CITY will not have sufficient or available reclaimed water to be used for irrigation on the PROPERTY. As a result, OWNER agrees that until such time as sufficient quantities of reclaimed water, as determined by CITY, are available to irrigate the PROPERTY, OWNER, at its expense, shall:

1.7.1 construct, operate and maintain a private well to be used to irrigate the PROPERTY;

1.7.2 construct, operate and maintain a pumping station and storage facility sufficiently sized to meet the irrigation requirements for the PROPERTY.

1.8 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.

1.9 The City may require a looped system to provide reliability and redundancy to the PROPERTY.

1.10 The OWNER shall install a master backflow and master meter at the property line, water line servicing the property, starting at the master backflow and including the master backflow, and it shall be privately owned and maintained.

1.11 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.

Section 2. DEVELOPMENT STANDARDS

2.1 Except as provided below in Section 2.2 and Section 3, the PROPERTY shall be developed according to City standards, unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

2.2 The PROPERTY shall be developed in substantial accordance with the PUD Ordinance (File No. PZ2023-231, Application Request No. 5436) approved by the Lake County Board of County Commissioners and shall be a market rate multi-family project. OWNER further agrees, on behalf of itself, its heirs, transferees and assigns that it will not in the future apply for or seek consideration for any use of the PROPERTY that is eligible for consideration under Florida's Live Local Act, F.S. Section 166.04151 as may be amended, City Ordinance No. 2024-012, as may be amended or any other legislative act designed to promote affordable housing. This covenant shall specifically survive annexation of the PROPERTY into the City.

Attachment "G" - Utility Service Agreement (Page 4 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 931 PAGE 4 of 17

Section 3. ANNEXATION/BUILDING PERMITS

The OWNER agrees that the CITY may annex the PROPERTY into the City of Clermont, if the CITY, in its sole discretion, chooses to do so. Notwithstanding the foregoing, unless otherwise agreed to by the parties, the CITY agrees that it shall not annex the PROPERTY or any portion thereof, until the earlier of the time that (i)the construction plans and final plat have been approved by Lake County or (ii) two (2) years after the effective date of this AGREEMENT. In consideration of CITY's agreement to delay annexation, OWNER agrees that it will not apply for any building permit or permits until such time that the City Council of CITY has granted or denied OWNER's application for annexation of the PROPERTY. In conjunction herewith, the OWNER shall provide to the CITY a Notice of Encumbrance to Annex the PROPERTY in a form substantially in compliance with the form set forth in Exhibit "C", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County, whereupon it is agreed it shall serve as an enforceable encumbrance on the PROPERTY described therein. The Notice of Encumbrance shall be executed by all owners of the PROPERTY and shall be accompanied, at the OWNER'S expense, by a current certificate of title or opinion letter acceptable to the CITY and issued by a licensed title company or attorney identifying all owners in interest of the ENTIRE PROPERTY. All land transfers by the OWNER occurring prior to annexation of the PROPERTY shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land. Notwithstanding anything above to the contrary, the OWNER expressly agrees that it shall not apply for a building permit for any structure to be constructed on the PROPERTY until such time as the PROPERTY has been annexed into the City of Clermont. Notwithstanding the foregoing, in the event the CITY fails to annex the PROPERTY, within six (6) months of the expiration of the annexation restriction above the CITY shall continue to provide utility services to the PROPERTY and the OWNER shall be able to apply and receive building permits from Lake County. Owner agrees, however, that in the event CITY fails to annex the PROPERTY, the Notice of Encumbrance to Annex shall remain in full force and effect and CITY may annex the property at any time thereafter.

Section 4. DEFAULT

In the event of default by OWNER of any of the terms and conditions of this Agreement, the OWNER expressly agrees and consents that the CITY shall have the right to not provide water and sewer service to the PROPERTY, or if applicable, terminate water and sewer service to the PROPERTY.

Section 5. SEVERABILITY

In the event that any provision of this Agreement shall be held invalid or unenforceable, the provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

Section 6. NOTICES

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

Attachment "G" - Utility Service Agreement (Page 5 of 17)

CITY	City of Clermont City Manager P.O. Box 120219 Clermont, FL 34712-0219
OWNER	Burton B. Hartle, et. al. PO Box 1565 Sorrento, FL 32776-1565
With a copy to:	Tara Tedrow, Esq. Lowndes 215 N. Eola Dr. Orlando, FL 32801 Tara.Tedrow@lowndes-law.com

Section 7. AMENDMENTS

Any amendment to this Agreement is not effective unless the amendment is in writing and signed by all parties.

Section 8. EFFECTIVE DATE

The effective date of this Agreement shall be the day of execution of the Agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 27 day of August, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Attachment "G" - Utility Service Agreement (Page 6 of 17)

Signed, sealed and delivered
in the presence of:

Witness: Robin Sullivan
Print Name: Robin Sullivan
Address: 700 Almond St Clermont FL 34711

Witness: [signature]
Print Name: Madelyn Damon
Address: 700 Almond St, Clermont, FL 34711

OWNER:
Burton B. Hartle

By: Burton B Hartle

Name: Burton B Hartle

Its: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of September 2024, by Burton B. Hartle, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced Florida Driver's License as identification.

(NOTARY SEAL)

VALLEI F RAMEY NOTARY PUBLIC MY COMMISSION EXPIRES 6-28-2026 STATE OF FLORIDA COMMISSION NUMBER HH 281683

Notary Public Signature

Vallei Fay Ramey
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 7 of 17)

Signed, sealed and delivered
in the presence of:

Witness: Robin Sullivan
Print Name: Robin Sullivan
Address: 700 Clermont St. Clermont FL 34711

Witness:
Print Name: Lisa Welling
Address: 700 Almond St Clermont FL 34711

OWNER:
Benson K. Hartle

By: Benson K. Hartle

Name: Benson K. Hartle

Its: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of September, 2024, by Benson K Hartle, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced Florida Driver's License as identification.

(NOTARY SEAL)

STATE OF FLORIDA
COMMISSION NUMBER HH 281663
MY COMMISSION EXPIRES 6-28-2026
VALLEI F RAMEY
NOTARY PUBLIC

Notary Public Signature

Vallei Faye Ramey

(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 8 of 17)

Signed, sealed and delivered
in the presence of:

Witness: _____
Print Name: Lisa Welling
Address: 700 Almond St
Clermont FL 34711

Witness: _____
Print Name: ROBERT K. BORAK II
Address: 700 Almond St
Clermont FL 34711

OWNER:
Allan H. Hartle

By: Allan H. Hartle

Name: Allan H. Hartle

Its: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of September 2024, by Allan H. Hartle, as ____ of ____, a ____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced FL drivers license as identification.

(NOTARY SEAL)

ROBIN L SULLIVAN
Notary Public-State of Florida
Commission # HH 128234
My Commission Expires
May 10, 2025

Robin L Sullivan
Notary Public Signature

Robin L. Sullivan
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 9 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 936 PAGE 9 of 17

Signed, sealed and delivered
in the presence of:

Witness: _____
Print Name: Madelyn Damon
Address: 700 Almond St
Clermont, FL 34711

Witness: _____
Print Name: Lisa Welling
Address: 700 Almond St
Clermont FL 34711

OWNER:
Miriam F. Condron

By: Miriam F. Condron

Name: Miriam F. Condron

Its: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of September, 2024, by miriam F. Condron, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced FL Drivers License as identification.

(NOTARY SEAL)

ROBIN L SULLIVAN
Notary Public-State of Florida
Commission # HH 128234
My Commission Expires
May 10, 2025

Robin L Sullivan
Notary Public Signature

Robin L. Sullivan
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 10 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 937 PAGE 10 of 17

EXHIBIT "A"

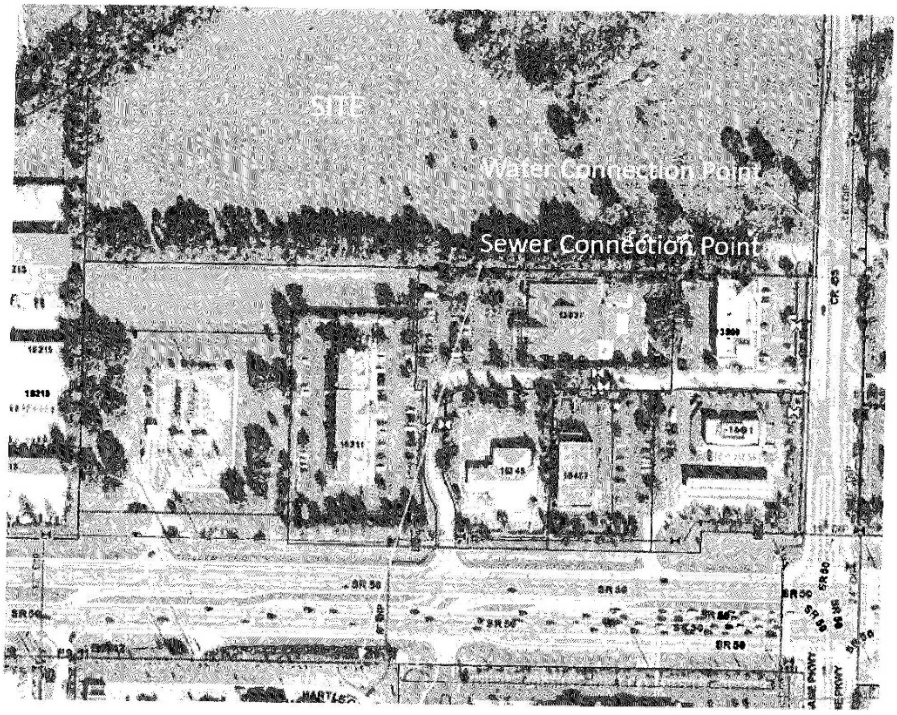
PROPERTY DESCRIPTION

Tracts 5 and 6 of Section 26, Township 22 South, Range 26 East, less that portion of Tract 6 north of the Seaboard Railway as represented on the map of said section made by the Lake Highlands Company of Florida, according to the plat thereof, as recorded in Plat Book 3, at Page 52, of the public records of Lake County, Florida.

Attachment "G" - Utility Service Agreement (Page 11 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 938 PAGE 11 of 17

EXHIBIT "B"



Attachment "G" - Utility Service Agreement (Page 12 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 939 PAGE 12 of 17

EXHIBIT "C"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 27 day of August, 2024, between Burton B. Hartle, Benson K. Hartle, Allan H. Hartle, and Miriam F. Cendron, property owners in the County of Lake, State of Florida ("Grantor"), and the **CITY OF CLERMONT**, FLORIDA, A Municipal Corporation ("Grantee").

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below -- described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law, and consistent with the Utility Services Agreement for Water and Wastewater between GRANTOR and Grantee dated August 27, 2024.

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

Attachment "G" - Utility Service Agreement (Page 13 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 940 PAGE 13 of 17

Signed, sealed and delivered
in the presence of:

Witness: Robin Sullivan
Print Name: Robin Sullivan
Address: 702 Almond St, Clermont 34711

Witness:
Print Name: Lisa Welling
Address: 702 Almond St
Clermont FL 34711

GRANTOR:
Benson K. Hartle

By: Benson K Hartle

Name: Benson K Hartle

Its: _____

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of September, 2024, by Benson K. Hartle, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced Florida Driver's License as identification.

(NOTARY SEAL)

VALLEI F RAMEY NOTARY PUBLIC MY COMMISSION EXPIRES 6-28-2026 STATE OF FLORIDA COMMISSION NUMBER HH 281693

Vallei Faye Ramey
Notary Public Signature

Vallei Faye Ramey
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 14 of 17)

Signed, sealed and delivered
in the presence of:

Witness: _____
Print Name: Lisa Wellins
Address: 700 Almond St Clermont FL 34711

Witness: _____
Print Name: ROBERT K. BORSKI II
Address: 700 Almond ST
Clermont FL 34711

GRANTOR:
Allan H. Hartle

By: Allan H. Hartle
Name: Allan H. Hartle
Its: _____

STATE OF Florida
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of September, 2024 by Allan H Hartle, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced FL drivers license as identification.

(NOTARY SEAL)

ROBIN L SULLIVAN
Notary Public-State of Florida
Commission # HH 128234
My Commission Expires
May 10, 2025

Robin L Sullivan
Notary Public Signature

Robin L Sullivan
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 15 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 942 PAGE 15 of 17

Signed, sealed and delivered
in the presence of:

Witness: _____
Print Name: Madelyn Damon
Address: 700 Almond St
Clermont, FL 34711

Witness: _____
Print Name: Lisa Welling
Address: 700 Almond St
Clermont FL 34711

GRANTOR:
Miriam F. Condron

By: Miriam F Condron

Name: Miriam F Condron

Its: _____

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of September, 2024, by miriam F Condron, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced FL drivers License as identification.

(NOTARY SEAL)

ROBIN L SULLIVAN
Notary Public-State of Florida
Commission # HH 128234
My Commission Expires
May 10, 2025

Robin L Sullivan
Notary Public Signature

Robin L Sullivan
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 16 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 943 PAGE 16 of 17

Signed, sealed and delivered
in the presence of:

Witness: Robin Sullivan
Print Name: Robin Sullivan
Address: 700 Almond St. Clermont FL 34711

Witness: Madelyn Damon
Print Name: Madelyn Damon
Address: 700 Almond St, Clermont, FL 34711

OWNER:
Burton B. Hartle

By: Burton B. Hartle
Name: BURTON B. HARTLE
Its: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of September 2024 by Burton B. Hartle as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced Florida Driver's License as identification.

(NOTARY SEAL)

VALLEI F RAMEY
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-28-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 281683

Notary Public Signature

Vallei Faye Ramey
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 17 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 944 PAGE 17 of 17

EXHIBIT "A"

PROPERTY DESCRIPTION

Tracts 5 and 6 of Section 26, Township 22 South, Range 26 East, less that portion of Tract 6 north of the Seaboard Railway as represented on the map of said section made by the Lake Highlands Company of Florida, according to the plat thereof, as recorded in Plat Book 3, at Page 52, of the public records of Lake County, Florida.

Attachment "H", School Concurrency

LAKE COUNTY SCHOOLS

201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias, MAOM
District 2
Tyler Brandeburg
District 3
Marc Dodd, M.Ed.
District 4
Mollie Cunningham
District 5
Stephanie Luke, Ed.D.

December 9, 2024

Mr. Mark Skorman
Skorman Development
6000 Metrowest Blvd., #111
Orlando, FL 32835

RE: Hartle Apartments – Unincorporated Lake County, Clermont area
School Concurrency Capacity Reservation (District Project #LCS2023-15X2)
Alternate Key Number: 1724899

Dear Mr. Skorman:

The School Board has received the request for a time extension for the above-referenced project.

Lake County has confirmed the project remains active, and is working towards the future land use map amendment and rezoning. Based on this information, the School District has approved the request for a second time extension. **The new date of expiration of the School Concurrency Reservation is July 1, 2025**.

Please be advised that this is the **final** time extension for the project. If a final development order is not obtained prior to the expiration date the reservation will expire and the capacity will be released. A new completed application and fee will be required. If the project receives final development approval for the residential portion prior to the expiration the capacity reservation would be valid for the life of the development order.

If you should have questions or require additional information, please do not hesitate to contact me at (352) 253-6696 or at croneyh@lake.k12.fl.us.

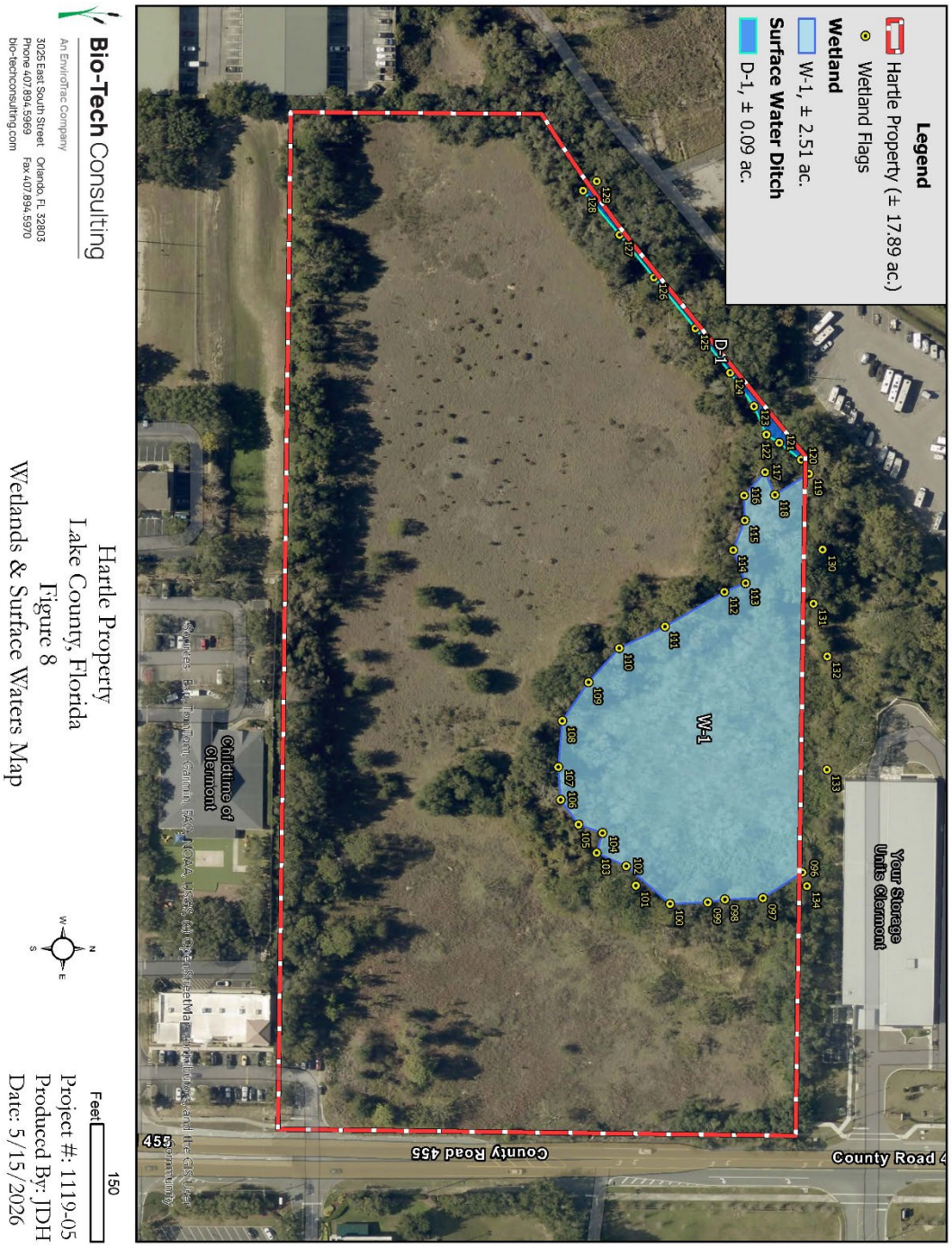
Sincerely,

Heather M. Croney

Heather Croney
Growth Planning Department

"Equal Opportunity in Education and Employment"

Attachment “I”, Wetland Delineation

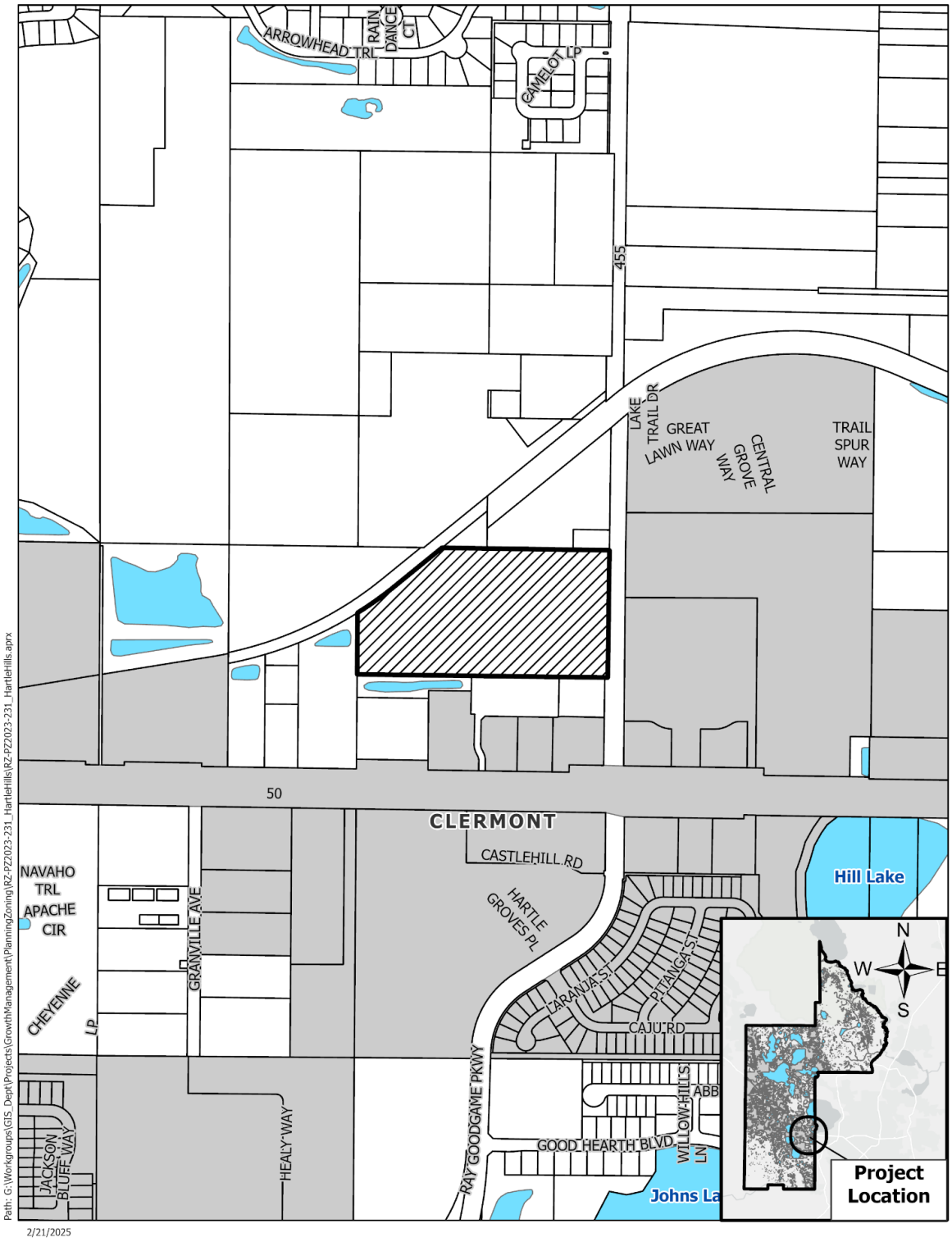


Bio-Tech Consulting
An EnviroTrac Company
3025 East South Street Orlando, FL 32803
Phone 407.894.5969 Fax 407.894.5970
bio-techconsulting.com

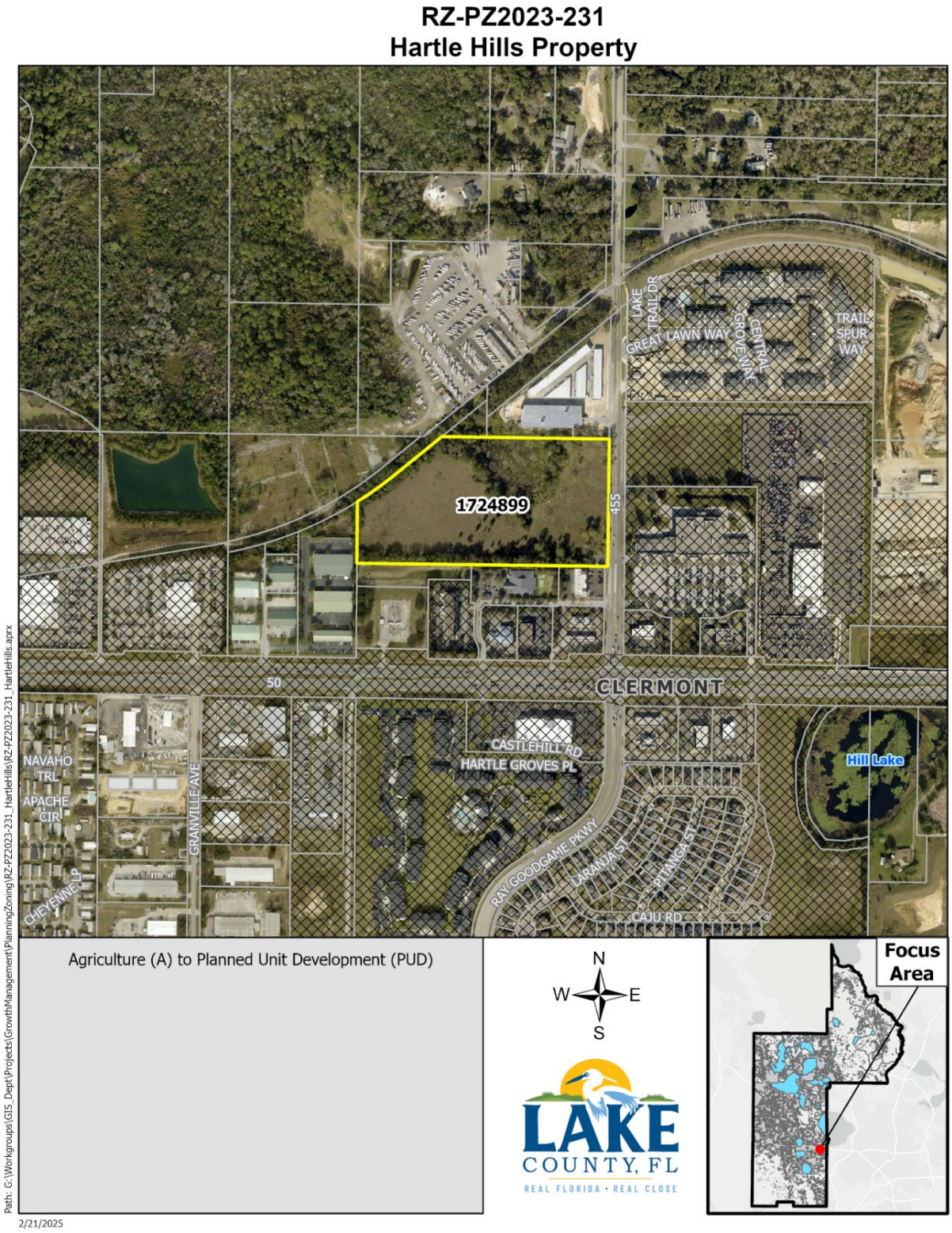
Hartle Property
Lake County, Florida
Figure 8
Wetlands & Surface Waters Map

Project #: 1119-05
Produced By: JDH
Date: 5/15/2026

Map of Subject Property



Aerial Map of Subject Property



ORDINANCE 2026-____

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; REZONING APPROXIMATELY 17.89 +/- ACRES FROM AGRICULTURE (A) TO PLANNED UNIT DEVELOPMENT (PUD) TO FACILITATE THE DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL COMMUNITY WITH ASSOCIATED AMENITIES ON PROPERTY LOCATED NORTH OF STATE ROAD 50 AND WEST OF COUNTY ROAD 455, IN THE CLERMONT AREA OF UNINCORPORATED LAKE COUNTY, IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, IDENTIFIED AS ALTERNATE KEY NUMBER 1724899; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tara Tedrow (the "Applicant") submitted a rezoning application on behalf of Burton Hartle, Allan Hartle, Benson Hartle and Miriam Condron (the "Owner"), to rezone the approximately 17.89 +/- acres from Agriculture (A) to Planned Unit District (PUD) to facilitate the development program for Hartle Hills Apartments; and

WHEREAS, the subject property consists of approximately 17.89 +/- acres located west of CR 455 in the unincorporated Clermont area in Section 26, Township 22 South, Range 26 East, known as Alternate Key Number 1724899, and more particularly described in Exhibit "A"; and

WHEREAS, the property is located within the Planned Unit Development Future Land Use Category; and

WHEREAS, the Lake County Planning and Zoning Board did on the 3rd day of June 2026, review Petition PZ2024-329; after giving Notice of Hearing on petition for a change in the use of land, including notice that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 14th day of July 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning and Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved.

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

Section 1. **Terms:** The County Manager or designee shall amend the Lake County Zoning Map to Planned Unit Development (PUD) for the property described in Exhibit "A". The uses of the property will be limited to those uses specified in this Ordinance and generally consistent with the Conceptual Plan attached as Exhibit "B". To the extent there are conflicts between Exhibit "B" and this Ordinance, this Ordinance will take precedence.

A. Permitted Land Uses.

1. Multi-family apartment complex, 10 buildings with a maximum of 212-units.
2. Accessory uses directly associated with the above uses may be approved by the County Manager or designee.

3. Any other use of the site not specified above will require approval of an amendment to this Ordinance by the Board of County Commissioners.

B. Open Space, Impervious Surface Ratio, and Building Height.

1. A minimum of twenty-five percent (25%) of the subject property acreage must be dedicated in perpetuity for preservation as common open space using a conservation or open space easement, or plat restrictions. The property owner's association or management company shall be responsible for maintaining the open space.
2. The maximum Impervious Surface Ratio (ISR) for the entire development program is sixty-five percent (65%) consistent with the Comprehensive Plan, as amended.
3. The maximum building height will be forty-five (45) feet.
4. All other development standards must be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.

C. Setbacks. The minimum building setback for residential development will be as follows:

Development Type	Front	Side	Rear
Multifamily Apartment Complex	50-feet	25-feet	25-feet

1. All setbacks must be measured from the property line.
2. The minimum wetland setback is 50 feet from jurisdictional wetland line.
3. Any setback not specified must be in accordance with the Land Development Regulations (LDR), as amended.

B. **Overlay District Area Site Design Standards.** Subdivision design shall be consistent with the development design standards for the Lake Apopka Basin Overlay District, in accordance with Objective I-6.3 of the Comprehensive Plan, and with any other applicable provisions of the Comprehensive Plan and Land Development Regulations, as amended. The Conceptual Plan attached conforms to the Lake Apopka Basin Overlay District standards. Additionally, these standards shall be included in the property management governing documents for the community and shall be enforced by the property owners association or management company for the property. Lake County shall have the right, but not the obligation, to enforce such provisions.

D. Bear Management.

1. County approved bear-resistant garbage carts or dumpsters shall be required, if available. If bear resistant garbage carts or containers are not available, regular carts or containers shall be modified to be bearproof or kept cans in a secured location.
2. Residents shall not have bird and wildlife feeders that are not modified to exclude bears.

3. Residents shall be placed on notice that they are leasing a property within an area known for Florida Black Bear habitat. New residents shall be given information published by the Florida Fish and Wildlife Conservation Commission regarding living among the Florida Black Bear and ways to reduce encounters.

4. All PUD requirements regarding the Florida Black Bear management shall be included in the governing documents for the community and shall be enforced by the property owner's association or management company for the property. Lake County shall have the right, but not the obligation, to enforce such provisions.

E. Landscaping, Buffering, and Screening.

1. Drought tolerant, native trees, and drought tolerant, native vegetation shall be utilized for all street trees, landscape buffers, and stormwater retention/detention areas.

2. Perimeter buffers shall consist of canopy and understory trees and plants utilizing 100% Florida native plant materials from the IFAS list. Exotic/invasive species shall be removed. Existing vegetation located along the perimeter of the PUD may be used to count towards the minimum perimeter landscaping requirement.

3. Best Management Practices for native landscaping and "right plant-right place" landscaping techniques shall be utilized in the design and installation of invasive exotic plant species in all landscape plantings is prohibited.

4. The HOA shall manage buffer areas in accordance with a management plan that protects native habitats and limits the proliferation of nuisance/exotic vegetative species. A copy of the management plan will be provided to the County.

5. Smart Irrigation Best Management Practices shall be utilized for all landscape irrigation and shall incorporate soil moisture and rain sensors into the irrigation design.

6. Landscaping and screening shall be in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

F. Environmental Requirements. An environmental assessment dated within six (6) months of the date the preliminary plat is submitted will be required to demonstrate the presence of vegetation, soils, threatened and endangered species that may exist on the site. Any State permitting or mitigation will be required before development can commence compliance in accordance with the Comprehensive Plan and LDR, as amended.

G. Noise. Compliance must be in accordance with the Land Development Regulations (LDR) as amended.

H. Transportation. All access management shall be in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

I. Future Road Maintenance. 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 or site plan approval, the Owner shall provide any documentation required by the County to impose an MSTU or MSBU, at the County's discretion, on the platted or commercial 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.

J. Stormwater Management.

1. The stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.

2. The Owner shall be responsible for any flood studies required for developing the site and comply with FEMA, Comprehensive Plan and Land Development Regulations, as amended. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

K. Mass Grading for Site Development. All Grading for the site development shall be in accordance with the Comprehensive Plan and LDR, as amended.

L. Parking Requirements. Parking shall be provided in accordance with the LDR, as amended.

M. Utilities.

1. The development will be serviced by central water and sewer systems, in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

2. All homes constructed shall be Florida Water Star SM Program certified.

N. Annexation. Owner agrees not to enter into any covenant with a municipality to annex which alters the prerequisites of voluntary annexation under Section 171.044, Florida Statutes.

O. Lighting. All development will adhere to the dark-sky principles set forth in Section 3.09.00, Land Development Regulations, as amended. These provisions shall apply to the common areas.

P. Signage. All signage must be in accordance with the Land Development Regulations (LDR), as amended.

Q. Schools. School Concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

R. Concurrency Management Requirements. Any development must comply with the Lake County Concurrency Management System, as amended.

S. Development Review and Approval. Prior to the issuance of any permits, the Owner shall submit a site plan generally consistent with the Conceptual Plan attached as Exhibit "B" for review and approval in accordance with the

Comprehensive Plan and Land Development Regulations (LDR), as amended.

T. PUD Expiration. Physical development shall commence within three (3) years from the date of this Ordinance approval. Failure to commence construction within three (3) years of approval shall cause the revocation of this ordinance, in accordance with the Comprehensive Plan or superseding documents, as amended. Prior to expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work. Notwithstanding the foregoing, if at any time the developer is granted an extension of time pursuant to Section 252.363, Florida Statutes, or Section 7-5, Lake County Code, to the preliminary plat, construction plans, or final plat, commencement of physical development shall be equally extended so long as the development is proceeding in good faith and does not allow the originally extended development order to expire.

U. Future Amendments to Statutes, Code, Plans, and/or Regulations. The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

Section 2. Conditions.

A. After establishment of the facilities as provided in this Ordinance, the property identified in this Ordinance may only be used for the purposes identified in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above-described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance will inure to the benefit of and will constitute a covenant running with the land and the terms, conditions, and provisions of this Ordinance, and will be binding upon the present Owner and any successor and will be subject to each condition in this Ordinance.

D. The transfer of ownership or lease of any or all the property described in this Ordinance must include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Regulations, as amended.

E. The Lake County Code Enforcement Special Master will have authority to enforce

the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. **Severability.** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Ordinance.

Section 4. **Filing with the Department of State.** The clerk is hereby directed to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 5. **Effective Date.** This Ordinance shall become effective upon recordation in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

ENACTED this _____ day of _____, 2026.

FILED with the Secretary of State _____, 2026.

EFFECTIVE _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY

_____
MELANIE MARSH, COUNTY ATTORNEY

Exhibit "A" – Legal Description

TRACTS 5 AND 6 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LESS THAT PORTION OF TRACT 6 NORTH OF THE SEABOARD RAILWAY AS REPRESENTED ON THE MAP OF THE SAID SECTION MADE BY THE LAKE HIGHLANDS COMPANY OF FLORIDA AND DULY RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

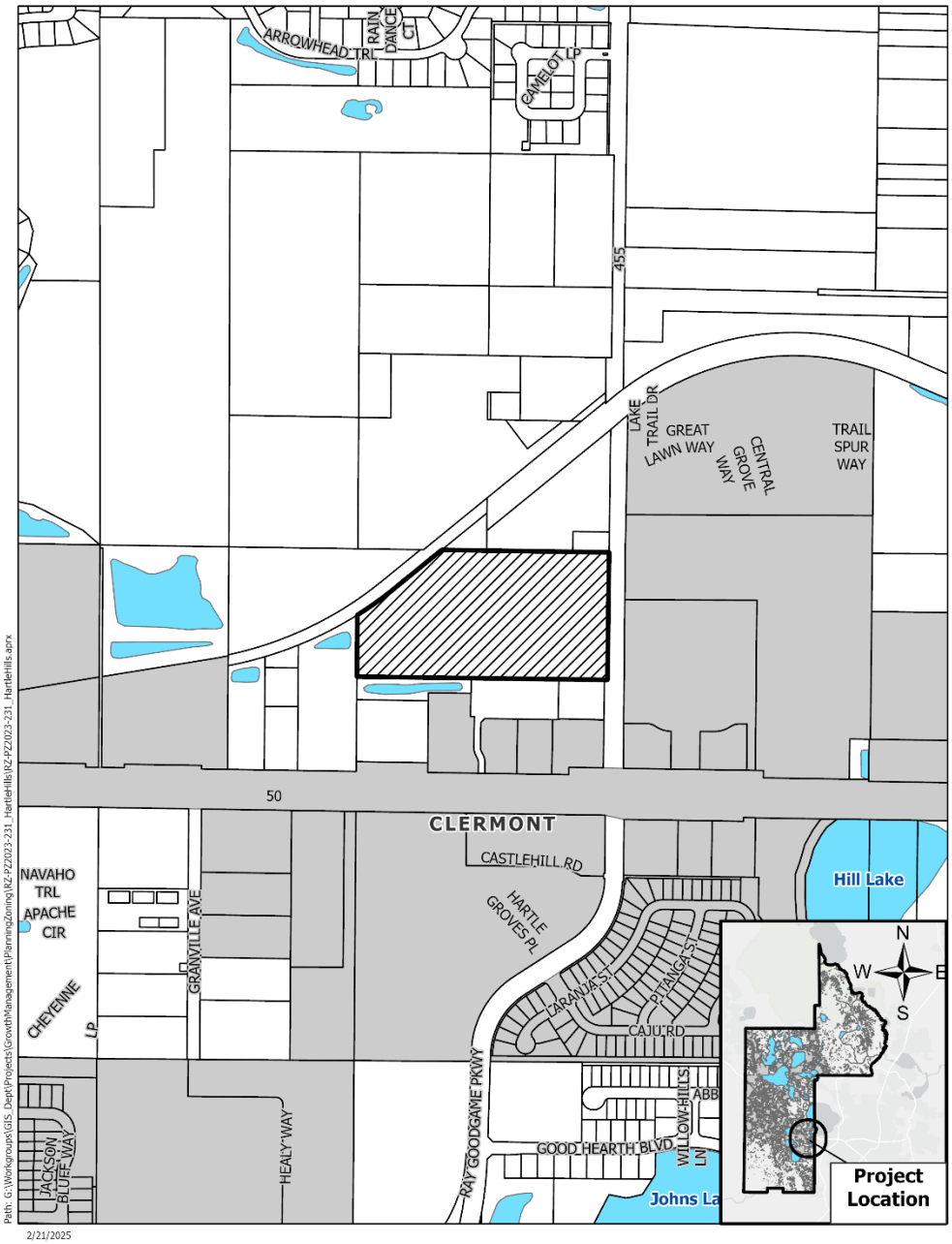
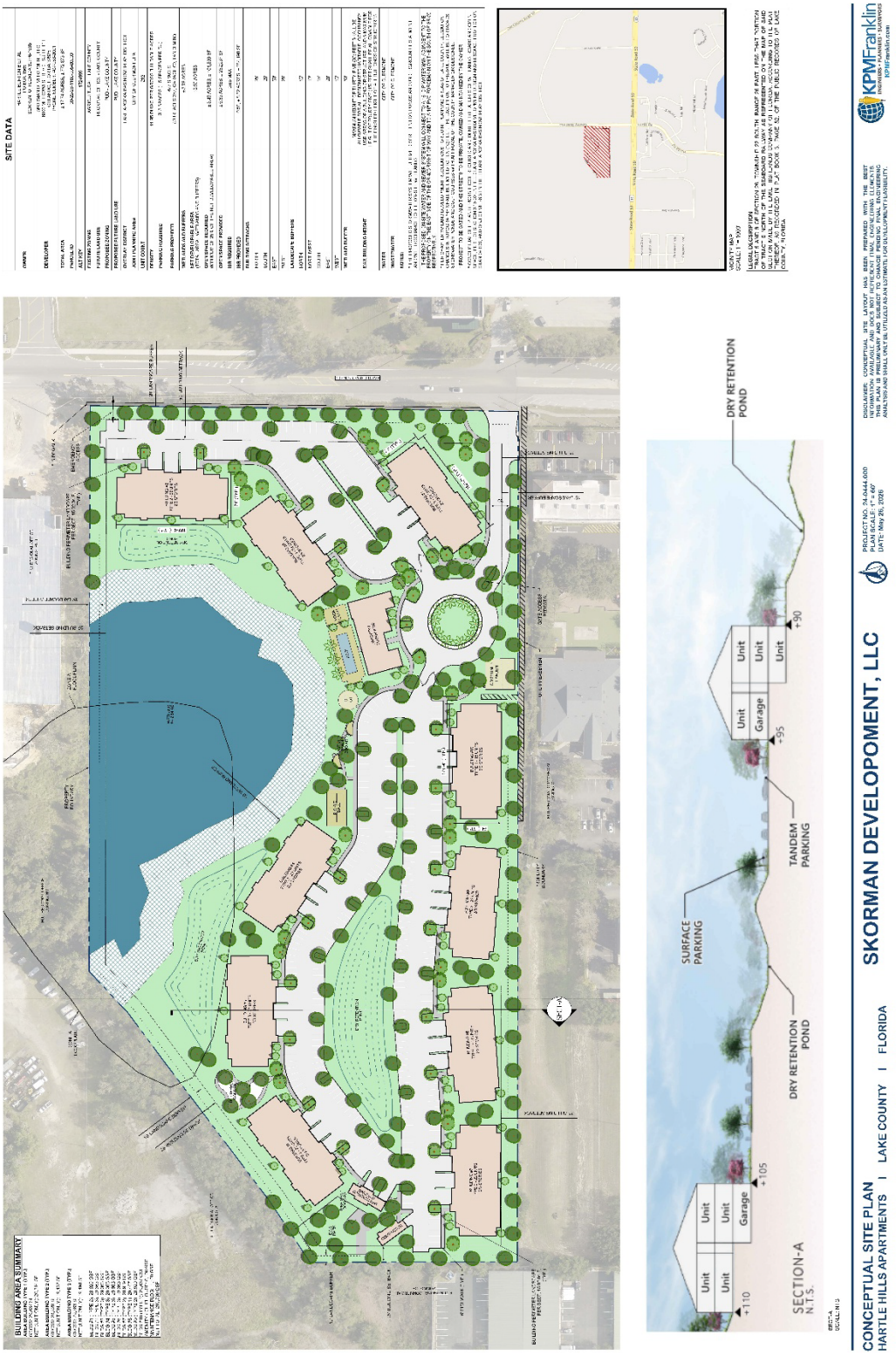


Exhibit "B" – Conceptual Plan



REZONING STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	5
Public Hearings:	Planning & Zoning Board (PZB): June 3, 2026
	Board of County Commissioners (BCC): July 14, 2026
Case No. and Project Name:	PZ2025-83, Tiger Paw Estates PUD RZ
Commissioner District:	District 1 – Anthony Sabatini
Applicant(s):	Kriss Kaye, CFM
Owner(s):	Michael Hirst, Make Some Spray LLC
Requested Action:	Amend Skiing Paradise/Swiss Fairways Planned Unit Development Ordinance No. 2018-6 to revise the approved land uses by replacing the 18 duplex villas (36 dwelling units) and 30 vacation suites (comprised of 10 triplex buildings) with 29 single-family residential units, in order to facilitate and incorporate the Tiger Paw residential development.
Staff Determination:	Staff finds the rezoning request consistent with the Land Development Regulations (LDR) and Comprehensive Plan.
Case Manager:	Leslie Regan, Senior Planner
PZB Recommendation:	Approved on the Regular Agenda unanimously

Subject Property Information

Size:	406.8 +/- acres
Location:	Located east, west, and south of County Road 565A (Montevista Road), in the unincorporated Lake County area
Alternate Key No.:	See attached list
Future Land Use:	Green Swamp Rural (Attachment “A”)
Current Zoning District:	Planned Unit Development by Ordinance #2018-6 (Attachment “B”)
JPA/ISBA:	Groveland JPA and ISBA (Development north of Montevista Drive)
Overlay/Rural Protection Area:	Green Swamp Area of Critical Concern (Attachment “C”)
Flood Zone(s):	“AE”, “A” and “X”
BMAP Location:	Upper Ocklawaha

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Green Swamp Rural	Agriculture District	Agriculture	Pasture, improved Hay/Cattle, Sumner Lake and Wetlands
South	Green Swamp Rural	Agriculture District	Residential	Single-Family Residences and Wetlands
East	Green Swamp Rural	Agriculture District	Residential and Agriculture	Single-Family Residence, Lake Wash, Sumner Lake, Improved pastureland and Wetlands
West	Green Swamp Rural Conservation	Agriculture District	Residential	Single-Family Residence Wetlands, and Olsen Lake

-June 3, 2026 Planning and Zoning Board (PZB) Meeting Summary

Staff presented the case under the regular agenda. The Applicant answered questions from the PZB regarding the property. The PZB voted to approve the case unanimously.

- Summary of Analysis -

Skiing Paradise/Swiss Fairways development is comprised of approximately 406.8 +/- gross acres. The development is zoned Planned Unit Development (PUD) by Ordinance #2018-6; designated with a Green Swamp Rural Future Land Use Category (FLUC) by the 2030 Comprehensive Plan; and located within the Green Swamp Area of Critical State Concern. The application seeks approval of an amendment to PUD Ordinance #2018-6 for development known as Skiing Paradise/Swiss Fairways, located east, west, and south of County Road 565A (Montevista Road) in the unincorporated Lake County area. The portion of the development located north of Montevista Drive is located within the Groveland JPA and ISBA. Skiing Paradise/Swiss Fairways is developed with single-family residences, open space, a golf course, ski school and other recreational facilities as depicted on the Conceptual Plan Page 3 (Attachment "C"). The GIS maps indicate that the parcel is located within the "AE", "A", and "X" flood zones. However, the property subject to the proposed amendment is outside of the floodplain area.

The Applicant is requesting to amend Skiing Paradise/Swiss Fairways Planned Unit Development Ordinance #2018-6 to modify the approved land uses by replacing the 18 duplex villas (36 dwelling units) and 30 vacation suites (comprised of 10 triplex buildings) with 29 single-family residential units, to facilitate and incorporate the Tiger Paw residential development.

PUD Ordinance #2018-6 approved land uses include 102 detached single-family units, 18 duplex villas (comprising 36 residential units) and 30 vacation suites units (comprising 10 triplex buildings). Currently, 101 detached single-family units are constructed. However, the duplex or triplex units have not been constructed.

The Concept Plan (Attachment "C") is generally consistent with the Concept Plan previously approved in association with Ordinance #2018-6 and depicts the additional 29 single family residential lots on Alternate Key numbers 1438764 and 3918951, which are both part of the Planned Unit Development. The subject parcels contain a total of 47.8 +/- net/gross acres. The minimum lot size is 30,000 square feet as required by the PUD. The typical lot size will be 120' x 250'. The Concept Plan provides 62% open space bringing the overall PUD open space to 67.1%, both meeting the 60% open space requirement per the Planned Unit

Development. This calculation does not include the existing golf course on the west side of the property.

Table 1. Existing and Proposed Development Standards.

	Zoning District	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space	Building Height
Existing	Planned Unit Development District	102 detached single-family units, 18 duplex villas, and 30 vacation suites and recreational uses	N/A	N/A	60%	40 ft.
Proposed	Planned Unit Development District	N/A	0.39 DU per acre for overall PUD with additional 29 units, totaling to 131 detached single-family units, and recreational uses	20%	67.1%	40 ft.

The subject property is located within the Green Swamp Area of Critical Concern and the request is consistent with Comprehensive Plan Policy I-4.1.4, entitled *Principles for Guiding Development within the Green Swamp Area of Critical State Concern,* which states that development within this boundary should minimize the adverse impact of development on resources of the Floridan Aquifer, wetlands and flood detention areas. The proposed stormwater management system is designed to enhance groundwater recharge and storage. The stormwater design is also intended to protect water quality both through direct treatment of runoff and maintaining the filtering functions of natural feature. This creates further consistency with this policy in that development should protect the normal quantity, quality, and flow of groundwater and surface water, which are necessary for the protection of resources of State and regional concern.

On February 2, 2026, the application was provided to Florida Commerce for a determination of consistency with Green Swamp Area of Critical State Concern regulations. Florida Commerce had no comments. Florida Commerce withholds the ability to appeal any process, pursuant to Chapter 380, Florida Statutes.

The portion of the development located north of Montevsita Drive is located within the Groveland Interlocal Service Boundary Agreement (ISBA) as such the application was provided to the City of Groveland for review and comment. The City of Groveland provided no comments.

For background purposes, the subject parcels were rezoned to a Planned Unit Development on May 21, 1987. Several amendments have been approved since that date. On February 27, 2018, the most recent amendment was approved by the BCC and created the governing document, Ordinance #2018-6 that the Applicant is proposing to amend. The Planned Unit Development District was created prior to the approval of the 2030 Comprehensive Plan.

The Applicant provided a Project Narrative as shown on Attachment “D”.

– Staff Analysis –

LDR Section 14.05.03 (Standards for Review)

A. Whether the rezoning is in conflict with any applicable provisions of the Code (Land Development Regulations).

The Applicant seeks to amend PUD Ordinance #2018-6 to facilitate the development of 29 single-family dwelling units, to facilitate and incorporate the Tiger Paw residential development. The proposed amendment is consistent with the LDR 4.03.03 (G), entitled, *General Site Development Standards,* which states the PUDs with the Green Swamp Area of Critical State Concern should utilize the concept of clustering of units, promote protection of environmentally sensitive areas and concentrate units on upland tracts. Both subject parcels where development is proposed are uplands and contain no wetlands.

The proposed amendment is consistent with the approved PUD Ordinance #2018-6, which requires 30,000 square foot minimum residential lots size and a minimum 60% open space requirement. The proposal includes the 30,000 square feet minimum lot size and the addition of the 29 lots will maintain 62% open space.

The request is consistent with LDR Section 4.03.01, entitled *Purpose and Intent*, which states that Planned Unit Development Districts are allowed in all Land Use Classifications and provide a means for land to be used more effectively, and for utilization of smaller networks of utilities and roads. The Applicants proposal will provide for clustering of dwelling units to use land more efficiently without disturbance of wetlands.

The proposal is consistent with 4.03.02 entitled, *Permitted Uses,* which states that Planned Residential Communities is a permitted use within Planned Unit Developments.

LDR Section 4.03.03, entitled *General Site Development Standards,* states that PUDs within the Green Swamp Area of Critical State Concern should utilize the concept of clustering units, promote protection of environmentally sensitive areas and concentrate units on those portions of a parcel of land farthest away from conservation of preservation land and surface waters or wetlands. As shown on the Concept Plan, the parcel does not include wetlands, and development is concentrated on parcels within the PUD that avoid environmentally sensitive areas. New development will be required to meet all criteria specified in the LDR, as amended.

B. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

The Applicant seeks to amend the Planned Unit Development to facilitate the development of 29 single-family dwelling units, to be known as the Tiger Paw residential subdivision. The proposed use is consistent with Comprehensive Plan

The request is consistent with Comprehensive Plan Policy I-4.1.4, entitled *Principles for Guiding Development within the Green Swamp Area of Critical State Concern*, which states that development within this boundary should minimize the adverse impact of development on resources of the Floridan Aquifer, wetlands and flood detention areas. The proposed stormwater management system is designed to enhance groundwater recharge and storage. The stormwater design is also intended to protect water quality both through direct treatment of runoff and maintaining the filtering functions of natural feature. This creates further consistency with this Policy in that development should protect the normal quantity, quality, and flow of groundwater and surface water, which are necessary for the protection of resources of State and regional concern.

The request is consistent with Comprehensive Policy I-4.2.3, entitled *Green Swamp Rural Future Land Use Category,* which states that development within this FLUC that contains more than six (6) lots should

be developed as either a clustered Rural Conservation Subdivision or a Planned Unit Development. The proposal is to amend the existing Planned Unit Development.

The Concept Plan is consistent with Comprehensive Plan Policy I-4.2.3, entitled *Green Swamp Rural Future Land Use Category,* which states residential subdivision shall be developed with a minimum 60% of the net buildable area of the entire site as common open space. The development proposal is also consistent with the open space requirement within this Policy. The additional single-family lots maintain the open space above the requirement at 62%.

The request is consistent with Comprehensive Plan Policy I-4.1.6, entitled *Preservation of Open Space in the Green Swamp Area of Critical State Concern,* which states that open space shall be clustered and 50% of open space shall be configured in a single contiguous tract. Development shall also be clustered away from contiguous rural residential property of five (5) acres or greater. Both parcels of land being developed contain all residential lots away from wetlands on the property and positioned in an internal area of the existing PUD.

The request is consistent with Comprehensive Plan Policy I-1.2.3, entitled *Building Heights within Future Land Use Categories,* which states that the maximum height for residential buildings with all future land use categories shall be limited to 50 feet. The development proposes a 40-foot building height as shown in Table 1 above.

New development will be required to meet all criteria specified in the Comprehensive Plan.

Table 2. Adjacent and Surrounding Subdivisions.

Project Name	Gross / Net Acres	Unit Count	Gross / Net Density	Min. Lot Size	Year Built	Municipality
Quail Lake Subdivision	26.32 +/- Gross Acres	25	0.96 du/gross acre	26,246 +/-	1988	N/A

B. Whether, and the extent to which, the proposed rezoning is inconsistent and proposed land uses.

The amendment would not conflict with the adjacent surrounding land uses. The open space and density of the proposed additional units to project is consistent with the current approved PUD with less units than previously approved. The majority of the surrounding parcels are developed with single-family residential uses and contain wetlands and waterbodies. The closest subdivision, known as Quail Lake Subdivision, provides a higher density than the proposed project with a smaller but similar minimum lot size.

C. Whether there have been changed conditions that justify a rezoning.

Since the duplex and triplex units have not been constructed, the Applicant is proposing the amendment to allow a logical and orderly pattern for construction at a lower density with the single-family lots.

D. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and fire and emergency medical facilities.

Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service for public facilities and services.

Water and Sewage

The Development would be serviced by individual private wells and Distributed Wastewater Treatment Systems (DWTS) septic systems per Comprehensive Plan Policy I-4.2.3, entitled *Green Swamp Rural Future Land Use Category.*

Schools

Lake County Schools reviewed the application and determined that the project had no impact.

Solid Waste

The proposed request is not anticipated to adversely impact solid waste capacities or levels of service, and the Office of Solid Waste provided the following comment. *The Office of Solid Waste has no objections to the request. If approved, the property and associated residential units will be a part of the County's residential collection services and subject to the annual Solid Waste Assessment, in accordance with Chapter 23 of the Lake County Code.*

Public Safety

Lake County Fire Station #95 is located 2.16 +/- miles from the subject property at 6825 SR 50, Groveland, FL 34736. Fire protection water supply and emergency access will be addressed during the site plan review process, should the conditional use permit be approved by the Board.

Transportation Concurrency

A traffic exemption was submitted and approved by the Public Works Department.

E. Whether, and the extent to which, the proposed rezoning would result in significant adverse impacts on the natural environment.

An environmental assessment will be submitted with Preliminary Plat application to indicate the presence of vegetation, soils, wetlands, and threatened and endangered species on the site. All sensitive resources will be addressed through the development review process. New development will be required to meet all criteria specified by the Comprehensive Plan and Land Development Regulations (LDR).

F. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

The Applicant provided a statement regarding the effect of property values in their Project Narrative (Attachment "D"). *While property values are influenced by multiple factors, the proposed rezoning has been designed to support responsible development and maintain compatibility with surrounding properties and therefore are believed to only improve the local property values.*

G. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

The proposed amendment is uniform with the current uses within the PUD and consistent with the surrounding area residential subdivision in lot size and density. The amendment is providing an orderly and logical development pattern.

H. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these Regulations.

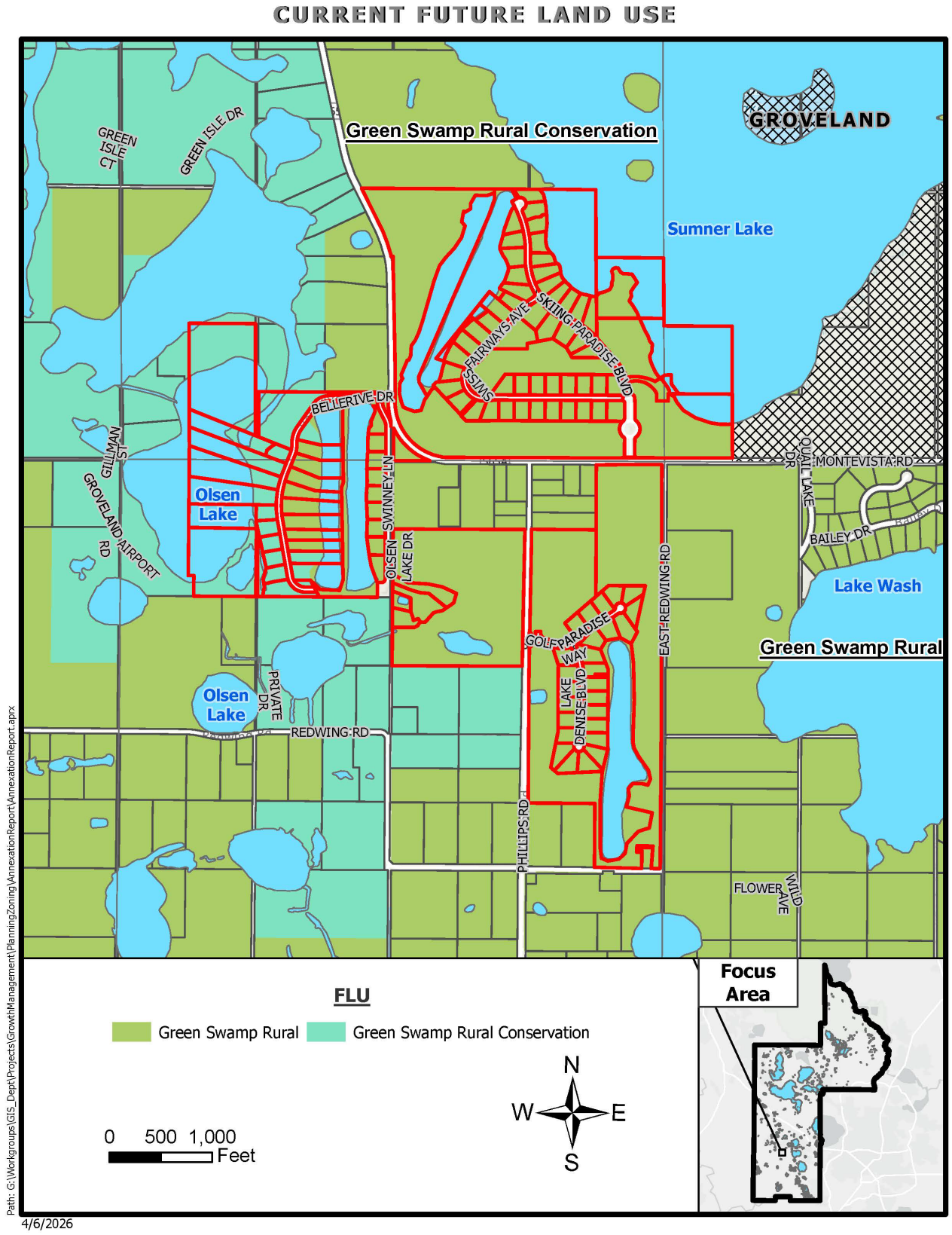
The proposed rezoning application is in harmony with the general intent of the Comprehensive Plan and LDR as stated in Sections A through H above.

I. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning. N/A.

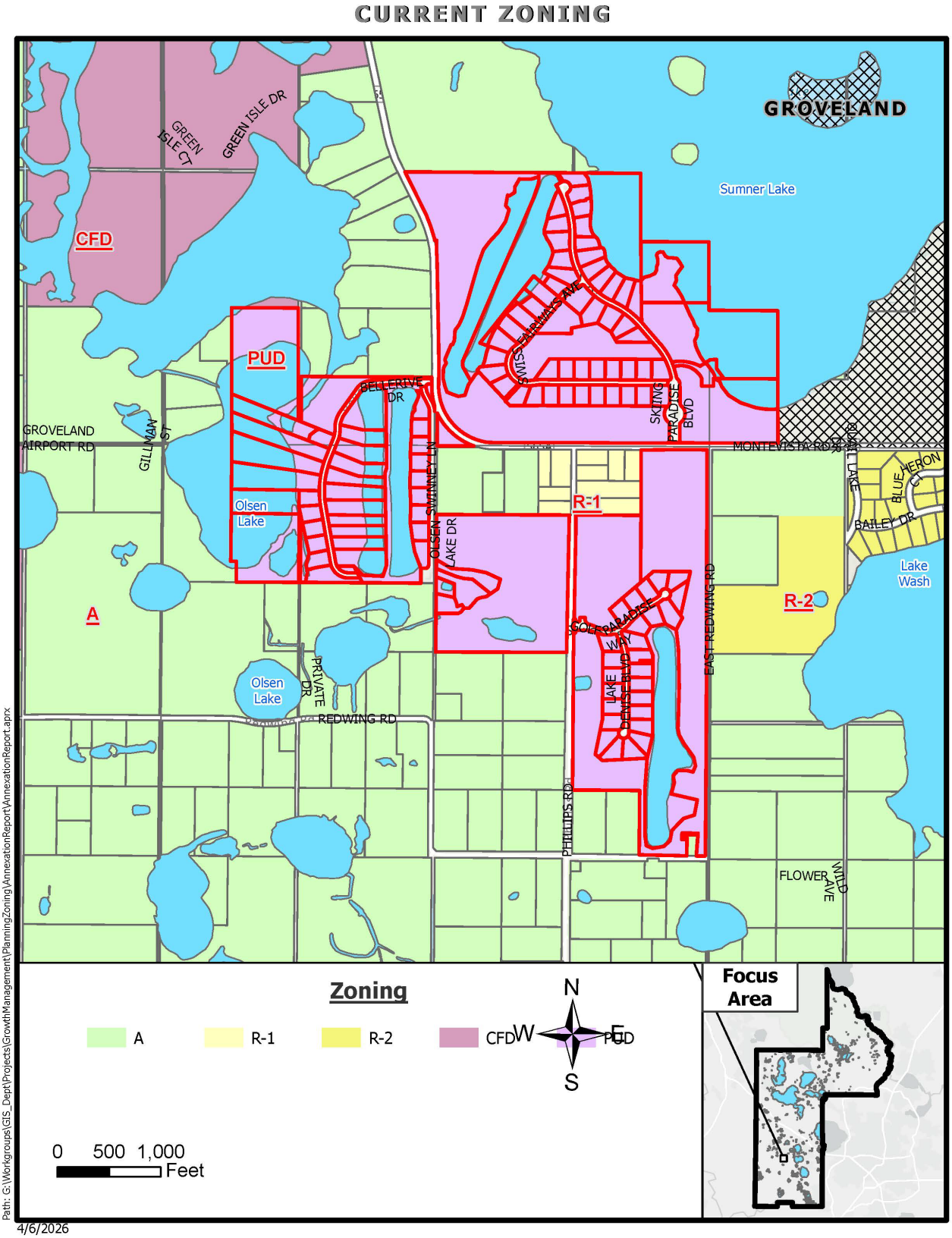
Alternative Keys

1103321	3750896	3787596	1103274
1303800	3750900	3787597	3292391
1404908	3750918	3787599	3557280
1438764	3750926	3787601	3750977
2690071	3750934	3787602	3750985
2697512	3750942	3787603	3750993
3022483	3750951	3787604	3851829
3022564	3750969	3787605	3887682
3025474	3751001	3787606	3890383
3027876	3751019	3787608	3918951
3240499	3751027	3787611	3957602
3262662	3751035	3787612	
3290712	3751043	3787613	
3292421	3751051	3800916	
3308409	3751060	3830107	
3308417	3751078	3852376	
3320743	3751086	3883591	
3325702	3751094	3890278	
3325711	3751108	3890385	
3354184	3751116	3891534	
3366689	3751124	3892429	
3366697	3751132	3893860	
3366719	3775602	3896999	
3366727	3775603	3902830	
3366735	3775605	3911274	
3378580	3775606	3918939	
3387091	3775607	3918940	
3395778	3775608	3918941	
3405196	3775609	3918942	
3463340	3775610	3918943	
3554795	3775611	3918944	
3554809	3775612	3918945	
3557182	3775613	3918946	
3557204	3775614	3918947	
3557221	3787583	3918948	
3557255	3787585	3918949	
3557263	3787586	3918950	
3557280	3787587	3918952	
3700791	3787588	3918953	
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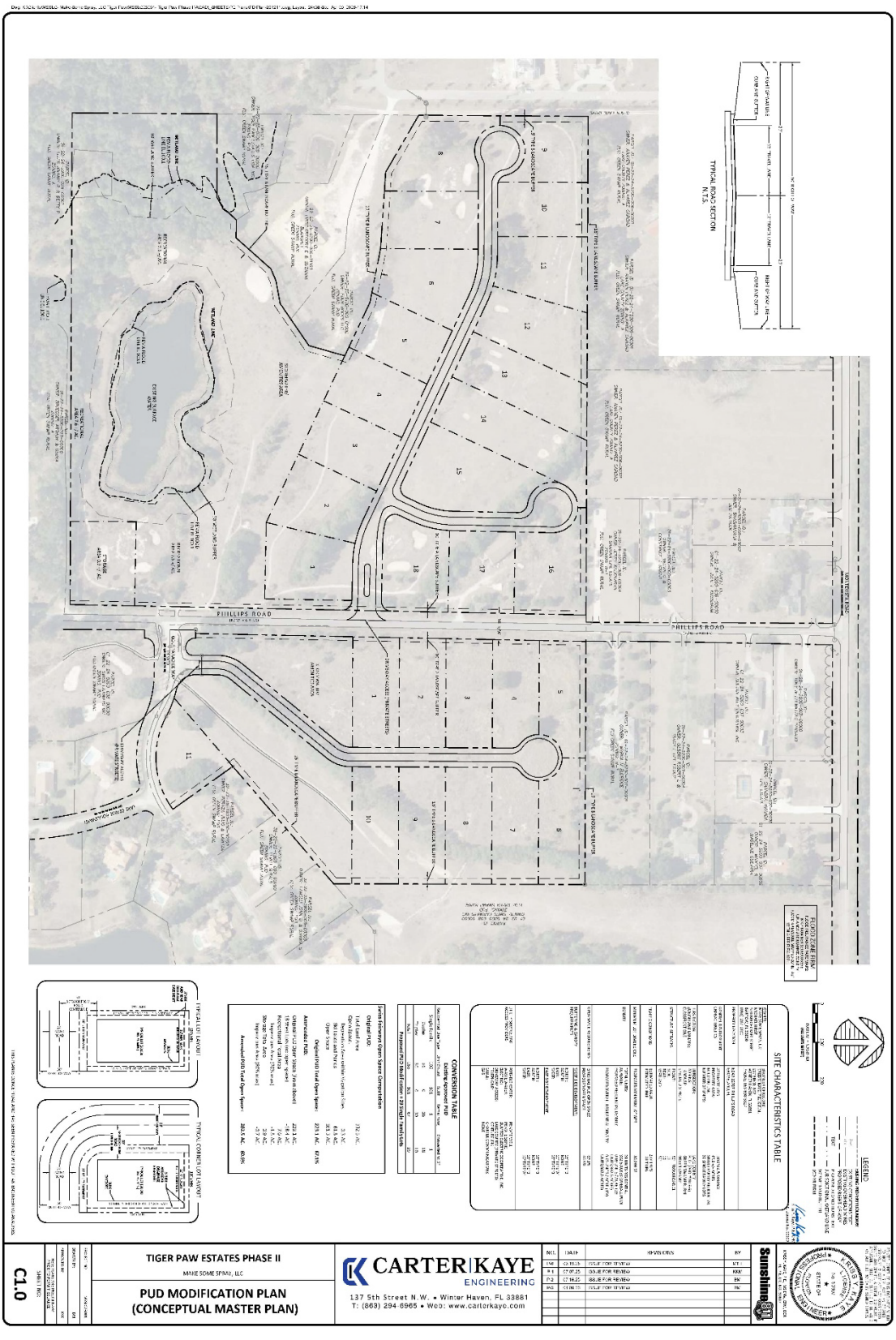
Attachment "A" – Future Land Use Map



Attachment "B" – Zoning District Map



Attachment “C” – Concept Plan (Page 1 of 4)

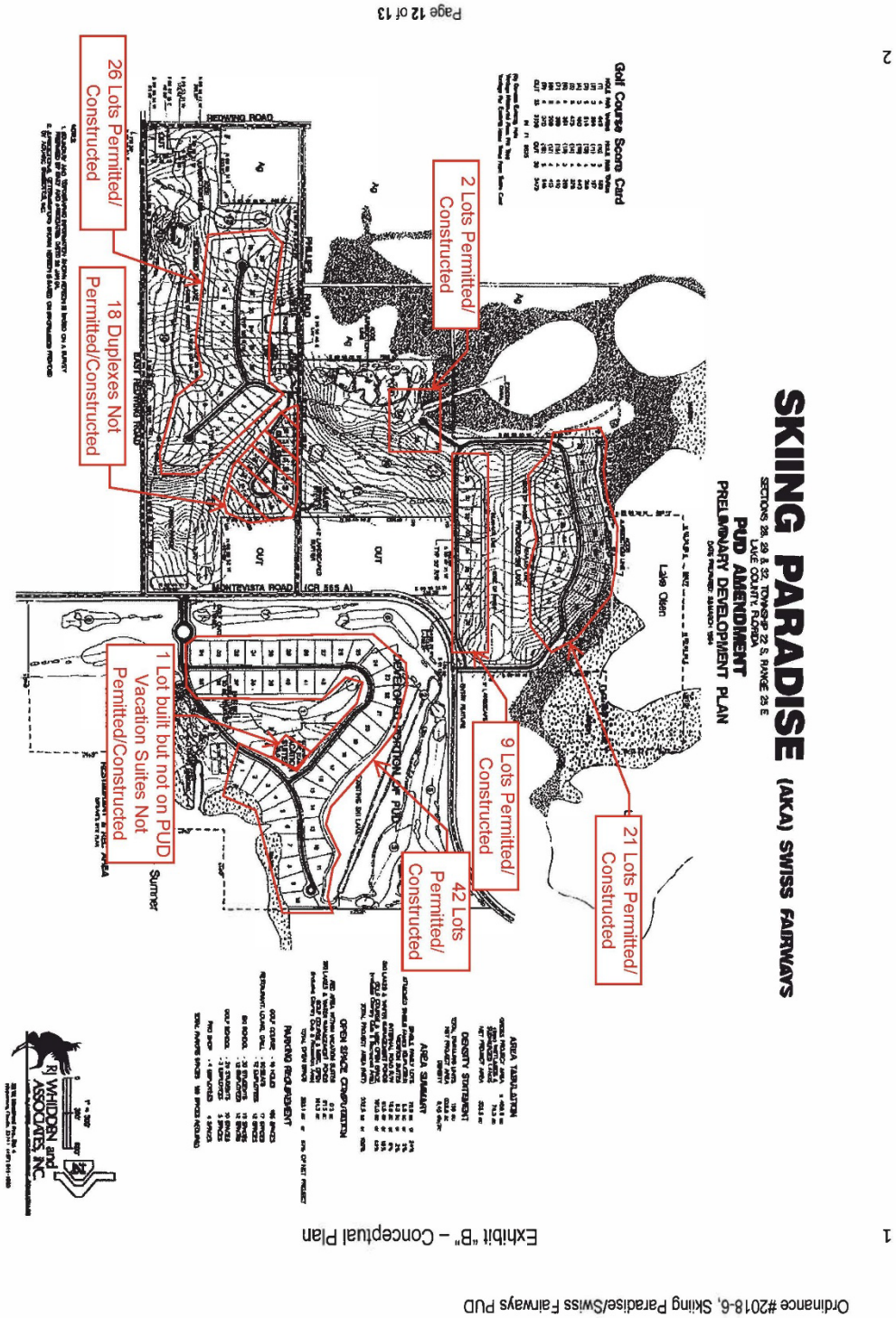


Attachment "C" – Concept Plan (Page 2 of 4)

SITE CHARACTERISTICS TABLE

OWNER: MAKE SOME SPRAY, LLC MICHAEL HIRST 520 BEECHCRAFT STREET BARTOW, FL 33830 (863) 287-1830	ENGINEER OF RECORD: KRISS Y. KAYE, P.E., C.F.M. 137 5th St. NW WINTER HAVEN, FL 33881 PHONE: 863-698-3327	
PROPERTY LOCATION	NEAR 12707 PHILLIPS ROAD GROVELAND, FL	
GENERAL DEVELOPMENT CHARACTERISTICS	ATERNATE KEYS: PROPERTY AREA: BUILDING USE: NUMBER OF UNITS:	1438764 & 3918951 47.8 +/- ACRES SINGLE FAMILY RESIDENTIAL 26 SINGLE FAMILY LOTS
JURSIDICTION ZONING AND LANDUSE CLASSIFICATIONS	JURISDICTION: ZONING: LANDUSE: SPECIAL DISTRICTS:	LAKE COUNTY PUD (ORD. #2012-56) GREEN SWAMP RURAL GREEN SWAMP
STRUCTURE SETBACKS	FRONT: SIDE: REAR: WETLAND:	50' FROM ROAD CL 10' 10' 50'
TRAFFIC CONDITIONS	ESTIMATED AADT: ESTIMATED PHF:	248 TRIPS 25 TRIPS
MINIMUM LOT DIMENSIONS	PROPOSED MINIMUM LOT SIZE	30,000 SF
DENSITY	TOTAL UNITS: ACREAGE: PROPOSED PUD RESIDENTIAL DENSITY: PROPOSED OVERALL RESIDENTIAL DENSITY:	26 UNITS RESIDENTIAL 332.5 ACRES (EXISTING PUD) 0.54 UNITS/ACRE (26 UNITS/47.8 ACRES) 0.47 UNITS / ACRE (157 UNITS/332.5 ACRES) (EXISTING PUD)
OPEN SPACE REQUIREMENTS	PUD OPEN SPACE PROPOSED EXISTING PUD OPEN SPACE	67% > 60% 62% > 60%
BUFFERING & CANOPY REQUIREMENTS	WEST SIDE DEVELOPMENT: NORTH: SOUTH: EAST: WEST: EAST SIDE DEVELOPMENT: NORTH: SOUTH: EAST: WEST:	 15' TYPE 'B' NONE 10' TYPE 'A' 10' TYPE 'A' 15' TYPE 'B' NONE 15' TYPE 'B' 10' TYPE 'A'
UTILITY SERVICE AND ACCESS PROVIDERS	POTABLE WATER: WASTE WATER: ELECTRIC: DRIVEWAY ACCESS: TELEPHONE: CABLE: GAS:	PRIVATE WELL PRIVATE SEPTIC SUMTER ELECTRIC COOPERATIVE, INC. LAKE COUNTY CENTURYLINK CHARTER COMMUNICATIONS NONE

Attachment "C" – Concept Plan (Page 3 of 4)



INSTRUMENT# 201804804B OR BOOK 5100/PAGE 1322 PAGE 12 of 13

Attachment “C” – Concept Plan (Page 4 of 4)

Page 13 of 13

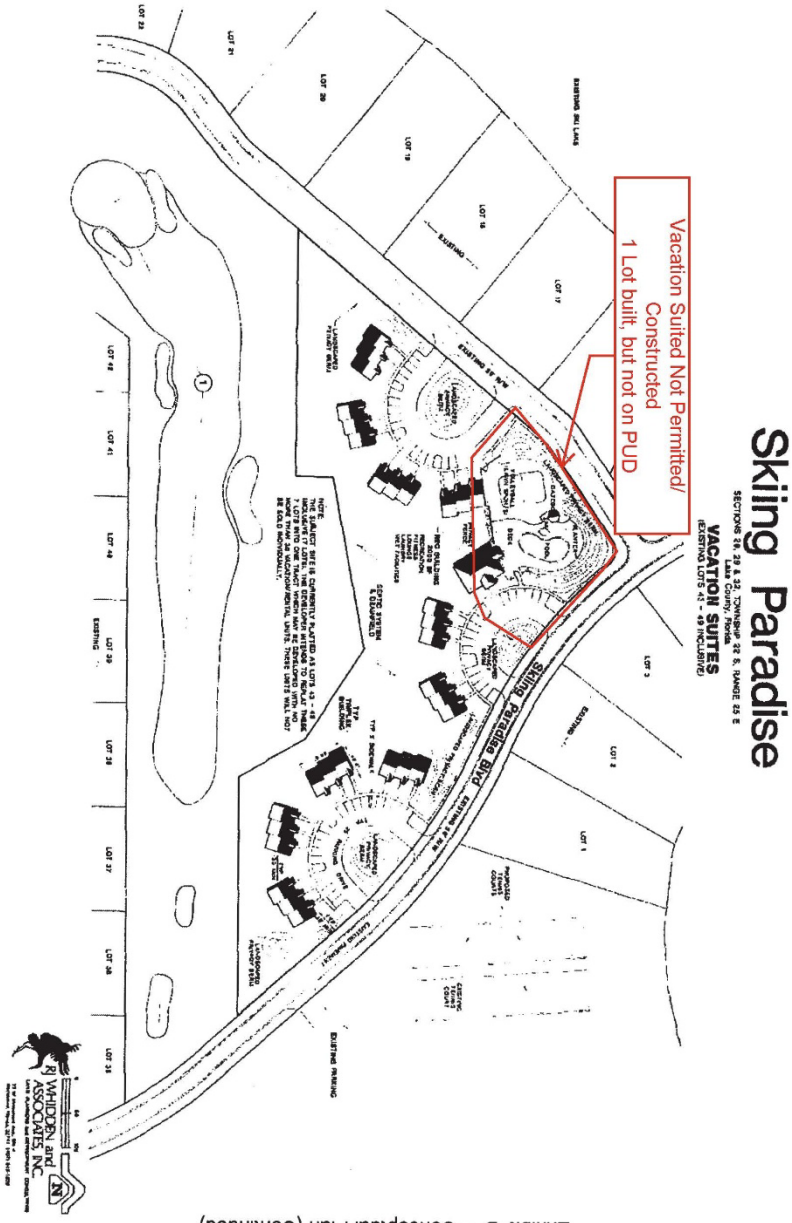


Exhibit “B” – Conceptual Plan (Continued)

Ordinance #2018-6, Skiing Paradise/Swiss Fairways PUD

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Attachment "D" – Project Narrative (Page 1 of 2)

1. **Whether the rezoning is in conflict with any applicable provisions of the Code.**
   This application for a PUD has been prepared in accordance with the applicable provisions of the Land Development Code. There are no known conflicts with any provisions of the Code. The proposed rezoning is being submitted for County review to ensure consistency with all regulatory requirements.
2. **Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.**
   The proposed rezoning has been evaluated for consistency with the Comprehensive Plan. It is our understanding there are no known inconsistencies with any provisions of the Code. It is intended to align with the established goals and policies governing land use, growth management, and infrastructure planning. The County's review will confirm compliance with the applicable elements.
3. **Whether proposed rezoning is inconsistent with existing and proposed land uses.**
   The proposed rezoning has been designed to be compatible with surrounding land uses and planned development patterns. It is our understanding there are no known inconsistencies with any provisions of the rezoning and the existing or proposed land uses. Any potential inconsistencies will be evaluated through the County's review process to determine if adjustments are necessary.
4. **Whether there are changed conditions that justify a rezoning.**
   The changed conditions associated with the project include, but are not limited to, the creation of a distinct PUD in association with the existing PUD. This subgroup will be owned and maintained by a separate entity, differentiating it from the overall PUD. The County's review process will assess whether any changed conditions substantiate the proposed amendment.
5. **Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to, police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.** An evaluation of public facility capacity and potential impacts has been included in the application. There is an expectation that the demands on public facilities would

Attachment "D" – Project Narrative (Page 2 of 2)

not exceed the existing capacities. The County's review will determine if any additional mitigation measures or infrastructure improvements are necessary.

6. **Whether and the extent to which the rezoning would result in significant impacts the rezoning application would have on the natural environment.**

   The proposed rezoning has been prepared with consideration of environmental factors, and there are no known potential impacts whereas the proposed improvements are in an urbanized developed area.

7. **Whether, and the extent to which, the proposed rezoning would affect the property values in the area.**

   While property values are influenced by multiple factors, the proposed rezoning has been designed to support responsible development and maintain compatibility with surrounding properties and therefore are believed to inly improve the local property values. The County's review will consider any potential impacts in this regard.

8. **Whether and the extent to which the proposed rezoning would result in an orderly and logical development pattern.**

   The proposed rezoning is intended to facilitate development in a manner that aligns with the existing and planned growth patterns and therefore is believed to be an orderly and logical development.

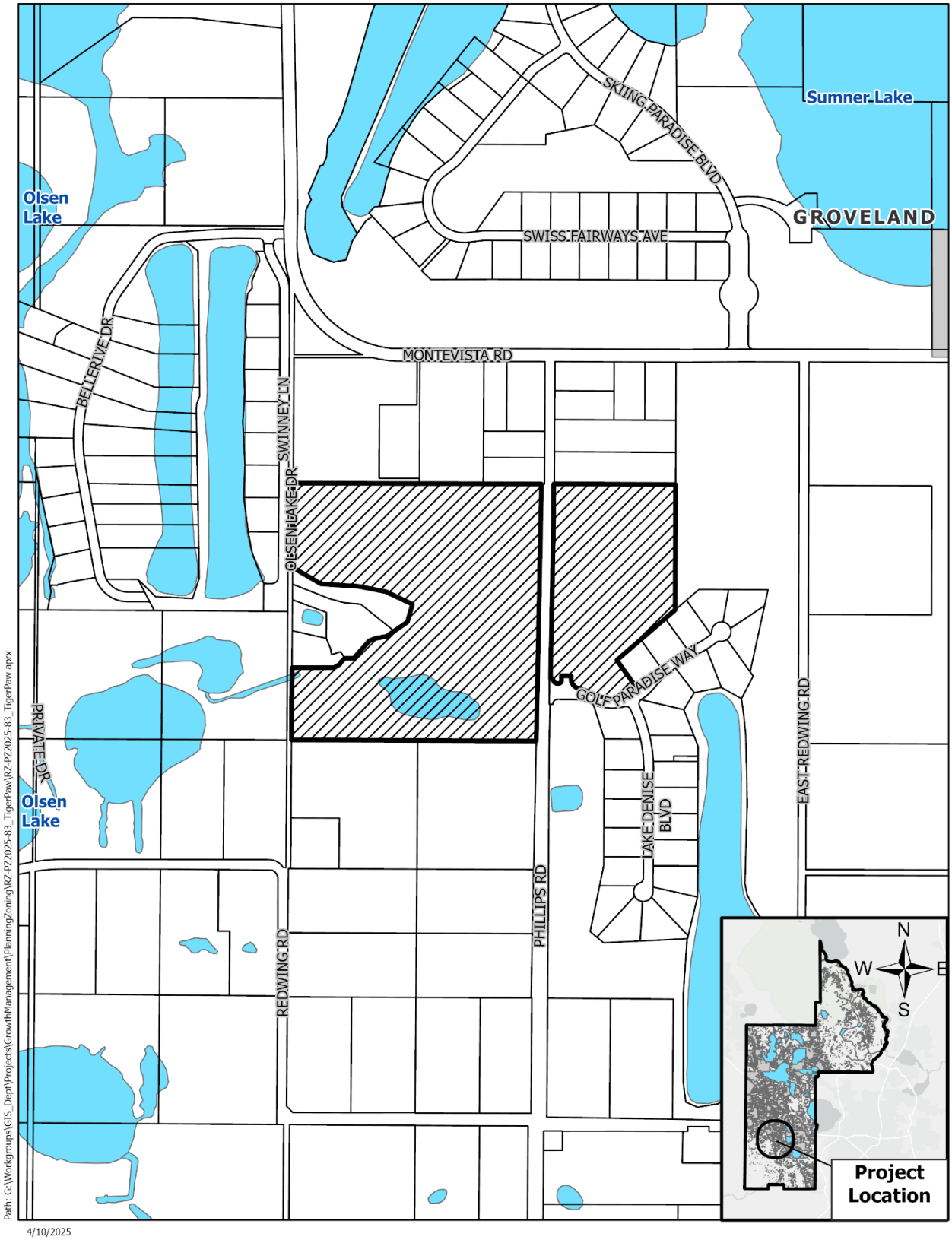
9. **Whether the proposed rezoning would be in conflict with the public interest and in harmony with the purpose and intent of these regulations.**

   The proposed rezoning has been structured to align with the County's regulatory framework and long-term planning objectives which is not considered to be in conflict with the public interest. This project is considered to be in harmony with the purpose and intent of the regulations.

10. **Any other matters that may be deemed appropriate by the Lake County Planning and Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.**

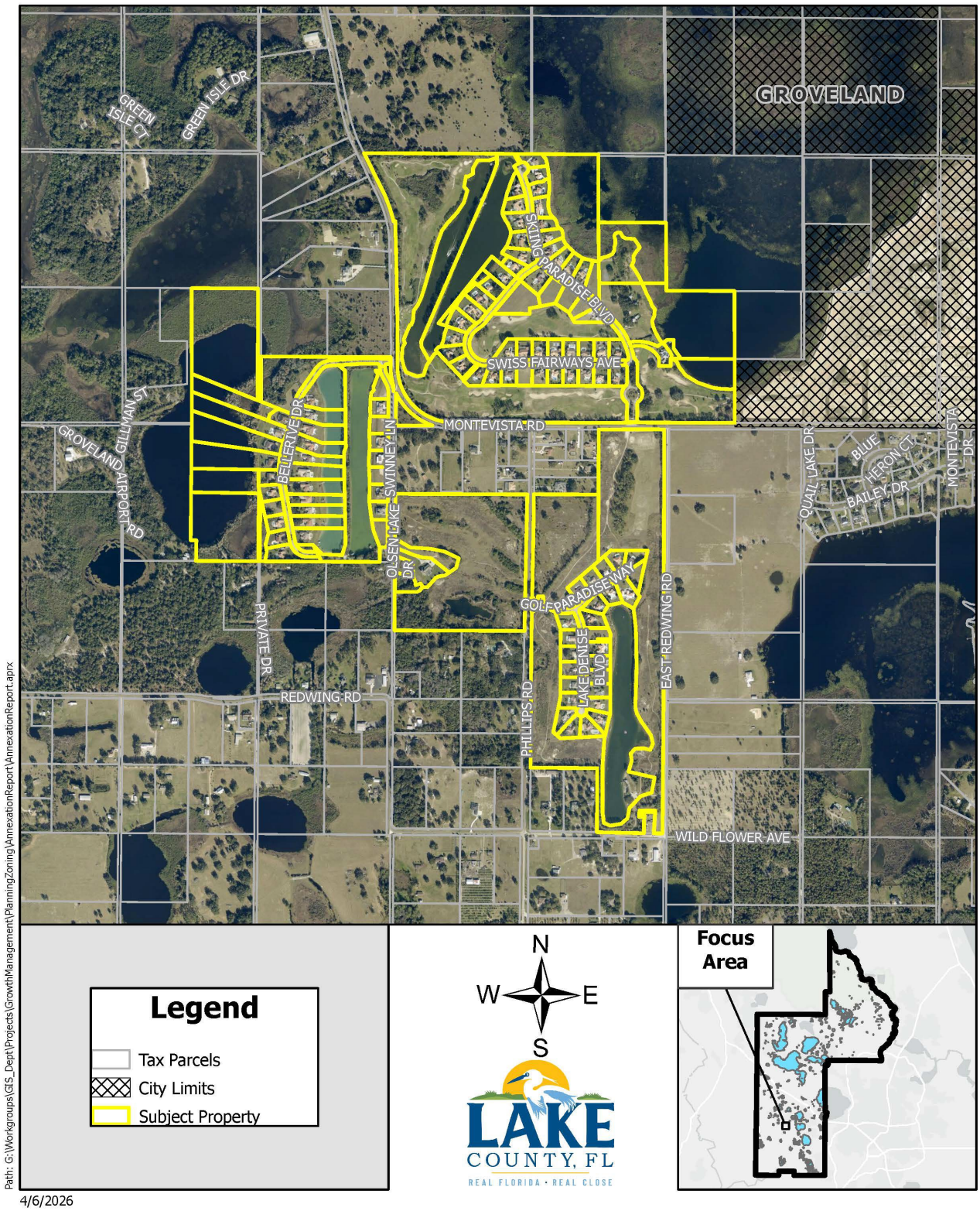
    This project is considered to be in harmony with the purpose and intent of the regulations. This project is intended to align with the established goals and policies governing land use, growth management, and infrastructure planning. This application for a PUD has been prepared in accordance with the applicable provisions of the Land Development Code.

Map of Subject Property



Aerial Map of Subject Property

Aerial



ORDINANCE 2026 - _____

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS TO AMEND SKIING PARADISE/SWISS FAIRWAYS PLANNED UNIT DEVELOPMENT ORDINANCE #2018-6 TO MODIFY THE APPROVED LAND USES BY REPLACING 18 DUPLEX VILLAS (36 DWELLING UNITS) AND 30 VACATION SUITES (COMPRISED OF 10 TRIPLEX BUILDINGS) WITH 29 SINGLE-FAMILY RESIDENTIAL UNITS, TO FACILITATE AND INCORPORATE THE TIGER PAW RESIDENTIAL DEVELOPMENT; LOCATED IN SECTIONS 29/32 TOWNSHIP 22 SOUTH, RANGE 25 EAST AND; SECTION 01 TOWNSHIP 22 SOUTH, RANGE 24 EAST AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kriss Kaye (the "Applicant") submitted a rezoning application on behalf of Michael Hirst (the "Owner") to amend Skiing Paradise/Swiss Fairways Planned Unit Development Ordinance #2018-6 to modify the approved land uses by replacing the 18 duplex villas (36 dwelling units) and 30 vacation suites (comprised of 10 triplex buildings) with 29 single-family residential units to facilitate and incorporate the Tiger Paw residential development; and

WHEREAS, on June 9, 1081, the Lake County Board of County Commissioners approved Conditional Use Permit #778-2, to permit the use of a water skiing school, residential homes and a storage building.

WHEREAS, on April 14, 1987, the Lake County Board of County Commissioners approved Ordinance #15-87 to allow the preliminary development plan for a Planned Unit Development (PUD) zoning district; and

WHEREAS, on May 30, 1990, the Lake County Board of County Commissioners approved a preliminary development plan for Planned Unit Development District zoning of the subject property known as the Skiing Paradise Swiss Fairways PUD; and

WHEREAS, on August 8, 1994, the Lake County Board of County Commissioners approved Resolution #1994-134; and

WHEREAS, on August 28, 2012, the Lake County Board of County Commissioners approved Ordinance #2012-56 to amend PUD Resolution #1994-134 to remove the owner's residence from the Water Ski School uses and incorporating it into the residential lots; and

WHEREAS, on February 27, 2018, the Lake County Board of County Commissioners approved Ordinance #2018-6 to amend PUD Ordinance #2012-56 to add golf pro shop/sales office use, golf course and water ski recreational uses, and to include water ski dormitory use that was inadvertently omitted in previous ordinance amendments; and

WHEREAS, the subject property consists of 406.8 +/- acres and is generally located east, west, and south of County Road 565A (Montevista Road) and west of East Redwing Road in the Groveland area, in Sections 29, and 32, Township 22 South, Range 25 East, and Section 01,

Township 22 South, Range 24 East and more particularly described below in Exhibit "A" – Legal Description; and

WHEREAS, the subject property is located within the Green Swamp Rural Future Land Use Category (FLUC) as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM); and

WHEREAS, the Lake County Planning & Zoning Board reviewed Petition PZ2025-83 on June 3, 2026, after giving notice of a hearing on a petition for a change in the use of land, including notice that the petition would be presented to the Board of County Commissioners of Lake County, Florida, on July 14, 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning & Zoning Board, staff report, and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved; and

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

Section 1. **Terms:** The County Manager or designee shall amend the Official Zoning Map to show the Planned Unit Development (PUD) in accordance with Exhibit "A" of this Ordinance. All uses shall be generally consistent with the Concept Plan as shown in Exhibit "B" and Exhibit "C" (Tiger Paw) of this Ordinance. The adoption of this Ordinance shall revoke/rescind and replace all previous PUD Ordinances to include PUD Ordinance #15-87, PUD Ordinance #30-90, Resolution #1994-134, PUD Ordinance #2012-56 and PUD Ordinance #2018-6, and Conditional Use Permit (CUP) 778-2. To the extent where there are conflicts between the Concept Plan shown in Exhibit "B" or the Concept Plan shown in Exhibit "C" and this Ordinance, this Ordinance shall take precedence.

A. **Land Uses:**

1. Residential: 131 detached single-family units
2. Recreational uses:
   a. Water Ski School consisting of:
      i. Water ski lakes
      ii. One (1) Property Management Office
      iii. One (1) Water ski Pro Shop
      iv. One (1) Water ski Clubhouse/Cafeteria
      v. One (1) Fitness Center (4,000 square feet)
      vi. One (1) storage building
      vii. Water Ski School Dormitories:

1. Two (2) existing student dormitories.
2. One (1) 5,000 square foot quadraplex with a maximum of eight (8) bedrooms.
3. One (1) 3,500 square foot triplex with a maximum of six (6) bedrooms.

viii. Parking Areas within the Water Ski School Area: Proposed parking areas must be consistent with the LDRs and Comprehensive Plan, as amended.

1. Existing parking and storage area for all vehicles and equipment associated with the Property Management Office, Water Ski School Pro Shop, and Water Ski School Clubhouse/Cafeteria.
2. One (1) parking lot for student dormitories. Must accommodate twenty (20) vehicles (minimum).

ix. There shall be no more than one (1) boat operating at a time in each ski lake.

x. The hours of operation of the water ski school shall be regulated as follows: Operation hours shall be sunrise to sunset or 9 pm, whichever occurs earliest.

b. Golf Uses consisting of:

i. 18-hole Golf Course

ii. Golf Clubhouse

iii. Golf Course Driving Range

iv. Golf Pro Shop/Sales Office (Lot 20, Skiing Paradise Phase 1, Plat Book 29 Pages 80-81)

v. Other similar uses

c. A recreational building which includes a pool/spa and volleyball facility.

d. Tennis Facility

3. Central Maintenance Facility
4. Accessory uses directly associated with the above uses may be approved by the County Manager or designee.
5. Any other use of the site shall require an amendment to this Ordinance as approved by the Board of County Commissioners.

B. **Open Space:** A minimum of sixty percent (60%) of the subject property acreage must be dedicated in perpetuity for preservation as common open

space using a conservation or open space easement, or plat restrictions. The homeowners' association shall be responsible for maintaining the open space.

C. **Lot Size:** Single family units shall be situated on 30,000 square foot lots (minimum).

D. **Setbacks:**

1. Front and side setbacks – All single-family lots shall meet the requirements of the Estate Residential (R-2) zoning district in the LDR, as amended. This requires a 50 foot front setback, and a 10 foot side and rear setback.

2. For Tiger Paw specific lots, a secondary front setback of 25 ft is required for corner lots.

3. Setback from wetlands/surface waters – 50 feet from the Wetland Jurisdictional Line (JWL) or mean high water line, whichever is further landward.

E. **Landscaping, Buffering, and Screening:**

1. Landscaping, Buffering, and Screening shall be in accordance with the Comprehensive Plan and LDR, as amended.

2. All homes constructed shall be Florida Water Star SM Program certified.

3. For the additional 29 single family lots to be known as Tiger Paw, the following requirements shall also apply:

a. Drought tolerant, native trees, and drought tolerant, native vegetation shall be utilized for all street trees, landscape buffers, and stormwater retention/detention areas.

b. Perimeter buffers shall consist of canopy and understory trees and plants utilizing 100% Florida native plant materials from the IFAS list. Exotic/invasive species shall be removed. Existing vegetation located along the perimeter of the PUD may be used to count towards the minimum perimeter landscaping requirement.

c. Best Management Practices for native landscaping and "right plant-right place" landscaping techniques shall be utilized in the design and installation of invasive exotic plant species in all landscape plantings is prohibited.

d. The HOA shall manage buffer areas in accordance with a management plan that protects native habitats and limits the proliferation of nuisance/exotic vegetative species. A copy of the management plan will be provided to the County.

e. Smart Irrigation Best Management Practices shall be utilized for all landscape irrigation and shall incorporate soil moisture and rain sensors into the irrigation design.

f. Landscaping and screening shall be in accordance with the Comprehensive Plan and LDR, as amended.

g. Removal of Heritage Trees is prohibited unless it poses a danger to persons or property. The development must be designed around existing Heritage Trees unless a waiver has been granted by the Board of County Commissioners as part of a conditional zoning or amendment thereto, or a variance has been granted by the Board of Adjustment, or its successor.

F. **Stormwater Management System:** The storm water management system shall be designed to be consistent with the St. Johns River Water Management District and the LDR, as amended. The developer shall be responsible for any flood studies required for developing the site and comply with FEMA, Comprehensive Plan and Land Development Regulations, as amended. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

G. **Environmental Considerations:** An environmental assessment that identifies protected flora and fauna which is no less than six (6) months old will be required with the submission of a development application. A minimum wetland buffer of 50 feet shall be maintained.

H. **Noise:** Compliance must be in accordance with the LDR, as amended.

I. **Utilities:**

1. Individual potable water wells shall be provided, in accordance with Federal, State and Local Regulations. Central Services shall only be provided if the absence of such facilities is proven to result in a threat to public health or the environment.

2. For the additional 29 single family lots to be known as Tiger Paw, wastewater services shall be provided by Distributed Wastewater Treatment System (DWTS). According to Comprehensive Plan Policy IX-3.1.1, *Regional Wastewater Service Criteria*, any new development in the Urban Land Use Series where density occurs at one unit per net acre or greater or wastewater discharge of the development is equal to or greater than 100,000 GPD, shall be required to connect to a regional system. A central system may be used on a temporary basis until a regional system becomes available. The temporary system must be staffed by a Florida licensed wastewater treatment plant operator in accordance with state regulation and code and must be planned, designed and constructed

to serve as a nucleus of a future regional system, or can act as lift station with minimal modification. A DWTS qualifies as a central system. The Developer must contract directly with a qualified provider and make provisions within their restrictive covenants for the HOA to have easements over the system, and to assess fees for this system until connected to a regional wastewater system.

J. **Schools:** School concurrency must be met in conjunction with or prior to final plat approval in accordance with the Comprehensive Plan and LDR, as amended.

K. **Lighting:** Exterior lighting must be in accordance with the LDR, as amended, and consistent with Dark-Sky Principles. These same provisions shall apply to individual lot owners as well as to common areas.

L. **Signage:** Signs must be in accordance with the LDR, as amended.

M. **Fire Protection and Emergency Services Access:** Access and fire safety requirements of the development must be provided in accordance with the Florida Fire Prevention Code and LDR, as amended.

N. **Lake Creation Standards:** The Applicant shall comply with all provisions of the Mining and Excavation regulations of the Lake County Comprehensive Plan and the LDR, as amended, pursuant to the following conditions:

1. A hydrogeological report on surface and groundwater conditions and the hydrogeological impact of the proposed activity shall be submitted to and approved by the County Manager or designee prior to any site alteration. The report shall be prepared, signed and sealed by a person licensed by the State of Florida as a professional geologist. The report shall be in accordance with the Comprehensive Plan and the LDR, as amended.

2. The design of water bodies and wetlands shall be consistent with public health and safety, maximum beneficial contributions within local drainage patterns, provide aquatic and wetland wildlife habitat values and maintain downstream water quality by preventing erosion and provide nutrient uptake. Water bodies shall, to the fullest extent practical, incorporate a variety of emergent habitats, a balance of deep and shallow water, naturally fluctuating water levels, high ratios of shoreline length-to-surface area and a variety of shoreline slopes. Water bodies shall be designed for a minimum depth of six (6) feet over at least 75 percent of the surface water area. Alternative water body depths may be proposed and shall be subject to review and approval as part of the wetland mitigation plan.

   a. A lake creation reclamation plan shall be submitted to and

approved by the County Manager or designee prior to any site alteration. The reclamation plan shall be fully described by illustration and documentation, including plan view with three cross sections. The reclamation plan shall show all areas to be reclaimed by depicting and describing what manmade and natural features will exist when the reclamation plan is completed and shall depict at least two (2) typical cross-sections generally oriented at a ninety-degree angle to each other and a plan view with final contours showing areas to be filled, backfilled, reconstructed, and reshaped.

b. Slopes of any reclaimed area above high water table and elevation and within the excavated area of the planned water body shall be no steeper than four (4) feet horizontal to one (1) feet vertical. In order to establish and maintain the littoral zone, all finished side sloped of the excavated and mined areas below the high water table and elevation shall be no steeper than one (1) feet vertical drop for evert six (6) feet of horizontal distance to a depth of six (6) feet below the low water table and elevation (dry-season water table elevation) unless an alternate slope is approved by the County. Although no minimum slope below the littoral zone is required, the slope below the littoral zone shall be constructed so that natural soil movement will not reduce the littoral zone area. Such sloped shall be subject to approval by the County. Wetlands are encouraged to be incorporated into planned and artificial water bodies as wetland shelves or expanded littoral zones. Wetlands created in this manner may be counted towards mitigation requirements for the excavation of wetlands.

c. All wetland areas shall be reclaimed and revegetated in accordance with the best available technology. Vegetation consisting of a mix of grasses, trees and shrubs indigenous to shallow southern lakes and native to the area shall be planted within the littoral and transition zones. Littoral and transition Zone vegetation shall each achieve a cover of at least 50 percent at the end of one (1) growing season and will be protected from grazing, mowing or other adverse land uses for three (3) growing seasons to allow establishment. Littoral and transition one vegetation shall achieve a cover of 70 percent at the end of two (2) growing seasons Regular maintenance of all reclaimed areas shall be performed by the

operator or a designated agent in order to assure that the reclamation standards are achieved and the approved reclamation plan is accomplished. The maintenance shall include monitoring for a minimum of two (2) years after planting, replacement, of ant planted areas that fail to survive in accordance with the established standards, the removal of non-native plant species that have not been approved by the County and which exceed ten (10) percent of the vegetative community and the maintenance of all required slopes and berms.

3. A berm of earth shall be constructed around each water body which is of sufficient size to retain at least the first one (1) inch of runoff. The berm shall be set back from the edge of the water body so that it does not interfere with the other requirements of this ordinance.

4. Site reclamation shall be conducted in such a manner as to eliminate the risk that there will be flooding on the adjacent properties. The original, pre-excavation drainage pattern of the areas shall be restored to the greatest extent possible. Watershed boundaries shall not be crossed in restoring drainage patterns but shall be restored within their original boundaries unless such a restoration is approved by the County.

5. All excavation activities shall, at a minimum, be conducted in accordance with the following standards:

General Standards:

a. Best Management Practices: All excavation activities shall employ the best management practices.

b. Compliance with other law: All excavation activities shall be conducted in accordance with all applicable federal, state, regional, and local law, ordinances, rules and regulations.

Environmental Protection Standards:

a. Water Quality and Quantity:

i. Point-Source Discharges: Point-source discharges of water or liquid waste into waters of the county or state are prohibited unless a variance has been granted by the Lake County Environmental Protection Board. This shall not prevent discharges into recirculating plant water systems, retention ponds and surface water storage ponds which are self-contained on the property or the undertaking of

aquifer recharge programs approved by the Lake County Environmental Protection Board or discharges of stormwater runoff from the reclaimed lands; provided, however, that in no event may any discharges of water or liquid waste have an adverse effect on water quality, riverine, terrestrial or aquatic biota or pre-existing lawful uses of water bodies.

ii. Nonpoint Source Discharges: Nonpoint Source Discharges of water or liquid waste into waters of the County or State shall not have an adverse effect on water quality, riverine, terrestrial or aquatic biota or pre-existing lawful uses of water bodies. All surface drainage from site runoff shall be directed away from sinkholes or open excavations unless such excavations are part of the approved stormwater management system.

b. Ground Water:

i. Surficial Aquifer Withdrawals: Activities shall not adversely impact the level of the surficial aquifer beyond the boundaries of the site.

ii. Monitoring: In order to establish baseline conditions and to evaluate potential impacts, the monitoring of groundwater systems, surficial and Floridan Aquifer, will be conducted and on-site sampling or observation wells shall be established. A groundwater monitoring plan shall be submitted and approved by the County Manager or designee prior to any site alteration.

iii. Protection of Floridan Aquifer: The minimum distance between the bottom of the excavated area and the top of the first confining unit of the Florida aquifer shall be sufficient to protect the Florida aquifer system and shall be subject to approval by the County.

c. Surface Water:

i. Withdrawals: Water shall not be drawn from the surface water bodies not totally within the property. Such use shall only be permitted after a thorough analysis of surface water conditions and shall be limited to quantities not detrimental to other property

owners or the environment.

ii. Monitoring: In order to establish baseline conditions and to evaluate potential impacts, the monitoring of surface water systems will be conducted, and on-site sampling shall be established. A surface water monitoring plan shall be submitted and approved by the County Manager or designee prior to any site alteration.

iii. Water Quality: All waters on or leaving the site shall meet all applicable state, federal, regional and local water quality standards, laws, ordinances, rules and regulations.

O. **Transportation, Access Management and Road Width:** Access management shall be in accordance with the LDR, as amended, and the Florida Department of Transportation.

1. Dedicate additional right-of-way to provide 40-foot from the centerline of CR 565A and 33-feet from the centerline of Redwing Road and Phillips Road.

2. Phillips Road from County Road 565A to Redwing Road and Redwing Road from Phillips Road to the southern entrance are to be widened and resurfaced to provide a pavement width of 24 feet.

3. The cul-de-sac beginning at the west entrance on Phillips Road exceeds the allowable minimum length. Vehicle turnarounds need to be provided at a minimum spacing of 1,320 feet.

4. A bridge or tunnel system should be installed for golf cart crossings.

5. Proposed Waivers: Minimum cul-de-sac diameter: a minimum cul-de-sac diameter of 100-feet would be acceptable on curb and gutter type roads only.

6. A 10-ft wide front yard utility easement shall be along all lots and common areas/ tracts fronting the internal roads.

7. A minimum of 5-ft side and rear drainage easements shall be on each lot within the development.

8. Driveway Access. All SFR units shall have a paved 2-car wide driveway access from the garage to the street (concrete). Only one (1) Driveway access per lot. Double road frontage driveway access is prohibited. Driveway widths within the right-of-way shall not exceed 24-ft, measured at the throat of the driveway.

9. All grading for the site development shall be in accordance with the

Comprehensive Plan and LDR, as amended.

10. The road within shall be 24 ft. wide and curb and gutter for the 50 ft. right-of-way.

11. The subdivision design shall be in accordance with the Transportation Systems for subdivision road design and layout from the LDR, as amended.

12. Traffic calming will need to be included in the subdivisions design utilizing the Florida Greenbook Traffic Calming Treatments and acceptable measures by Lake County.

13. Internal roads within the development shall be designed to meet Florida Greenbook and Lake County Road standards and owned and maintained by the HOA.

14. A westbound left turn lane on Montevista Road (CR 565A) at the Phillips Road intersection will be required to be designed, permitted, and constructed by the developer.

15. For the additional 29 single family lots to be known as Tiger Paw, if the internal subdivision roads are dedicated to the public, street parking shall be prohibited unless internal roads are constructed at 34 feet in width to accommodate both sides of street parking while maintaining the appropriate width for emergency vehicles to pass unobstructed. If internal subdivision roads are not constructed to accommodate street parking, one or more of the following shall be provided:

    a. Individual driveways shall be constructed to accommodate a minimum of four (4) vehicles without impeding the sidewalk. This may be accomplished through longer driveways or wider driveways at Developer's option.

    b. Overflow parking lots shall be constructed throughout the community to accommodate vehicles that cannot be parked within residential driveways without blocking sidewalks.

    Additionally, if the internal subdivision roads are not constructed to accommodate street parking, Developer shall be required to install the appropriate "no parking" signs that read "No Parking Fire Lane by Order of the Fire Department" every sixty (60) feet along the internal roads to allow the prohibition to be enforced by law enforcement. The HOA shall be responsible for replacing signage as needed. The signs shall be 12 inches by 18 inches with a white background and red letters and shall be a maximum of seven (7) feet in height from roadway to the bottom part of the sign. The signs shall be maintained by the HOA of the community.

P. **Future Road Maintenance.** Unless a CDD is formed to fund and maintain the same, future road maintenance for publicly dedicated roads within Tiger Paw 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 or site plan approval, the Owner shall provide any documentation required by the County to impose an MSTU or MSBU, at the County's discretion, on the platted or commercial 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.

Q. **Stipulated Settlement Agreement: (Does not apply to Tiger Paw)**

1. Representations: The representations set forth above are incorporated herein and are essential elements hereof.

2. Restrictive Covenants: Prior to the conveyance of any lots, the Developer shall record Restrictive Covenants in the public records of Lake County, Florida, for the project that shall be applicable to all lots in the project. The recordation of such Restrictive Covenants shall be accomplished within ten days of recording the final plat. The Developer shall provide the Department of Community Affairs with a certified copy of the recorded restrictive covenants within 20 days of recordation. The Restrictive Covenants shall include the following provisions:

   a. All septic tanks and absorption beds on all lots in the Project shall be setback a minimum of 75-feet from the furthest upland extent of any wetland, using the most extensive determination of the wetland area by either the Department of Environmental Protection, the Army Corps of Engineers, the St. John's Water Management District, or Lake County, if applicable, except as to those wetlands for which the Developer has obtained permits to alter from all appropriate jurisdiction agencies.

   b. For lots with soils beneath the proposed drain field which are rated as having slight, moderate, or severe limitations for septic tank absorption fields based on U.S.D.A. soil classifications as described in Rule 64E-6 Florida Administrative Code (F.A.C.), the septic tank system shall be constructed in the following manner:

      i. If the soils in which the septic tank will be located have slight to moderate limitations for septic tank absorption fields, then the septic tank shall be two

sizes larger than the size required by Table II in Rule 64E-6, F.A.C. For example, if Table II requires a 900 gallon tank as the standard for the proposed unit, then a 1,200 gallon tank shall be required; or if a 1,050 gallon tank is the standard, then a 1,350 gallon tank shall be required. The size of the absorption area shall be based upon estimated sewage flows pursuant to Rule 64E-6, F.A.C.

ii. If the soils in which the septic tank will be located have severe limitations for septic tank absorption fields, as determined by the Lake County Public Health Unit, then duel septic tanks shall be required. The primary tank shall be the standard size required by Rule 64E-6, F.A.C., for the proposed unit. The secondary tank shall be connected in series to the primary unit and shall have an effective capacity of 900 gallons. The secondary tank shall be connected in series to the primary unit and shall have an effective capacity of 900 gallons. The size of the absorption area shall be based upon estimated sewage flows pursuant to Rule 64-E, F.A.C.

c. At least once every five years, or except as otherwise provided herein, the lot owner shall have all septic tanks cleaned and inspected by a registered or licensed septic tank contractor. The contractor shall certify to the Lake County Public Health unit that the septic tank has been cleaned, that the mount, drain field, and septic tank system are in good working order and in compliance with the standards of Rule 64E-6, F.A.C., and the standards described in paragraphs 2.a and 2.b of this Agreement. The lot owner shall make all repairs that are necessary to obtain certification.

d. These Restrictive Covenants shall run in favor of, and be enforceable by any person including the Developer, the Homeowner's Association, any lot owner of Skiing Paradise, Lake County, and the Department of Community Affairs, their successors and assigns.

e. At such time as the Lake County Board of County Commissioners adopts a septic tank maintenance and inspection ordinance which is approved by the Department of Community Affairs pursuant to section 380.05, Florida Statues, as amended, the provisions of the ordinance shall

replace the requirements of subparagraphs a-d above.

3. Contracts of Sale: The Developer shall attach a copy of the Restrictive Covenants set forth in paragraph 2 of this Agreement to all contracts for sale.

4. Golf Course:

a. Integrated Pest Management and Water Quality Management Plan: The Developer shall have an Integrated Pest management Plan and Water Quality Management Plan prepared by a professional acceptable to the Department to be applicable to the entire 18-hole golf course, which plans shall be submitted to the Department for review and approval at the discretion of the Department prior to dismissal of this appeal. Best management practices shall be employed at all times on the entire 18-hole golf course and shall be fully explained in the above plans.

b. Monitoring of ground and surface water: The Developer shall have a ground and surface water monitoring plan prepared for the entire 18-hole golf course by a professional acceptable to the Department, which shall be submitted to the Department for review and approval at the discretion of the Department, prior to dismissal of this appeal. Subject to reasonable notification to the Developer, onsite investigation by the Department and other state agency personnel shall be authorized by the Developer during normal business hours. The Florida Department of Environmental Protection in conjunction with the USGS shall be given specific authority by the Developer to conduct desired studies for the entire 18-hole golf course upon execution of this agreement. Any such investigation or studies shall not disrupt normal business activities of the project without first having authorization from the Developer. The monitoring plan of the USGS-DEP may be combined with the monitoring plan prepared by the Developer and the resulting plan may be approved by the Department as set forth above.

c. Water Quality and Quantity Standards: At all times during the construction and operation of the golf course, the project shall ensure that groundwater remain free from contaminants and shall not exceed the standards for class G1 and G3 groundwater as established by the Florida Department of Environmental Protection in F.A.C. Rules 17-520 and 17-522, or water quality standards of any other applicable

authority, and shall not cause water levels to any wetland to be reduced below the normal pool seasonal high water levels as determined by a professional acceptable to the Department. The Developer shall comply with all applicable standards and regulations for surface water quality.

5. Wetlands: The Developer shall place all jurisdictional wetlands. As determined in paragraph 2.a above except those wetlands for which the Developer has obtained a permit to alter from all appropriate jurisdictional agencies, within the project in a conservation easement which shall require that the wetlands be preserved in their natural and unaltered state. In addition, the Developer shall not include wetlands as part of any platted lot but will show the wetlands on the plat as a common area, which shall be dedicated to the homeowner's association for ownership and maintenance.

6. Flood Plain Study: The Developer shall cause to be prepared a flood plain study for those areas depicted for residential development along Lake Olsen. This study shall be performed in accordance with the Flood Insurance study guidelines and specification for Flood contractors (FEMA Pub. #37). The methods used to perform the study shall be approved by FEMA and the Department shall be provided with verification of FEMA's approval prior to dismissal of this appeal. The subdivision shall be designed so that each lot has sufficient uplands not within the 100-year floodplain to accommodate the proposed structures, septic tank and drain field and all setbacks.

7. Site Alteration Criteria: The Developer shall comply with F.A.C. Chapter 28-28.008 (7).

8. Amendment of Development Order: The Developer and the Department hereby request the Lake County amend the development order under appeal to make the approval of the Project contingent upon compliance with the provisions set forth above, including compliance with the Integrated Pest Management, Water Quality Management, and Monitoring Plan. The County agrees to consider such an amendment. The County shall not issue any additional orders for the Project until this appeal is dismissed.

9. Further Proceedings: If Lake County adopts the amendments to the development order described in Paragraph 8 of this Agreement, and only those amendments, and if the plans required above are prepared and approved, the Department shall within 15 working of receipt of the amendments to the development order rendered in accordance with Rule 9J-1, F.A.C., and after approving the above mentioned

plans, file a motion to relinquish jurisdiction to dismiss the appeal consistent with this agreement.

10. Cancellation of Restrictive Covenants: The Restrictive Covenants described in Section 2 of this agreement shall be superseded if Lake County adopts a septic tank maintenance and inspection program for the Green Swamp Area of Critical State Concern which is approved by DCA pursuant to S.380.05, Florida Statutes.

11. Enforcement: In the event of a breach of this Agreement or failure to comply with any condition of it, including compliance with the above described restrictive covenants by any person, or if it has been based upon materially inaccurate information, any person, including the Department, may enforce this Agreement, as provided in Sections 380.05 and 380.11, Florida Statutes.

Q. **Concurrency Management Requirements:** Any development must comply with the Lake County Concurrency Management System, as amended.

R. **Development Review and Approval:** Prior to the issuance of permits, the Applicant will be required to submit a preliminary plat, construction plans, and final plat generally consistent with Exhibit "B" - Conceptual Plan for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

S. **PUD Expiration:** Physical development must commence within three (3) years from the date of this Ordinance approval. Failure to commence construction within three (3) years of approval will cause the revocation of this Ordinance, in accordance with the Comprehensive Plan or superseding documents as amended. Prior to expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work. This section is also applicable to Tiger Paw.

T. **Future Amendments to Statutes, Code, Plans, or Regulations:** The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County LDR shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

U. **No Estoppel:** Approval of the Ordinance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein as Tiger Paw cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The

Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

Section 2. Conditions:

A. After establishment of the facilities as provided in this Ordinance, the property must only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. The transfer of ownership or lease of any or all of the property described in this Ordinance must include in the transfer or lease agreement a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures contained in the LDR, as amended.

D. The Lake County Code Enforcement Special Master will have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

E. This Ordinance will ensure to the benefit of, and will constitute a covenant running with the land and the terms, conditions, and provisions of this Ordinance, and will be binding upon the present Owner and any successor, and will be subject to each and every condition set out in this Ordinance.

F. Construction and operation of the proposed use must at all times comply with the regulations of this and other governmental permitting agencies.

Section 3. Severability: If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Filing with the Department of State. The clerk is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 5. **Effective Date.** This Ordinance shall become effective upon recordation in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

ENACTED this _____day of _____, 2026.

FILED with the Secretary of State _____, 2026.

EFFECTIVE _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

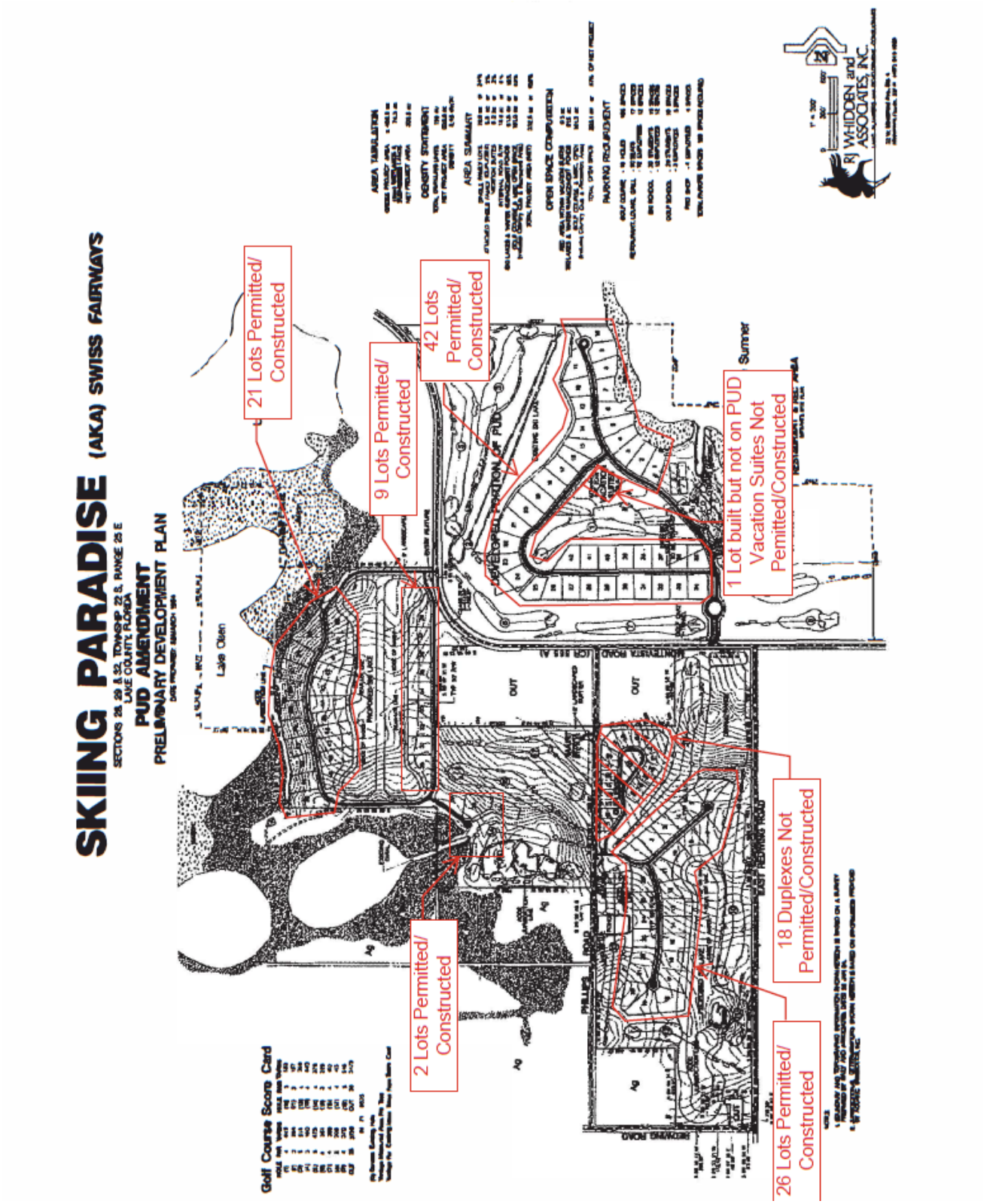
APPROVED AS TO FORM AND LEGALITY

_____
MELANIE MARSH, COUNTY ATTORNEY

Exhibit "A" – Legal Description

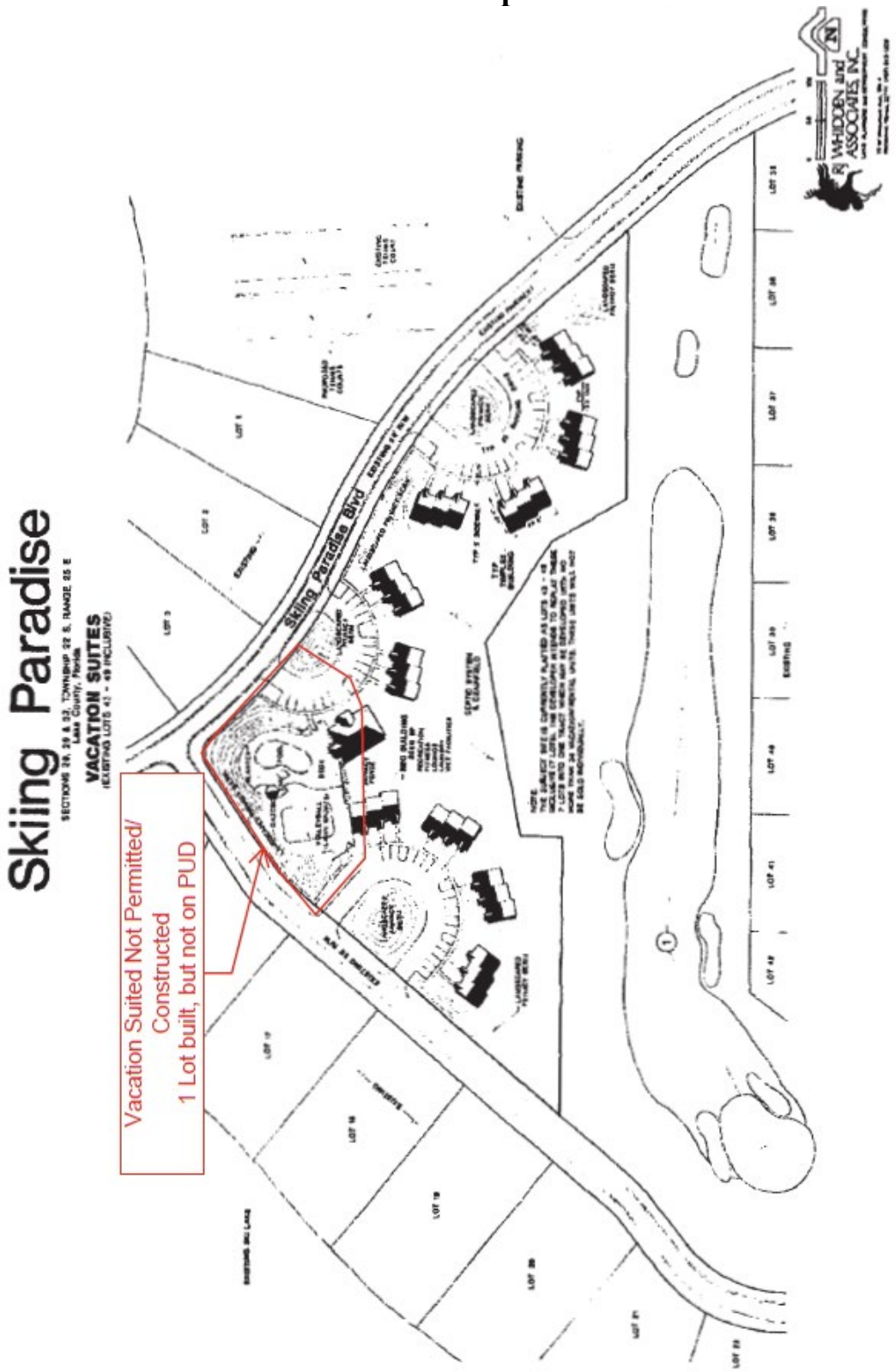
The W1/2 of the SE 1/4 less that part lying W and S of CR 565A; also that part of Tract 36 lying E'ly of CR 565A of Groveland Farms, as recorded in Plat Bk. 2, Pgs. 10 & 11 of the Public Records of Lake County, Florida; **ALSO:** Tracts 39, 41, 42, 55, 56, 57 and 58, of said Groveland Farms, as recorded in Plat Bk. 2, Pgs. 10 & 11 of Public Records of Lake County, Florida. All of the above described lands being in Sec. 29, Twp. 22S, Rge. 25E; also Tract 64, Sec. 28, Twp. 22S, Rge. 25E, Groveland Farms, recorded in Plat Bk. 2, Pg. 10 of Public Records of Lake County, Florida, subject to all easements r/w and restrictions of record.; **Formerly McCorkle Property (70 + acres): PARCEL No. 1:** Tracts 3, 4, 13 & 14 in Sec. 32, Twp. 22S, Rge. 25E, in Groveland Farms, a subdivision in Lake County, Florida according to the Plat thereof recorded in Plat Bk. 2, Pgs. 10 & 11 Public Records of Lake County, Florida; **PARCEL NO. 2:** That part of the SW 1/4 of the SE 1/4 of Sec. 29, Twp. 22S, Rge. 25E, Lake County, Florida, lying W of the r/w of CR 565A; **PARCEL NO. 3:** The NE 1/4 of the NW 1/4 of the NW 1/4 of Sec. 32, Twp. 22S, Rge. 25E, Lake County, Florida; **PARCEL NO. 4:** Tracts 50 & 63 in Sec. 29, Twp. 22S, Rge. 25E, according to the plat of Groveland Farms as recorded in Plat Bk. 2, Pgs. 10 & 11, public records of Lake County, Florida; **Formerly Collins/Chisholm (20 + acres):** Tract 61 (less highway) and Tract 62, Groveland Farms, Sec. 29, Twp. 22S, Rge. 25E, Plat Bk. 650 pgs. 780 & 781, Public Records of Lake County, Florida; **FURTHER DESCRIBED AS:** The S 1/2 of the SE 1/4 of SW 1/4 of Sec. 29, Twp. 22S, Rge. 25E, otherwise described as Tracts 61 & 62, according to the map showing lands of the Florida Development Corp. "Groveland Farms" filed Sept. 25, 1911, and recorded in Plat Bk. 2, Pg. 11, Public Records of Lake County, Florida, less and except that part of: Tract 61 in Sec. 29, Twp. 22S, Rge. 25E, Groveland Farms as recorded in Plat Bk. 2, Pg. 11, Public Records of Lake County, Florida; lying W of and within 40 ft. of the survey line of SR 565A, Section 11681., said survey line in relation to the above property being described as follows: Begin at a point on the E line of Sec. 32, Twp. 22S, Rge. 25E, 0.30 ft., S from the NE cor thereof; thence N 89 deg. 55' 20" W, 657.42 ft; thence N 89 deg. 38' 20" W 1013.57 ft.; to a point on the N line of said Sec. 32, a distance of 1670.99 ft. W from the NE cor thereof; thence continue on the last given bearing 406.98 ft. to the beginning of a curve concave to the NE and having a radius of 573.69 ft.; thence along said curve through a central angle of 88 deg. 44' 887.33 ft. to the end of curve; thence N 00 deg. 54' 20" W 1201.81 ft. to the beginning of a curve concave to the W'ly and having a radius of 1146.28 ft.; thence along said curve through a central angle of 25 deg. 51' 517.00 ft. to the end of curve; thence N 26 deg. 45' 20" W 466.47 ft. to the beginning of a curve concave to the NE'ly and having a radius of 1432.69 ft., thence along said curve through a central angle of 14 deg. 55' 372.92 ft. to the end of curve; thence N 11 deg. 50' 20" W 1691.98 ft. to the beginning of a curve concave to the W'ly and having a radius of 1910.08 ft.; thence along said curve through a central angle of 8 deg. 30' 283.33 ft. to the end of curve; thence N 20 deg. 20'" W 386.62 ft. to a point on the N line of Sec. 29, Twp. 22S, Rge. 25E, 1496.22 ft. E from the NW cor thereof and the end of this description, containing 10 acre, more or less, except existing r/w. **(BAILEY PROPERTY - 99 + acres)** Tracts 8, 9, 10, 23, 24, 25, 26, 39 & 40, begin 12 ft. N of the SE cor of Tract 41, run W 112.3 ft., N 3 deg. 30' E 226 ft., W 154 ft, S 47 ft., E 48 ft., S 178.65 ft., W 455.36 ft., N 648 ft., E 660 ft., S 648 ft. to the P.O.B.; the S 12 ft. of Tract 41; all in Sec. 32, Twp. 22S, Rge. 25E, Groveland Farms, according to the Plat thereof as recorded in Plat Bk. 2, Pgs. 10 & 11, Public Records of Lake County, Florida.; **(MATLOCK PROPERTY)** Tracts 11, 12, 21, and 22 as shown on the plat of GROVELAND FARMS, as recorded in Plat Bk. 2, Pgs. 10 & 11, of the Public Records of Lake County, Florida.

Exhibit "B" – Master PUD Conceptual Plan



1

Exhibit "B" – Master PUD Conceptual Plan Continued



2

Exhibit “C” – PUD Conceptual Plan

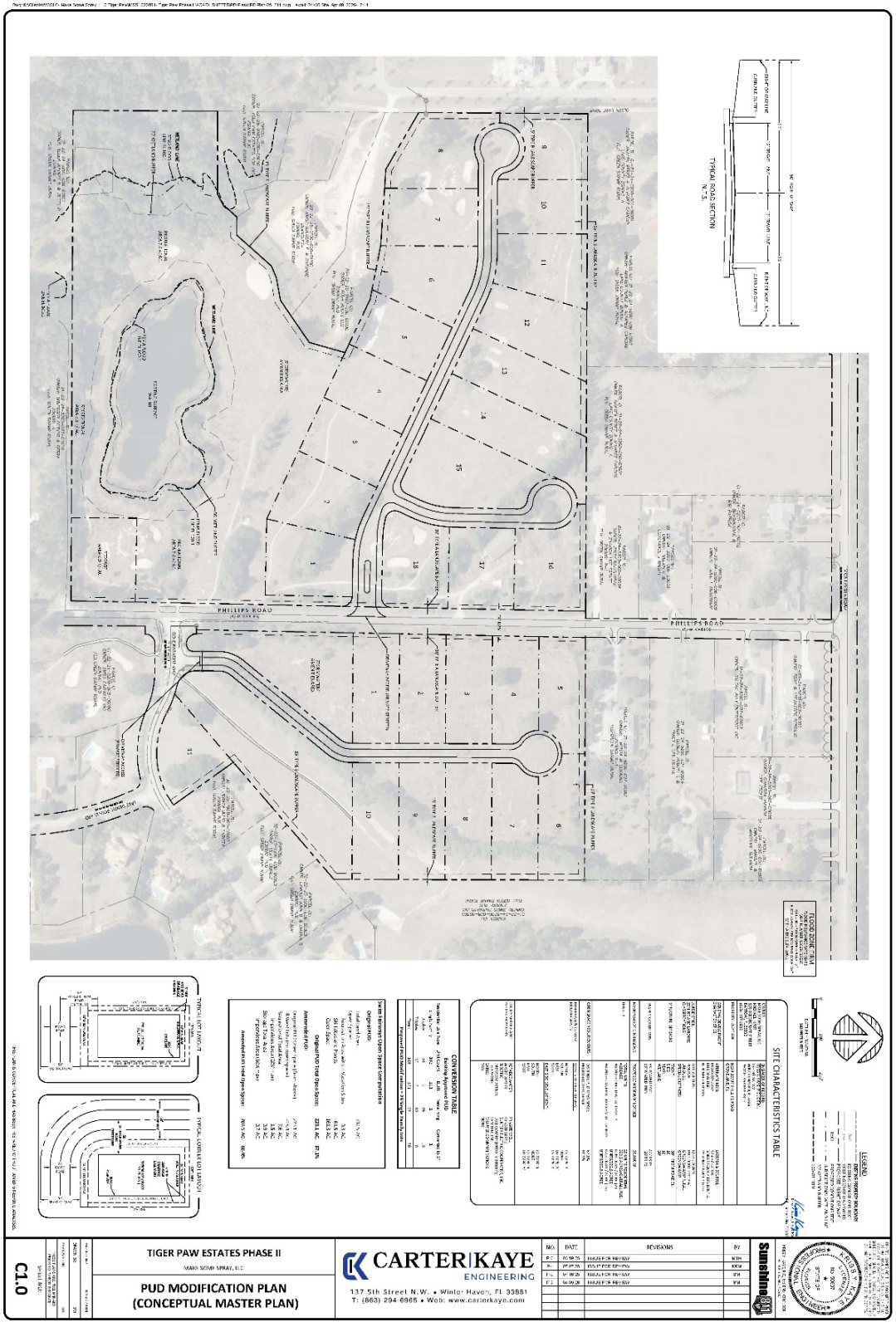


Exhibit "C" – PUD Conceptual Plan Continued

SITE CHARACTERISTICS TABLE

OWNER: MAKE SOME SPRAY, LLC MICHAEL HIRST 520 BEECHCRAFT STREET BARTOW, FL 33830 (863) 287-1830	ENGINEER OF RECORD: KRISS Y. KAYE, P.E., C.F.M. 137 5th St. NW WINTER HAVEN, FL 33881 PHONE: 863-698-3327	
PROPERTY LOCATION	NEAR 12707 PHILLIPS ROAD GROVELAND, FL	
GENERAL DEVELOPMENT CHARACTERISTICS	ATERNATE KEYS: PROPERTY AREA: BUILDING USE: NUMBER OF UNITS:	1438764 & 3918951 47.8 +/- ACRES SINGLE FAMILY RESIDENTIAL 26 SINGLE FAMILY LOTS
JURSIDICTION ZONING AND LANDUSE CLASSIFICATIONS	JURISDICTION: ZONING: LANDUSE: SPECIAL DISTRICTS:	LAKE COUNTY PUD (ORD. #2012-56) GREEN SWAMP RURAL GREEN SWAMP
STRUCTURE SETBACKS	FRONT: SIDE: REAR: WETLAND:	50' FROM ROAD CL 10' 10' 50'
TRAFFIC CONDITIONS	ESTIMATED AADT: ESTIMATED PHF:	248 TRIPS 25 TRIPS
MINIMUM LOT DIMENSIONS	PROPOSED MINIMUM LOT SIZE	30,000 SF
DENSITY	TOTAL UNITS: ACREAGE: PROPOSED PUD RESIDENTIAL DENSITY: PROPOSED OVERALL RESIDENTIAL DENSITY:	26 UNITS RESIDENTIAL 332.5 ACRES (EXISTING PUD) 0.54 UNITS/ACRE (26 UNITS/47.8 ACRES) 0.47 UNITS / ACRE (157 UNITS/332.5 ACRES) (EXISTING PUD)
OPEN SPACE REQUIREMENTS	PUD OPEN SPACE PROPOSED EXISTING PUD OPEN SPACE	67% > 60% 62% > 60%
BUFFERING & CANOPY REQUIREMENTS	WEST SIDE DEVELOPMENT: NORTH: SOUTH: EAST: WEST: EAST SIDE DEVELOPMENT: NORTH: SOUTH: EAST: WEST:	 15' TYPE 'B' NONE 10' TYPE 'A' 10' TYPE 'A' 15' TYPE 'B' NONE 15' TYPE 'B' 10' TYPE 'A'
UTILITY SERVICE AND ACCESS PROVIDERS	POTABLE WATER: WASTE WATER: ELECTRIC: DRIVEWAY ACCESS: TELEPHONE: CABLE: GAS:	PRIVATE WELL PRIVATE SEPTIC SUMTER ELECTRIC COOPERATIVE, INC. LAKE COUNTY CENTURYLINK CHARTER COMMUNICATIONS NONE

VARIANCE STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	6
Public Hearing Date:	Jul 14, 2026
Case No. and Project Name:	PZ2025-240, Scharlach Property - W Thyme Avenue
Commissioner District:	District 4 – Leslie Campione
Applicant(s):	Jamie Blunt
Owner(s):	Jason Scharlach, a married man and Jared Scharlach, a single man, taking title as Joint Tenants with Rights of Survivorship
Requested Action:	A variance to Land Development Regulations (LDR) Section 6.01.04(A)(1) to allow for an unpermitted deck to remain constructed forty-five (45) feet from the ordinary high water line, mean high water line, or jurisdictional wetland line, whichever is further landward, in lieu of the required 50-foot setback.
Case Manager:	Corey DeVogel, Planner I
	Subject Property Information
Size:	1.0 +/- gross acres
Location:	30033 West Thyme Avenue, in the unincorporated Eustis area
Alternate Key No.:	3372409
Future Land Use:	Wekiva River Protection Area A-1-20 Sending Area (Attachment “A”)
Current Zoning District:	Rural Residential (R-1) District (Attachment “B”)
Flood Zones:	“AE” and “X”
JPA/ISBA:	N/A
Overlay/Rural Protection Area:	Wekiva River Protection Area (WRPA) & Wekiva Study Area (WSA) (Attachment “C”)
BMAP Location:	Middle St. Johns
Wildlife Corridor:	Priority 2

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Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	WRPA A-1-20 Sending Area	Rural Residential (R-1) District	Common Area	Royal Trails Unit No 1 Subdivision Green Areas and Wetlands
South	WRPA A-1-20 Sending Area	Rural Residential (R-1) District	Right-of-Way and Residential	Single-Family Dwelling Unit South of West Thyme Avenue
East	WRPA A-1-20 Sending Area	Rural Residential (R-1) District	Residential	Single-Family Dwelling Unit
West	WRPA A-1-20 Sending Area	Rural Residential (R-1) District	Residential	Single-Family Dwelling Unit

– Summary of Request –

The subject parcel is identified by Alternate Key Number 3372409 and contains one gross acre. The subject parcel is zoned Rural Residential (R-1) District; is designated with a Wekiva River Protection Area (WRPA) A-1-20 Sending Area Future Land Use Category (FLUC) by the 2030 Comprehensive Plan; and located within Wekiva River Protection Area (WRPA) and the Wekiva Study Area (WSA). The subject property is not located within a Joint Planning Area (JPA) or Interlocal Service Boundary Agreement (ISBA). The subject parcel is developed with a single-family residence, front wood deck, driveway and the subject unpermitted deck, as shown on the Plot Plan (Attachment "D"). GIS maps indicate that the subject parcel is located within flood zones "AE" and "X", and there is indication that wetlands exist on the site.

On December 6, 2024, the Office of Building Services issued a Notice of Violation for Lake County Code Chapter 6, Section 6-3(a), entitled *Permits* for no building permit (Attachment "E"). The subject property was purchased by the new owners on February 14, 2025 and the deed was recorded in the Lake County Public Records on February 20, 2025. The new owners had no knowledge of the violation until they received the notice of violation. On March 7, 2025, the Office of Building Services issued a Notice of Violation for Lake County Code Chapter 6, Section 6-3(a), entitled *Permits* for no building permit to the new owner (Attachment "F"). The Applicant then applied for a Zoning Clearance (ZP Packet #111694) to add an 11' 9" x 15' 10" back deck with stairs and an 11' 10" x 20' 10" front deck with stairs. On April 9, 2025, staff advised that the after-the-fact deck did not meet the required 50-foot setback from the ordinary high water line, mean high water line or jurisdictional wetland line, whichever is further landward. The Applicant is requesting a variance to LDR Section 6.01.04(A)(1) to allow for an unpermitted deck to remain constructed forty-five (45) feet from the ordinary high water line, mean high water line or jurisdictional wetland line, whichever is further landward, in lieu of the required 50-foot setback.

On December 9, 2025, the requested action was sent to the Public Works Department, the Water Resources

Floodplain Manager and the Building Services Chief Fire Plans Reviewer/Inspector for a determination of consistency with their regulations.

- Public Works Department had no comments.
- Floodplain Manager stated that all proposed work will take place outside of the Special Flood Hazard Area (SFHA) and had no objections.
- Chief Fire Plans Reviewer/Inspector had no comments.

For background purposes, On January 21, 2026, the subject Code Enforcement case #2024120058 was presented before the Special Magistrate hearing, where the ruling required the subject property come into compliance. The existing Impervious Surface Ratio (ISR) of the subject property is 5%. With the inclusion of the unpermitted deck, the ISR is 5%. The maximum allowable ISR within the Wekiva River Protection Area A-1-20 Sending Area FLUC is 20%. The maximum allowable ISR within the Rural Residential (R-1) District zoning designation is 30%. The subject property is developed with a single-family dwelling and an unpermitted rear-yard deck.

Should the Board of County Commissioners approve this variance request, the Applicant will be required to obtain zoning and building permits to comply with Lake County Land Development Regulations. In addition, the zoning and building permits would resolve Code Case #2024120058.

The Applicant provided a Project Narrative as shown on Attachment "G".

– Staff Analysis –

A. LDR Section 14.15.02 states that variances will be granted when the person subject to a Land Development Regulation demonstrates that the purpose of the Land Development Regulation will be or has been achieved by other means, and when application of a Land Development Regulation would create a substantial hardship or would violate principles of fairness.

1. **The purpose of the Land Development Regulation will be or has been achieved by other means.**

   The intent of LDR Section 6.01.04(A)(1) entitled *Development near Wetlands and Waterbodies*, is that wetlands be conserved and protected to ensure that the natural structure and functional values are maintained.

   The Applicant provided the following statement as evidence that the intent of the Land Development Regulations will be or has been achieved by other means, *"Asking for 50' average buffer. Willing to record conservation easement that will provide same total area of wetland buffer and 50' average wetland buffer. I am told that the State of Florida and many other counties allow this approach."*

   ANALYSIS: A 50-foot average setback will not achieve the LDR, as the ordinary high water line, mean high water line, or jurisdictional wetland line remains in place, and the unpermitted deck was built within the 50-foot minimum setback requirement. The result would remain the same, even with a 50-foot average buffer.

2. **The 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.**

The Applicant provided the following statement as evidence that the principle of fairness would be violated if the variance isn't approved, *"Previous owner built back porch that encroaches on 50' wetlands buffer without a permit. I had no knowledge of this when I purchased the home."*

ANALYSIS: There may not be a substantial hardship, as the rear-yard deck was unpermitted and not relayed to the Applicant before purchasing the home, based upon the provided narrative.

B. Land Development Regulations Section 14.15.02 Variances and Appeals states that variances to the setback requirements from an ordinary high-water line, mean high water line, or jurisdictional wetland line may be granted if:

1. **The lot is a developable Lot of Record, or the lot was legally created through a development order prior to March 2, 1993.**

   The subject parcel is a developable Lot of Record and the lot was legally created through the Royal Trails Unit No. 1 subdivision (Plat Book 19, Page 1) was recorded in the Lake County Public Records on September 29, 1972.

   Pursuant to Lake County Comprehensive Plan Policy I-7.1.3(D), Existing Lot Exception for Density, and Lake County Land Development Regulations (LDR) Appendix E, Section 1.08.04(D), Existing Lots Nonconforming to Density Requirements, there shall be an exception to the density requirements of the Comprehensive Plan for a lot within any plat beginning with Plat Book 23, which has met all requirements at the time it was approved by the Board of County Commissioners and recorded in the Public Records of Lake County. A dwelling unit and accessory uses thereto may be permitted on the lot.

2. **All other remedies have been exhausted, such as a variance to all other setback requirements.**

   Staff has determined that a variance to Land Development Regulations (LDR) Section 6.01.04(A)(1) to allow an unpermitted deck to remain forty-five (45) feet from the ordinary high-water line, mean high water line, or jurisdictional wetland line, in lieu of the required 50-feet setback, is not the only viable remedy to allow the proposed development. Alternatively, the development can be demolished, or altered, then potentially permitted to remain 50-feet from the ordinary high-water line, mean high water line, or jurisdictional wetland line.

3. **The maximum developable area shall be limited to 30 feet in width or depth.**

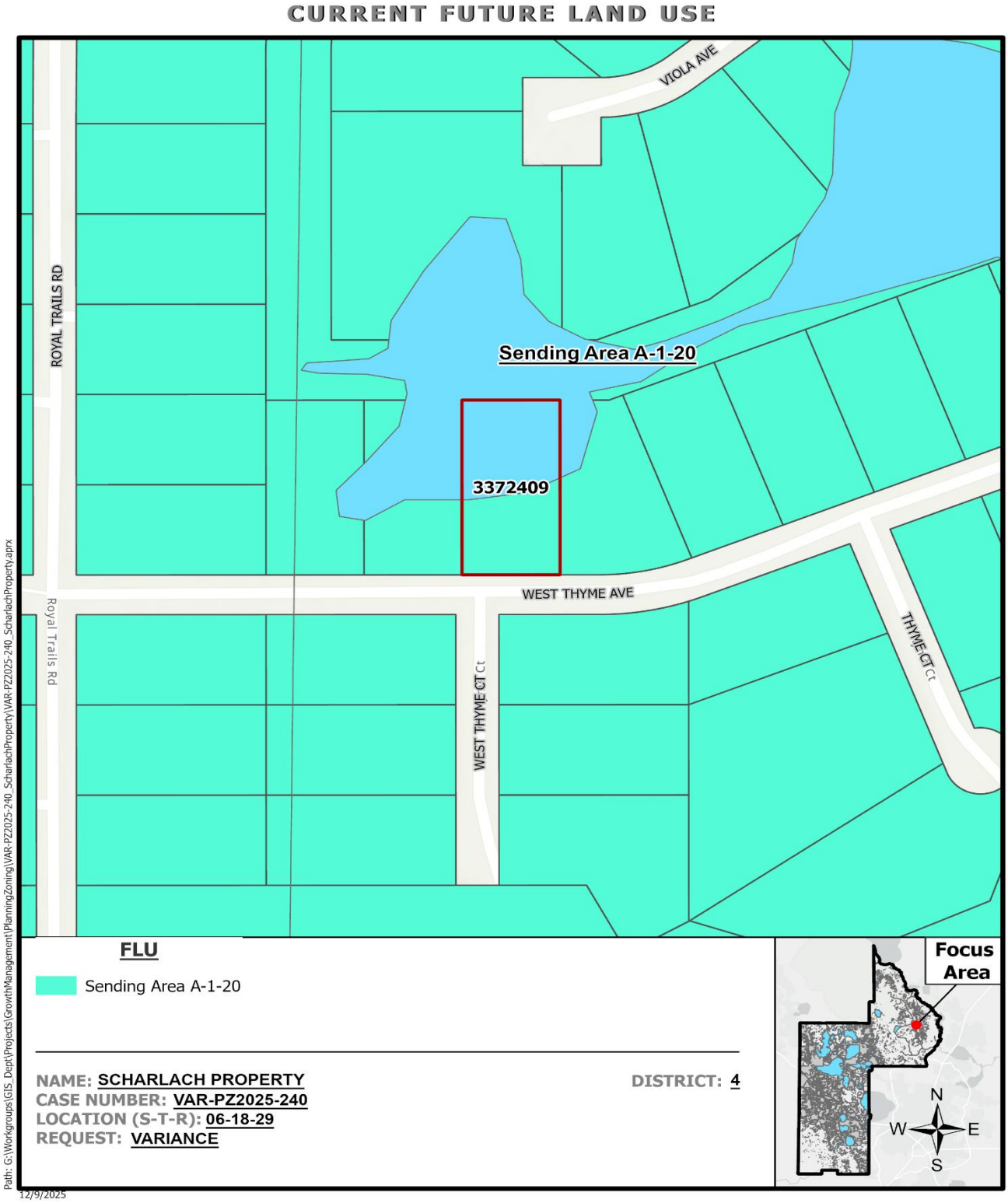
   The Development Order contains conditions that limits the maximum developable area to 30-feet in width and depth.

4. **Development is constructed as far landward on the lot as possible.**

   The unpermitted deck envelope is set beyond as far landward as possible without encroaching on the required 50-feet from the ordinary high water line, mean high water line, or jurisdictional wetland line.

   Analysis: The Applicants have indicated a substantial hardship, but not demonstrated an economic, technological, legal or other type of hardship other than a self-created hardship of constructing a building without obtaining the proper permits, as they have indicated that they were unaware that the previous owner had constructed the deck without the proper permits.

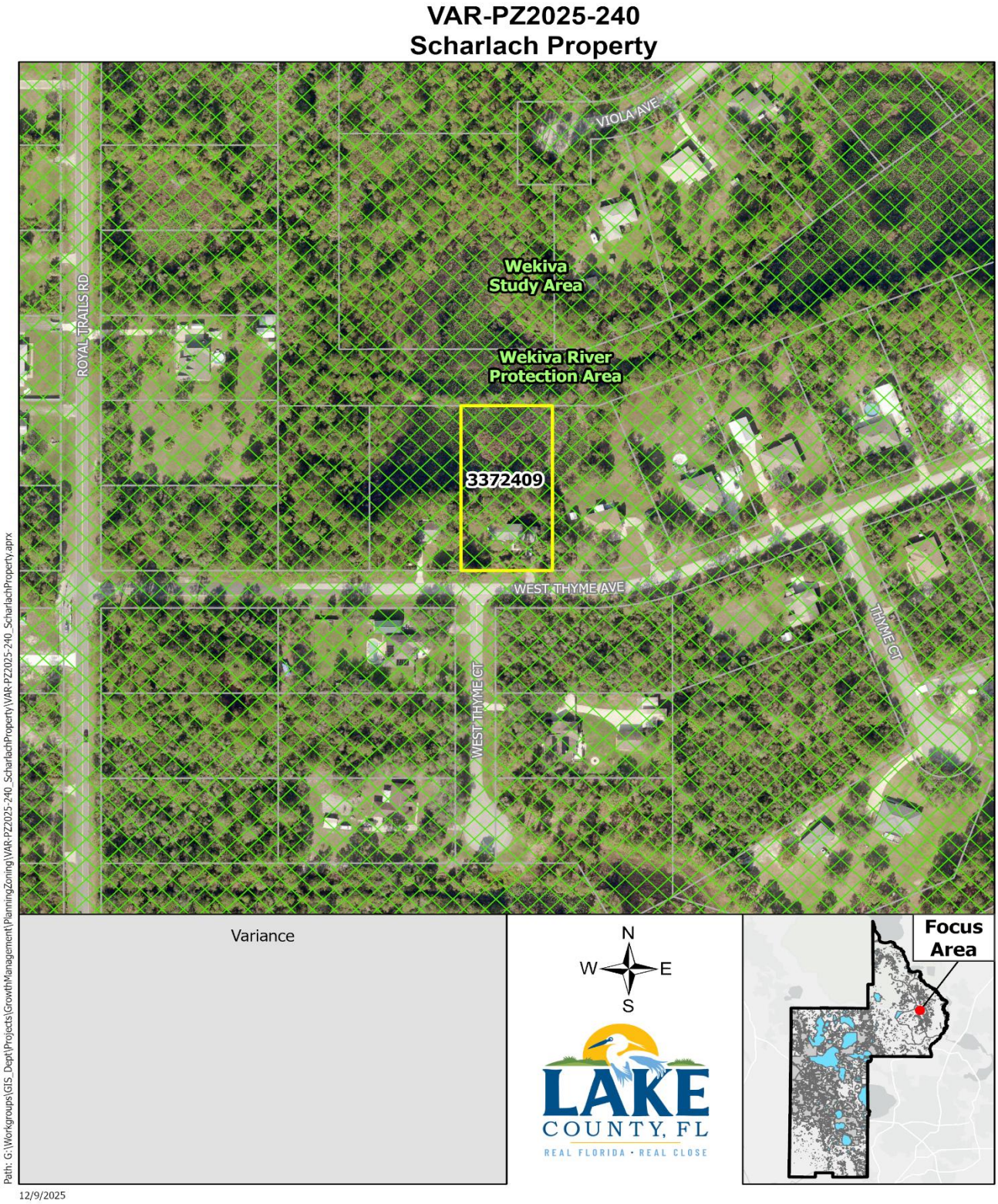
Attachment "A" – Future Land Use Map



Attachment "B" – Zoning Map



Attachment "C" – Overlay District Map



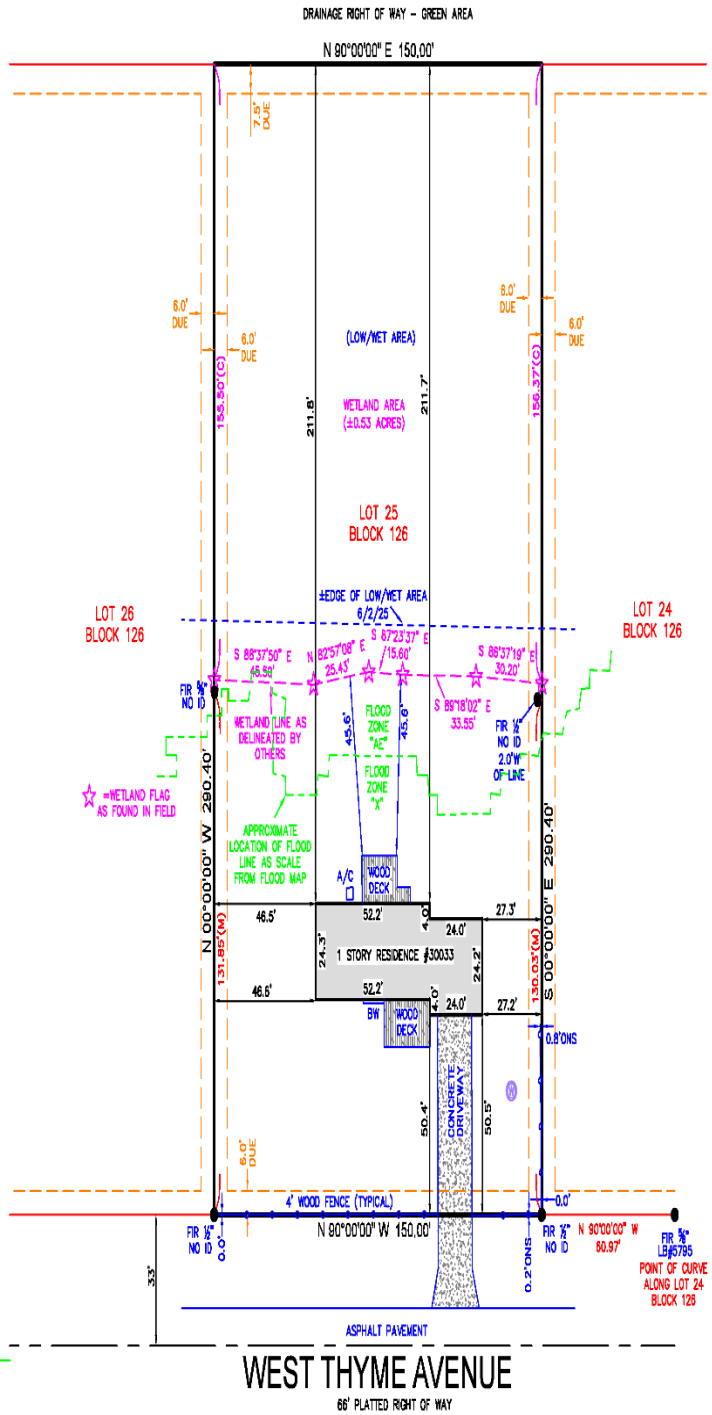
Attachment "D" – Plot Plan (1 of 2)

BOUNDARY SURVEY

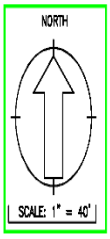
LEGAL DESCRIPTION (ORB 6478, PG 1628):
Lot 25, Block 126, Royal Trails – Unit No. 1, according to the map or plat thereof as recorded in Plat Book 19, Page 1, Public Records of Lake County, Florida.

EASEMENT NOTE:
THERE IS A 6.0' DRAINAGE & UTILITY EASEMENT (DUE) ALONG THE FRONT, A 6.0' (DUE) ALONG THE SIDES, AND A 7.5' (DUE) ALONG THE REAR OF THE SUBJECT PROPERTY, AS SHOWN HEREON.

LEGEND:
A/C = AIR CONDITIONING; C/S = CONCRETE; ID = IDENTIFICATION; LB = LICENSED BUSINESS; OFFS = OFFSITE; ONS = ONSITE; (M) = MEASURED DIMENSION; (P) = PLAT DIMENSION; PG = PAGE; R/W = RIGHT-OF-WAY; FIP = FOUND IRON PIPE; FIR = FOUND IRON ROD; D = CENTRAL ANGLE; L = ARC LENGTH; R = RADIUS; (C) = CALCULATED DIMENSION; (D) = DEED DIMENSION; CA = COVERED AREA; FN&D = FOUND NAIL & DISK; LP = LIGHT POLE; WM = WATER METER; WV = WATER VALVE; CB = CABLE BOX; EB = ELECTRIC BOX; TB = TELEPHONE BOX; TF = TRANSFORMER; UP = UTILITY POLE; OHU = OVERHEAD UTILITIES; FCM = FOUND CONCRETE MONUMENT; SN&D = SET NAIL & DISK LB#6516; SIR = SET 5/8" IRON ROD & CAP LB#6516; PSM = PROFESSIONAL SURVEYOR AND MAPPER; SECA = SCREEN ENCLOSED COVERED AREA; P/E = POOL EQUIPMENT; ORB = OFFICIAL RECORDS BOOK; BW = BAY WINDOW; W = WELL



30033 West Thyme Avenue
Eustis, FL. 32736



CLIENT REFERENCE #	
LIST OF POSSIBLE ENCROACHMENTS: NONE AT TIME OF SURVEY. OWNERSHIP OF FENCES NOT DETERMINED.	
FIELD DATE: BOUNDARY SURVEY: 6/2/25	ORDER #: 26-0333
REVISION DATE: ADD FLOOD LINE: 2/14/26	DRAFTER: CC
	FIELD CREW: JW

BUYER'S ACKNOWLEDGMENT

BUYER'S ACKNOWLEDGMENT

CERTIFIED TO:
Mari Castillo

FLOOD ZONE:
According to the Federal Emergency Management Agency Flood Insurance Rate Map Panel# 12069C0254E, Dated (12/18/12) the property lies partially within the established 100 year flood plain per flood zone(s) "AE & X".

GENERAL NOTES:

1) Unless digitally signed in accordance with Florida statutes this survey is not valid without the original signature and seal of the Surveyor shown hereon and under no circumstances shall be supplanted by any other graphic or digital form.

2) Additions or deletions to this survey by any party other than the signing Surveyor is prohibited without the written consent of the signing Surveyor.

3) The Surveyor has no knowledge nor has seen physical evidence of human cemeteries and/or burial grounds located within the subject property, unless shown or noted otherwise.

4) Only visible above ground improvements have been located hereon. The Surveyor has made no attempt to locate the extents of underground utilities, foundations or other improvements.

5) All distances shown hereon are in feet, tenths and hundredths of a foot unless noted otherwise.

6) This survey only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor. There may be additional restrictions not shown on the survey that may be found in the public records of this county.

7) Building ties and dimensions for improvements should not be used to reconstruct boundary lines.

8) Bearings are based on the North right of way line of West Thyme Avenue which has a plat bearing of N 90°00'00" W.

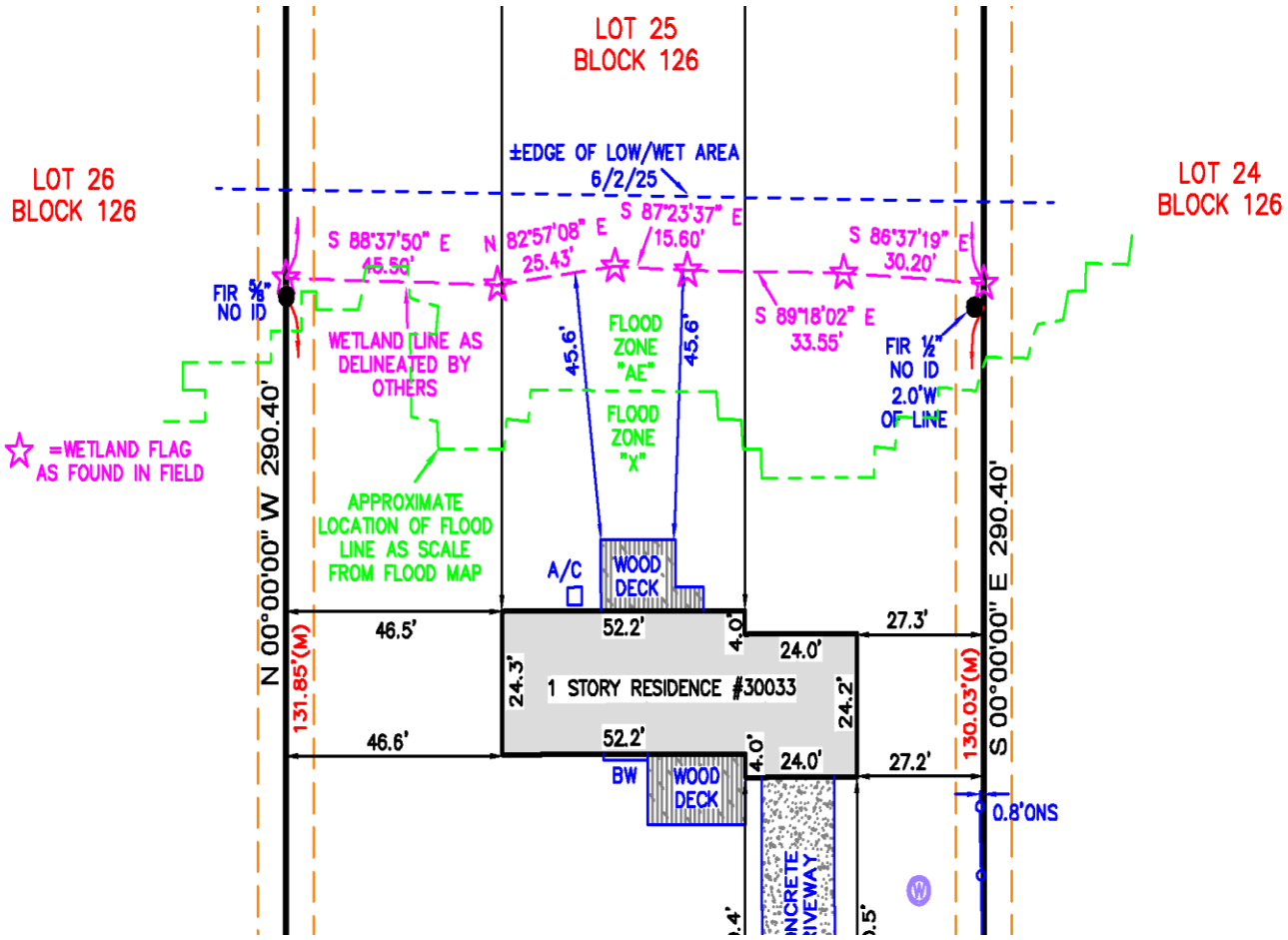
4M SURVEYING & MAPPING SERVICES, INC.
3630 STAR COURT,
MIMS, FL. 32754
PH: (321) 210-0446
Licensed Business #8516

SURVEYOR'S CERTIFICATE:
This survey meets and/or exceeds the standards of practice set forth by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers in Chapter 5J-17.051 through 5J-17.053 Florida Administrative Code for the type of survey stated hereon.

GREGORY S LOCKLIN
Digitally signed by GREGORY S LOCKLIN
Date: 2026.02.16 08:03:57 -05'00'
SIGN DATE: 2/14/26

JOSEPH E. WILLIAMSON, PSM 6573
GREGORY S. LOCKLIN, PSM 5619

Attachment "D" – Plot Plan (Zoomed) (2 of 2)



Attachment "E" – Code Enforcement Case (1 of 6)

OFFICE OF BUILDING SERVICES
NOTICE OF CODE VIOLATION

DATE: 12/6/2024

J. ALLAN BURBACHER ESTATE
30033 W. THYME AVE.
EUSTIS, FL 32736

LOCATION OF VIOLATION: 30033 W. THYME AVE., EUSTIS, FL 32736

IN ACCORDANCE WITH LAKE COUNTY CODE AND/OR LAND DEVELOPMENT REGULATIONS YOU ARE HEREBY NOTIFIED THAT THE ABOVE DESCRIBED PROPERTY IS IN VIOLATION OF SECTION(S):

Lake County Code Chapter 6, Section 6-3(a) PERMITS
No Building Permit.

IN ORDER TO PREVENT ANY FURTHER ACTION, THE FOLLOWING CORRECTIVE MEASURES MUST BE TAKEN:

A permit will need to be issued within 30 days for the remodeling of the residence. A final inspection will need to be obtained within the required time frame of the building permit.

DAYS TO COMPLY 30

Daniel R. Provencher — **LICENSING INVESTIGATOR**

2024120058 — **CASE NUMBER**

Please feel free to contact me at 352-531-5748 or daniel.provencher@lakecountyfl.gov to discuss your case.

All Lake County Codes can be viewed online at www.municode.com
If a permit is required, please provide copy of this letter to the building department.

OFFICE OF BUILDING SERVICES
P.O. BOX 7800 • 315 WEST MAIN STREET, TAVARES, FL 32778 • P 352.343.9653 • F 352.343.9771
Board of County Commissioners • www.lakecountyfl.gov

Attachment "E" – Code Enforcement Case (2 of 6)

Scharlach Property - W Tyme Avenue

From DeVogel, Corey <corey.devogel@lakecountyfl.gov>
Date Wed 12/10/2025 10:28 AM
To Provencher, Daniel <daniel.provencher@lakecountyfl.gov>

Good morning,

I wanted to inform you of a variance application for 30033 W Thyme Avenue. Code Case # 2024120058. It is currently under review with DRS.

Link: R:\Various\Development Review\PROJECT FILES\Scharlach Property - W Tyme Avenue (AR 6164); VAR - PZ2025-240 (CDV)

Thank you,
Corey

Tell us how we're doing. CLICK HERE
Participate in our customer satisfaction survey

LAKE COUNTY FL
Corey DeVogel
Planner I
DEVELOPMENT SERVICES
OFFICE OF PLANNING & ZONING
P.O. Box 7800, Suite 510, Tavares, FL 32778

Attachment “E” – Code Enforcement Case (3 of 6)



Attachment "E" – Code Enforcement Case (4 of 6)

BEFORE THE SPECIAL MASTER
LAKE COUNTY, STATE OF FLORIDA

LAKE COUNTY, FLORIDA,
Petitioner,

Case No. SM2024-12-0058

vs.

JASON SCHARLACH AND
JARED SCHARLACH
Respondent(s).
_____/

ORDER OF ENFORCEMENT

This cause came on for hearing on January 21, 2026, before the Special Master of Lake County, upon the petition of the Lake County Building Official, and the Special Master having heard the testimony of the respective parties present, under oath, and having reviewed the evidence presented, the following Findings of Fact, Conclusions of Law and Order are made:

Findings of Fact

1. Respondent(s) were properly served with notice of these proceedings prior to the hearing herein; and were not present at the hearing.

2. That _____who stated he/she is the _____ of the Respondent(s), was present at the hearing and offered testimony.

3. Respondent(s), JASON SCHARLACH AND JARED SCHARLACH, is/are the owner of the real property located in Lake County, Florida, Alternate Key # 372409, more particularly described as follows, the "Property":

   Lot 25, Block 126, ROYAL TRAILS - UNIT NO. 1, according to the map or plat thereof as recorded in Plat Book 19, Page 1, Public Records of Lake County, Florida.

4. On December 05, 2024, and continuing until the date of this hearing, the Respondent(s) has/have violations on the Property.

Conclusions of Law

1. Respondent(s) is/are in violation of the following section(s) of the Lake County Code:

   Section 6-3(a) "Permits"

2. Based on the facts and evidence presented, an Order of Enforcement is warranted.

ORDER

A. It is hereby ORDERED that Respondent(s) take the following corrective action(s):

   by obtaining the required permits for all work done/to be done or to remove all unpermitted work and return to original state.

Attachment "E" – Code Enforcement Case (5 of 6)

B. In the event that Respondent(s) does not comply with this Order for all other unpermitted work except the rear deck within 60 days of the date of this Order, then and in that event, there shall be imposed a fine of $100.00 for each and every day the violation(s) continues past the date specified in this Order. Pursuant to Section 8-10(a), Lake County Code, a hearing shall not be necessary for issuance of an Order of Fine.

In the event that Respondent(s) does not comply with this Order for the unpermitted deck at the rear of the property by May 1, 2026, then and in that event, there shall be imposed a fine of $100.00 for each and every day the violation(s) continues past the date specified in this Order. Pursuant to Section 8-10(a), Lake County Code, a hearing shall not be necessary for issuance of an Order of Fine.

☐ If this box is checked and if Respondent(s) are not in compliance with the time stated in paragraph B above, but have made diligent effort to come into compliance during such time, Respondent(s) may request in writing additional time to come into compliance if making a request prior to expiration of the time stated.

C. Respondent shall pay the amount of $ 60.38 for costs incurred by the County in prosecuting this case. Such costs shall be made payable to the Lake County Board of County Commissioners and delivered to Building Services, P.O. Box 7800, Tavares, FL 32778 or by phone to 352-343-9653.

D. _____

E. The Clerk to the Special Master may record a certified copy of this Order, and any Order of Fine, in the public records of Lake County, and any recording costs may be charged against Respondent(s) as part of the fine. Said Order shall constitute a lien against the land on which the violation exists and any other real or personal property owned by the violator.

It shall be the responsibility of the Respondent(s) to contact Building Services at (352) 343-9653 when the violation is cleared so that an inspection can be made to confirm compliance.

DONE and ORDERED at Tavares, Lake County, Florida, this 23 day of JAN, 2026.

THE SPECIAL MASTER
OF LAKE COUNTY, FLORIDA

_____
Charles D. Johnson
Special Master

Pursuant to Section 286.0105, Florida Statutes, if any person desires to appeal any decision with respect to a matter considered at a public meeting or hearing of the Special Master of Lake County, Florida, such person will need a record of the proceedings, and such person may need to ensure that a verbatim record for such purpose is made, which record includes the testimony and evidence upon which the appeal is based.

Pursuant to Section 14.17.00, Lake County Code Appendix E, Land Development Regulations, any owner who believes an enforcement action is unreasonable or unfairly burdensome to the use of the owner's real property may request a Special Master proceeding within thirty (30) days of receipt of the order.

Pursuant to Section 162.11, Florida Statutes, either Lake County or a Respondent may appeal a final administrative order of the Special Master to the Circuit Court in Lake County, Florida. Such an appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

Attachment "E" – Code Enforcement Case (6 of 6)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order of Enforcement was forwarded by certified United States Mail to: JASON SCHARLACH AND JARED SCHARLACH , 1510 ROCKWELL HEIGHTSDELAND, FL 32724 AND TO MATHEW R. BOREN ESQ. , ATTORNEY OF RECORD FOR JASON SCHARLACH AND JARED SCHARLACH, 1101 N KENTUCKY AVE. STE 300, WINTER PARK , FL 32789-4700 this 28 day of January, 2026.

Emily Allison
Public Hearing Coordinator

Attachment "F" – Notice of Violation to New Owner

OFFICE OF BUILDING SERVICES
NOTICE OF CODE VIOLATION

DATE: 3/17/2025

JASON AND JARED SCHARLACH
1510 ROCKWELL HEIGHTS
DELAND, FL 32724

LOCATION OF VIOLATION: 30033 W. THYME AVE., EUSTIS, FL 32736

IN ACCORDANCE WITH LAKE COUNTY CODE AND/OR LAND DEVELOPMENT REGULATIONS YOU ARE HEREBY NOTIFIED THAT THE ABOVE DESCRIBED PROPERTY IS IN VIOLATION OF SECTION(S):

Lake County Code Chapter 6, Section 6-3(a) PERMITS
No Building Permit.

IN ORDER TO PREVENT ANY FURTHER ACTION, THE FOLLOWING CORRECTIVE MEASURES MUST BE TAKEN:

A permit will need to be issued within 30 days for the remodel of the residence to include metal roof, new garage door, new rear sliding door (never existed), and large front and rear wooden decks. A final inspection will need to be obtained within the required time frame of the building permit.

DAYS TO COMPLY 30

Daniel R. Provencher — **LICENSING INVESTIGATOR**

2024120058 — **CASE NUMBER**

Please feel free to contact me at 352-531-5748 or daniel.provencher@lakecountyfl.gov to discuss your case.

All Lake County Codes can be viewed online at www.municode.com
If a permit is required, please provide copy of this letter to the building department.

OFFICE OF BUILDING SERVICES
P.O. BOX 7800 • 315 WEST MAIN STREET, TAVARES, FL 32778 • P 352.343.9653 • F 352.343.9771
Board of County Commissioners • www.lakecountyfl.gov

Attachment "G" – Project Narrative (1 of 4)

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

Office of Planning and Zoning

Project Narrative Variance

1. What is the substantial hardship in meeting the specific code requirement?
Previous owner built back porch that encroaches on 50' wetlands buffer without a permit. I had no knowledge of this when I purchased the home.

2. Describe how the purpose of the Land Development Regulation will be or has been achieved by other means:
Asking for 50' average buffer. Willing to record conservation easement that will provide same total area of wetland buffer and 50' average wetland buffer. I am told that the state of Florida and many other counties allow this approach.

Attachment "G" – Project Narrative (2 of 4)

01/07/2025

To:
Corey DeVogel, Planner I
Office of Planning and Zoning
Lake County, Florida

Re: Wekiva River Protection Area – Response to Environmental Questions for Variance / Conditional Use Permit Application
Property: Scharlach Property, W Tyme Avenue
Alternate Key #: 3372409

Dear Mr. DeVogel,

In response to the questions regarding protection of resources within the Wekiva River Protection Area, please find the detailed answers below. This response is intended to demonstrate that the proposed activity is consistent with the provisions of the Wekiva River Protection Act and follows generally accepted planning principles.

A. Describe how the proposed activity will protect each of the following:

1. Water quantity, water quality, and hydrology of the Wekiva River System:
The proposed activity involves an existing rear deck and does not include new construction or impervious surface expansion. Existing stormwater drainage patterns will remain unchanged, and all vegetated buffers along wetlands and water bodies are maintained. These measures preserve the current hydrologic regime and natural filtration functions, thereby protecting water quantity and quality.

2. Wetlands associated with the Wekiva River System:
No wetland areas will be disturbed. The deck is located outside jurisdictional wetlands, and no filling, grading, or removal of wetland vegetation is planned. Existing wetland functions and hydrologic connectivity are fully maintained.

3. Aquatic and wetland-dependent wildlife species associated with the Wekiva River System:
Because no new disturbance or vegetation removal is proposed, aquatic and wetland-dependent species are not expected to be impacted. Existing habitat areas are preserved, ensuring continued foraging and shelter opportunities for local wildlife.

NATIVE BUILT Blueprint to Homestead

Attachment "G" – Project Narrative (3 of 4)

4. Habitat within the Wekiva River Protection Area of species designated under 39-27.005, Florida Administrative Code:
All habitat areas within the Wekiva River Protection Area remain undisturbed. No alteration of soils, vegetation, or structural elements affecting these habitats is proposed. This approach minimizes potential impacts and aligns with planning principles to avoid development in sensitive areas.

5. Native vegetation within the Wekiva River Protection Area:
All existing native vegetation is preserved. No trees, shrubs, or groundcover will be removed as part of this project, ensuring continued ecological function, connectivity, and landscape integrity.

In response to Section B of the Wekiva River Protection Area questionnaire, the proposed development is consistent with the applicable provisions as described below. The responses reflect the low-impact nature of the existing rear deck and demonstrate alignment with generally accepted planning principles to protect natural resources and maintain the rural character of the Wekiva River Protection Area.

1. Preservation of habitat for species designated pursuant to Rules 39.27.003, 39-27.004, and 39-27.005, Florida Administrative Code:
The existing deck is located outside sensitive habitat areas, and no new vegetation removal, soil disturbance, or habitat alteration is proposed. This approach preserves feeding, nesting, roosting, and resting areas for wildlife, maintaining viable populations of protected species.

NATIVE BUILT Blueprints to Homestead

2. Clearing of native vegetation within the 100-year flood plain:
No clearing of native vegetation within the 100-year floodplain is proposed. Existing vegetation buffers remain intact, protecting hydrologic and ecological functions.

3. Rural character of the Wekiva River Protection Area:
The development is consistent with the rural, low-density character of the area. The deck is existing, modest in scale, and does not alter the overall rural landscape or neighborhood character.

4. Low-density development:
The project is inherently low-impact and low-density in nature, as it involves only an existing accessory structure. No additional dwellings or high-intensity uses are proposed.

5. Setbacks along the Wekiva River:
The deck respects the minimum setback provisions. Existing placement maintains appropriate distance from waterbodies and wetlands.

Attachment "G" – Project Narrative (4 of 4)

6. Development intensity adjacent to publicly owned lands:
The property does not abut publicly owned lands. Regardless, no activity will negatively impact adjacent properties, and existing buffers are maintained.

7. Restrictions on filling and alteration of wetlands:
No filling, grading, or alteration of wetlands will occur. Wetlands remain fully protected.

8. Clustering of residential development to protect environmentally sensitive areas:
No new residential units are proposed; existing structures are located to minimize impact and retain environmentally sensitive areas, consistent with clustering principles.

9. Rural density and character for residential development in the aggregate:
The property remains consistent with the rural density of the Wekiva River Protection Area, and no increase in residential density is proposed.

10. Concentrating development farthest from surface water and wetlands:
The existing deck is located outside of wetlands and surface water features, ensuring development is concentrated in the least sensitive portion of the lot.

11. Subdivision and setbacks relative to surface water and wetlands:
The property configuration and development location do not interfere with implementation of protection zones or setbacks, and future development will maintain this alignment.

12. Location of septic tanks, drain fields, and stormwater discharge:
No modifications to septic systems or stormwater discharge are proposed. Existing systems are located outside flood-prone areas, and stormwater continues to be managed onsite without impact to the Wekiva River System.

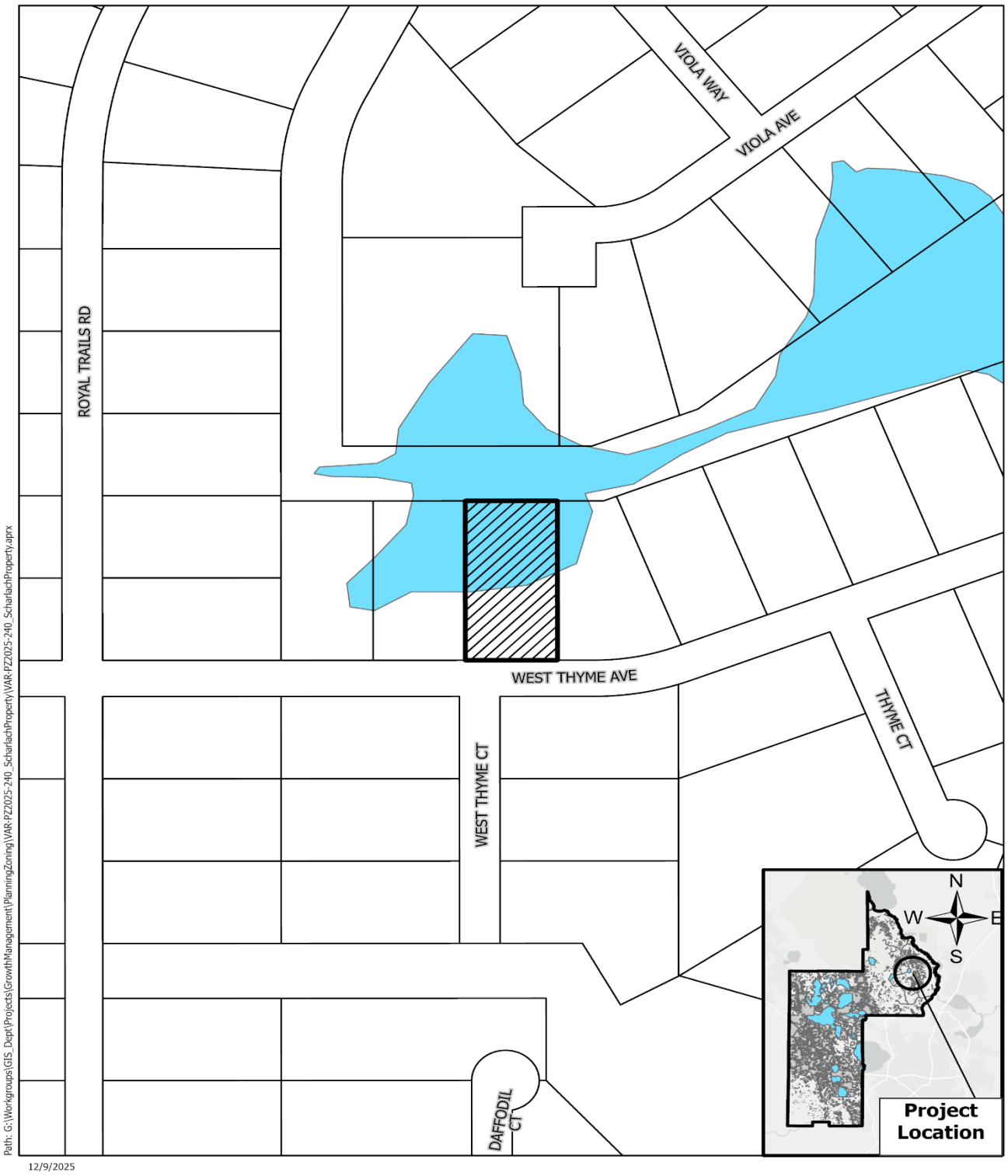
Conclusion:
The proposed development is low-impact, preserves natural habitats and wetlands, maintains rural character, and is consistent with the provisions of the Wekiva River Protection Area and generally accepted planning principles.

Sincerely,
Jamie Blunt
352-800-8986

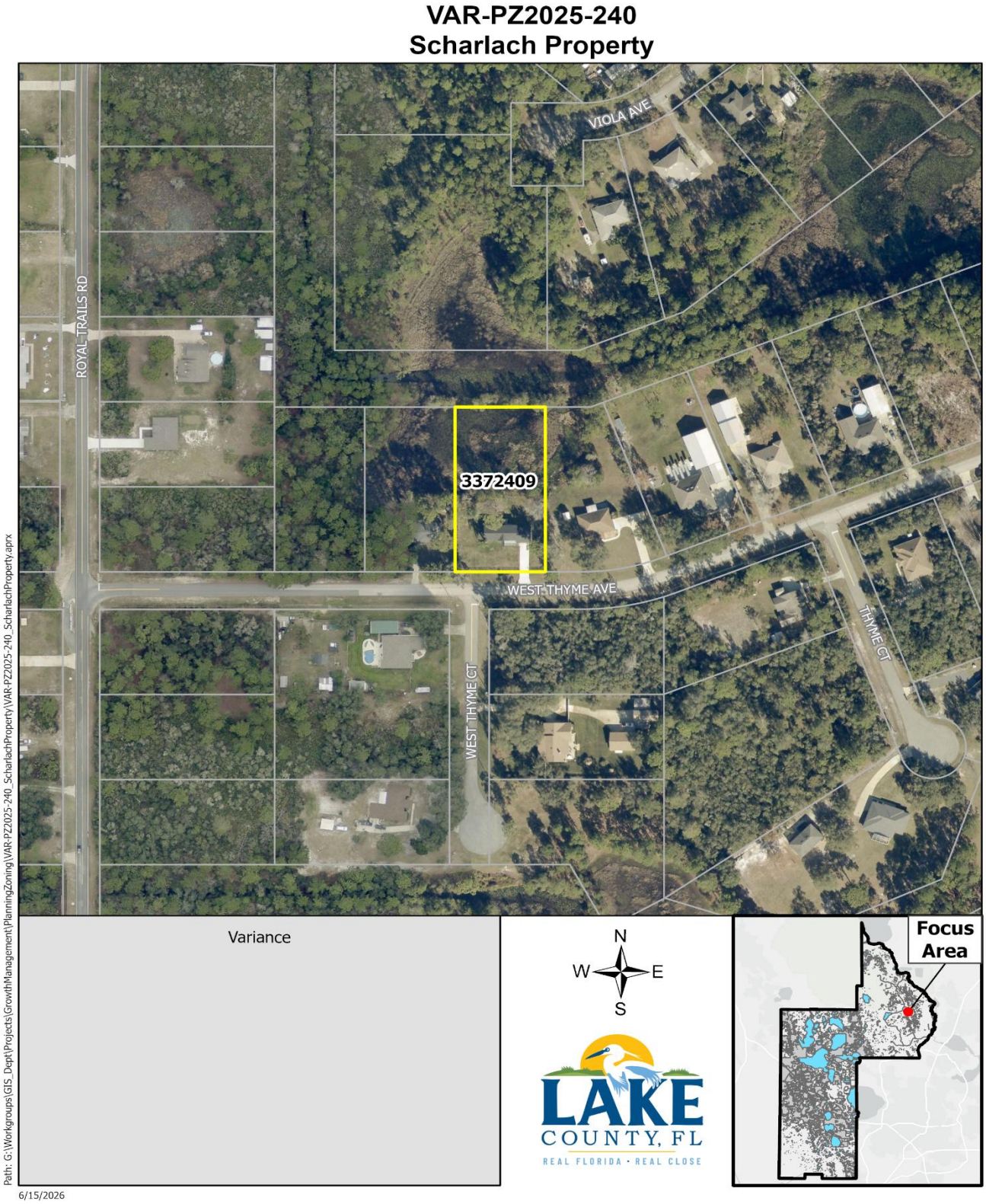
Jamie@Native-Built.com

NATIVE BUILT
Blueprints to Homestead

Map of Subject Property



Aerial Map of Subject Property



FINAL DEVELOPMENT ORDER 2026-____

(PZ2025-240 / AR 6164)

WHEREAS, Jamie Blunt (the "Applicant") requested a variance on behalf of Jason Scharlach and Jared Scharlach(the "Owner"), to Land Development Regulations (LDR) Section 6.01.04(A)(1) to allow for an unpermitted deck to remain constructed forty-five (45) feet from the ordinary high water line, mean high water line or jurisdictional wetland line, whichever is further landward, in lieu of the required 50-foot setback; and

WHEREAS, the subject property consists of approximately 1.0 +/- acre located at West Thyme Avenue in the unincorporated Eustis area in Section 36, Township 17 South, Range 28 East, identified by Alternate Key Number 3372409, and more particularly described in Exhibit "A" – Legal Description; and

WHEREAS, after giving notice of a hearing on a petition for a variance to the Lake County Land Development Regulations, including notice that the request for a variance would be presented to the Board of County Commissioners of Lake County, Florida, on July 14, 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised.

DONE AND ORDERED by the Board of County Commissioners of Lake County, Florida, that:

1. **Variance Granted:** A variance to Land Development Regulations (LDR) Section 6.01.04(A)(1) to allow for an unpermitted deck to remain constructed forty-five (45) feet from the ordinary high water line, mean high water line, or jurisdictional wetland line, whichever is further landward, in lieu of the required 50-foot setback is hereby granted.

2. **Conditions:**
    a. Prior to the issuance of the zoning permit for the improvement/addition a building and zoning permit will be required before any work is to be done.
    b. The maximum developable area shall be 30 feet in width and depth.

3. **No Estoppel:** Approval of this variance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

4. **Notice to Owner(s):** The property owners, their successors and assigns, are hereby placed on notice that placing structures closer to the Ordinary High-Water Line, Mean High Water Line, or Jurisdictional Wetland Line, may increase the likelihood of flooding on the property subject to this variance, or to adjacent properties. Approval of this variance does not relieve property owners, their successors, or assignees, from responsibility or liability for flooding or other damage that may be incurred from altering the required setbacks.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

This_____day of _____, 2026.

APPROVED AS TO FORM AND LEGALITY:

_____
MELANIE MARSH, COUNTY ATTORNEY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order has been furnished by U.S. Mail to _____ on this _____ day of _____, 2026.

_____
Name: Eva Lora

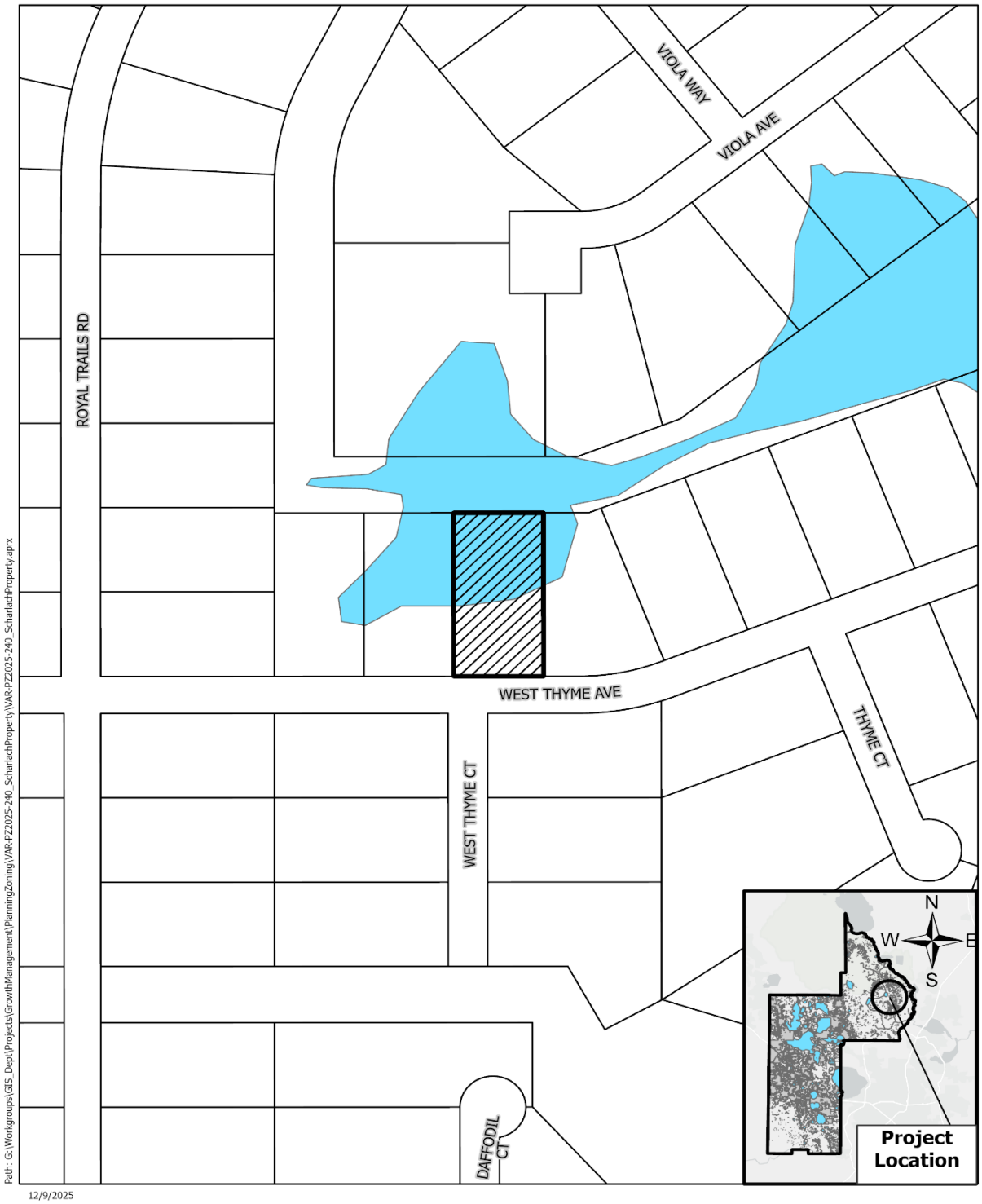
Title: _____

Pursuant to Section 286.0105, Florida Statutes, if any person desires to appeal any decision with respect to a matter considered at a public meeting or hearing of the Board of County Commissioners, such person will need a record of the proceedings, and such person may need to ensure that a verbatim record for such purpose is made, which record includes the testimony and evidence upon which the appeal is based.

A final administrative order of the Board of County Commissioners may be appealed to the Circuit Court in Lake County, Florida. Such an appeal shall be filed within thirty (30) days of the execution of this Order. Those filing an appeal for an administrative order must comply with all applicable Florida Rules of Appellate Procedure.

EXHIBIT "A", LEGAL DESCRIPTION.

Lot 25, Block 126, ROYAL TRAILS - UNIT NO. 1, according to the map or plat thereof as recorded in Plat Book 19, Page 1, Public Records of Lake County, Florida.



VARIANCE STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	7
Public Hearing Date:	July 14, 2026
Case No. and Project Name:	PZ2025-342, Cliché Property
Commissioner District:	District 5 – Timothy Morris
Applicant:	Christie Folker
Owners:	Bruce J. Cliché and April Cliche
Requested Action:	A variance to Lake County PUD Ordinance #29-93 Section II(A), entitled *Setbacks and Buffers*, to allow construction of a pool, pool deck, and associated screen enclosure 5 feet from the rear property line in lieu of the required 20 feet between structures or 10 feet from the property line.
Case Manager:	Eddie Montanez, Planner I

Subject Property Information

Size:	0.18 +/- gross acres
Location:	500 Grand Vista Trail, in the unincorporated Leesburg area
Alternate Key No.:	3774358
Future Land Use:	Rural Transition (Attachment "A")
Current Zoning District:	Planned Unit Development (PUD) by Ordinance #29-93 (Attachment "B")
Flood Zone:	"X"
JPA/ISBA:	Leesburg ISBA
Overlay/Rural Protection Area:	N/A
BMAP Location:	Ocklawaha
Wildlife Corridor:	N/A

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Rural Transition	Planned Unit Development (PUD)	Right-of-way and Residential	Single-Family Residence north of Grand Vista Trail
South	Rural Transition	Planned Unit Development (PUD)	Open Space and Restaurant	Pennbrooke Fairways Golf Course; The Grille
East	Rural Transition	Planned Unit Development (PUD)	Residential	Single-Family Residence
West	Rural Transition	Planned Unit Development (PUD)	Right-of-way and Residential	Single Family Residence west of Countryside Boulevard

– Summary of Request –

The subject parcel is identified by Alternate Key Number 3774358 and contains approximately 0.18 gross acres. The subject parcel is zoned as Planned Unit Development (PUD) per Ordinance #29-93 (Attachment "C") and designated with a Rural Transition Future Land Use Category (FLUC) by the 2030 Comprehensive Plan. The subject parcel is developed with a single-family residence, screened entry, screened lanai, driveway and walkway as shown on the Plot Plan (Attachment "D"). GIS maps indicate that the subject parcel is located within flood zone "X" and there is no indication that wetlands exist on the site.

The Applicant is requesting a variance to Lake County PUD Ordinance #29-93 Section II(A), entitled *Setbacks and Buffers*, to allow construction of a pool, pool deck, and associated screen enclosure 5 feet from the rear property line in lieu of the required 20 feet between structures or 10 feet from the property line.

On November 24, 2025, the requested action was sent to the Public Works Department, and the Chief Fire Safety Plans Examiner for review for a determination of consistency with applicable regulations. Neither the Public Works Department nor the Chief Fire Safety Plans Examiner had objections or comments.

On February 25, 2026, subsequent to the Staff Comment Letter dated December 16, 2025 (Attachment "E"), the Applicant provided a Response Letter (Attachment "F") in which they provided a new project narrative and confirmed a proposed Impervious Surface Ratio (ISR) of 0.40. While the Rural Transition FLUC allows for a maximum ISR of 0.20, LDR Section 1.08.03(G) entitled *Existing Nonconforming Lots and Subdivisions,* states that lots existing prior to September 22, 2011, shall be exempt from ISR requirements of the 2030 Comprehensive Plan, provided that said lots are not further subdivided. Staff notes that the subject lot was platted on May 14, 1997, as part of Pennbrooke Phase 1K Units I & II subdivision (PB 38 PG 85) and that the proposed ISR is consistent with Lake County's 1991 Comprehensible Plan which designated the property with an Urban Expansion FLUC and allowed a maximum ISR no greater than 0.45.

As a precautionary measure due to what appears to be a discrepancy in easement width on the Final Plat (Attachment "G") Staff has included a condition on the Development Order that a stoop shall not be located within 20 feet of the site property line.

The subject property is located within the Leesburg Interlocal Service Boundary Agreement (ISBA) and the application was provided to the City of Leesburg to review for a determination of consistency with their regulations; the City of Leesburg had no comments.

Should the Board of Adjustment approve this variance request, the Applicant will be required to obtain zoning and building permits to comply with Lake County Land Development Regulations.

– Staff Analysis –

LDR Section 14.15.02 states that variances will be granted when the person subject to a Land Development Regulation demonstrates that the purpose of the Land Development Regulation will be or has been achieved by other means, and when application of a Land Development Regulation would create a substantial hardship or would violate principles of fairness.

1. **The purpose of the Land Development Regulation will be or has been achieved by other means.**

   The intent of Ordinance #29-93LDR Section II, entitled *Setbacks and Buffers,* is to promote a logical development pattern, provide for safe setbacks between structures and encourage a visually pleasing environment.

   The Applicant provided the following statement as evidence that the intent of the Land Development Regulations will be or has been achieved by other means, *"We were unaware of the ordinance related to this property until it was denied by zoning. The property is adjacent to a golf course in the rear, not any other homes. Even if the variance is approved and we are allowed the setback, the project is still visually appealing for the existing neighbors".*

   Analysis: The statement provided does not address how the purpose of the code will be achieved by other means as it is unclear what measures will be taken to ensure that the proposed accessory structure will result in a visually pleasing environment.

2. **The 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.**

   The Applicant provided the following statement as evidence that the principle of fairness would be violated if the variance isn't approved, *"We have Exhausted all other avenues by reducing the size of the pool to build within the setback shown on the survey. This projected was originally supposed to be a 12'x24' pool that was reduced to 8'x14' to work within the setbacks noted on the survey. There are also other pools on this street that appear to have the same setbacks, so we believe there is a precedence for approving this variance request."*

   Analysis: The Applicant has not demonstrated a substantial hardship or that literal application of the code would violate principles of fairness. The subject property is being reasonably utilized as a single-family residence and the existence of nonconforming structures (assuming they were not properly permitted in the past) on neighboring property should not be considered grounds for authorization of a variance.

Attachment "A" – Future Land Use Map



Attachment "B" – Zoning Map



Attachment "C" – Ordinance #29-93 (1 of 8)

BUSINESS OFFICE
MAR 8 1994
RECEIVED
FILED
MAR 7 8 33 AM '94
CLERK

ORDINANCE #29-93

WHEREAS, the Lake County Planning and Zoning Commission did, on the 25th day of August, 1993, review petition #135B-84-2 (Leisure Communities, Ltd.), a request to amend PUD Ordinance #66-84 as amended by Ordinance #115-88 on property generally located in the Leesburg area lying N of Alibrandi Rd. (2-4601) and W of Whitney Rd. (2-4603). The property more particularly described as follows:

LEGAL DESCRIPTION: From the Point of intersection of the W line of Sec. 19, Twp. 19S, Rge. 24E, in Lake County, Florida, with the N'ly line of the r/w of the Seaboard Air Line Railroad, run SE'ly along the N'ly line of said r/w 2201 ft. to the POB of the tract herein described: From said POB, run thence SE'ly along the N'ly line of said r/w to the E line of the SW 1/4 of Sec. 19, thence N to the NE cor of the SW 1/4 of said Sec. 19, thence E 1320 ft., thence NW'ly to a point that is 552 ft. W of the NE cor of the SW 1/4 of the NE 1/4 of said Sec. 19, thence E along the S line of the N 1/2 of the NE 1/4 of said Sec. 19 to a point that is 900 ft. W of the SE cor of the NE 1/4 of the NE 1/4 of said Sec. 19, thence N 660 ft. to the S line of the N 1/2 of the NE 1/4 of the NE 1/4 of said Sec. 19, thence E 570 ft. to a point that is 330 ft. W of the E line of said Sec. 19, thence N 660 ft. to the N line of said Sec. 19, thence W to the NW cor of the NE 1/4 of the NW 1/4 of said Sec. 19, thence S 2210 ft., thence E 660 ft., thence S 430 ft. to the S line of the NW 1/4 of said Sec. 19, thence E 293 ft., thence S 179.66 ft., thence S 80 deg. 15' W to a point due N of the POB, thence S to the POB; ALSO: The NW 1/4 of the NW 1/4, and the N 1/2 of the SW 1/4 of the NW 1/4 of Sec. 19, Twp. 19S, Rge. 24E, in Lake County, Florida; ALSO: From the Point of Intersection of the W line of Sec. South, Rge. 24E, in Lake County, Florida; ALSO: From the Point of Intersection of the W line of Sec. 19, Twp. 19S, Rge. 24E, in Lake County, Florida, with the N'ly line of the r/w of Seaboard Air Line Railroad, run thence SE'ly along the N'ly line of said r/w 2201 ft. to the POB of the tract herein described: From said POB run thence S to the N'ly line of the r/w of SR 44, thence SE'ly along the N'ly line of r/w of SR 44 to the E line of the SW 1/4 of said Sec, thence N along the E line of the SW 1/4 of said Section to the N'ly line of the r/w of said railroad, thence NW'ly along the N'ly line of the r/w of said railroad to the POB; LESS the r/w of the Seaboard Air Line Railroad. ALSO: That part of the N 1/2 of the SE 1/4 of Sec. 19, Twp. 19S, Rge. 24E, in Lake County, Florida, described as follows: Begin 169 ft. N of the SE cor of

1

Attachment "C" – Ordinance #29-93 (2 of 8)

the W 1/2 of the NE 1/4 of the SE 1/4 run NW'ly 200 ft., thence SW'ly 203 ft. to the N r/w line of the Seaboard Air Line Railroad, thence NW'ly along the said N r/w line to its intersection with the W line of the NE 1/4 of the SE 1/4 of said Sec. 19, thence run N along the said W line to the NW cor of said NE 1/4 of SE 1/4, thence E 600 ft., thence S to the POB. ALSO: Beginning at the SE cor of the NW 1/4 of the SE 1/4 of Sec. 19, Twp. 19S, Rge. 24E, in Lake County, Florida, run thence N 75 deg. 36" W along the N r/w line of the Seaboard Air Line 1388 ft., more or less, to the W line of the SE 1/4 of Sec. 19, thence run N to the NW cor of the NW 1/4 of the SE 1/4, thence E to the NE cor of said NW 1/4 of the SE 1/4 thence S to the POB; ALSO: From the NE cor of the SW 1/4 of the NE 1/4 of Sec. 19, Twp. 19S, Rge. 24E, run W along the N bdry of said SW 1/4 of the NE 1/4, 184 yds., thence in a SE'ly direction to the SE cor of said SW 1/4 of the NE 1/4, thence N to the POB. ALSO: The SW 1/4 of the SW 1/4 of Sec. 17, Twp. 19S, Rge. 24E, in Lake County, Florida; ALSO: The S 1/2 of the N 1/2 of the SW 1/4 and the S 1/4 less the E 1650 ft. of the N 430 ft. thereof, and the S 1/2 of the NW 1/4 of the SE 1/4 less the E 330 ft. thereof, all in Sec. 18, Twp. 19S, Rge. 24E, in Lake County, Florida.

WHEREAS, after giving Notice of Hearing on the Petition for amendment of the Planned Unit Development and the development plan, as well as the amendment of the Development Order as that term is defined in Chapter 380.06, Florida Statutes, which included a notice that said petition would be presented to the Board of County Commissioners of Lake County, Florida, on the 19th day of October, 1993; and

WHEREAS, the Board of County Commissioners reviewed said petition, the recommendations of the Lake County Planning and Zoning Commission, the recommendation of the Lake County Planning Staff, and any comments, favorable or non-favorable, presented by the public and surrounding property owners at a duly advertised Public Hearing; and,

Attachment "C" – Ordinance #29-93 (3 of 8)

WHEREAS, upon review, certain terms and conditions regarding the development of the aforesaid real property have been duly approved; and,

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they pertain to the aforesaid real property subject to the following terms and conditions.

I. Terms: The Planned Unit Development (PUD) shall mean and include the following types of land uses.

A. Residential - Residential development shall consist of manufactured housing, mobile cottages, which are defined as a manufactured unit with a maximum area under roof of 1200 square feet, including all additions and carports, on lots with a minimum area of 2400 square feet, and convention construction. Phasing of the project shall be done based on product type in response to the demands of the market place. The majority of units to be constructed in the balance of the project shall be conventionally built housing. Product type shall be mixed, but in no case shall the total number of units for the entire project exceed 2097 units.

B. Recreational Facilities and Open Space - Total recreational development shall contain a minimum of 33 acres in size and include an eighteen hole golf course, which may later be expanded by the Developer if demand so warrants. Developer may also construct such other accessory uses as needed, which may include, but not be limited to a clubhouse, pool, tennis courts, or other facilities for active recreation. Open space shall consist of a minimum of 44 acres. Wetland acreage shall be utilized in the calculation of open space. The Developer must execute a conservation easement which shall be granted in favor of a public entity covering all wetlands which have been deemed to be jurisdictional in nature by the appropriate permitting agencies and which are permitted to remain a wetland.

Attachment "C" – Ordinance #29-93 (4 of 8)

Use of remaining wetlands shall be limited to passive recreation uses including normal picnic facilities without structures and a boardwalk, as well as drainage facilities.

C. Commercial - Commercial development shall include 14.3 acres utilized for mini-warehouse/storage facilities to be located along the west boundary of the property and 9.9 acres utilized for commercial uses as those uses as defined within the C-2 (Community Commercial District) zoning classification of the Land Development Regulations.

D. Sales Office - Model homes shall be allowed for purposes of demonstrating various types of housing product to prospective purchasers. Model units may also be used to house sales staff and in which to conduct business related to the sale and purchase of units in the development.

II Setbacks and Buffers:

A. Single Story Structures - The following distances shall exist between structures: 10 feet on the sides, 20 feet on the rear, and 20 feet off the curb in the front.

B. Two Story Structures - The following distances shall exist between structures:

20 feet on the sides,
30 feet on the rear and
25 feet off the curb in the front.

C. Corner Lot Setbacks - The sides of corner units shall be a minimum of 15 feet from the back of the curb. Back of curb is typically the lot line. All other setbacks per individual products as listed above.

D. Distance From Road Right-of-Way of SR 44 and Lewis Road - The minimum distance between any residential building or structure from the right-of-way of SR 44 and Lewis Road shall be one-half (1/2) the height of said building or structure, but in no case shall the distance be less than 50 feet.

E. Distance From Water Bodies - The minimum distance between any residential or commercial structure from natural water bodies shall be 50 feet of open space, but decking for recreational structures may overhang the water, and pools may be constructed within 25 feet of the ordinary high water line.

Attachment "C" – Ordinance #29-93 (5 of 8)

F. Vegetative Buffer: There shall be a twenty-five (25') ft. vegetative buffer within and adjacent to the entire perimeter of the Planned Unit Development.

III Transportation:

A. Ingress and Egress - Ingress and egress to the development shall be provided from one (1) entrance on SR 44 from the south and (1) entrance on Lewis Road to the east.

B. Ingress/Egress design must be submitted to and approved through the development review process.

C. All streets shall be maintained by the property owners and are classified as private streets by Lake County. Lake County will assume no maintenance responsibilities as long as the streets remain private. The developer can limit access to the development by means of a security guard or gated entrance which restricts access by the general public to the development. All streets within the development shall be constructed to County standards.

D. A pedestrian system linking the residential development areas and open space systems shall be provided along the major collector road within the development. Sidewalks shall be constructed on at least one side of the roadway.

IV Drainage Facilities:

The developer shall submit to Lake County a Master Drainage Plan. This plan will identify post developed drainage basins, approximate pond locations and general discharge direction for the basins. Prior to platting any phase thereof, the developer shall provide:

1. A detailed site plan of modification of shorelines of lakes within that phase or portion of the Planned Unit Development be platted.

2. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters.

3. A detailed site plan of modification of existing wetlands within that phase or portion of the Planned Unit Development.

V. Public Facilities:

A. The Developer has constructed a fire station on the site at the corner of Whitney and Lewis Road. If Lake

Attachment "C" – Ordinance #29-93 (6 of 8)

County closes this fire station and it ceases to operate, the Developer shall not be required to build, equip or provide a fire station and/or any equipment on the project site nor contribute to a facility located off-site. The Developer has also purchased a pumper truck and furnished the fire station.

B. Fire Protection Water Flow shall be provided in accordance with the provisions of the Lake County Land Development Regulations.

C. Potable Water/Wastewater Facility - The developer has constructed an on-site water plant and on-site wastewater plant to meet Lake County standards. Upgrading of these plants will be based upon water supply and wastewater disposal criteria adopted and promulgated by Lake County.

VI Screening & Fencing:

A. The Developer shall provide fencing as specified in the Land Development Regulations. Additional fencing six (6) feet in height or a maintained vegetative buffer also six (6) feet in height shall be placed around the entire sites for recreational vehicle, maintenance yard and sewage lagoon. Access to these areas shall be through locked gates.

VII Parking

The Developer shall supply parking facilities as specified in the Lake County Land Development Regulations.

VIII Building Permits

The Developer shall submit complete building plans and/or site plans and have them approved by the Lake County Technical Review Committee and appropriate governmental staff, as designated in the Lake County Land Development Regulations, prior to issuance of any building permits for any construction authorized by this ordinance.

IX Vested Rights:

Approval of the terms and conditions in this Ordinance shall in no way or manner divest this project of its vested rights, whether those vested rights be statutory in nature or accrue to the development by principles of common law. The Developer shall have the unfettered right to continue the development of the project subject to the terms and conditions set forth herein. The duration of this Ordinance shall be until the year 2000, unless the Developer amends the time frame for completion and said request is approved by those agencies having jurisdiction.

Attachment "C" – Ordinance #29-93 (7 of 8)

X. CONDITIONS AS ALTERED AND AMENDED WHICH PERTAIN TO THE ABOVE TRACT OF LAND SHALL MEAN:

A. The aforementioned property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Planning and Zoning Commission and the Board of County Commissioners.

B. No person, firm, or corporation, shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner within the boundaries of the above described land without first submitting the necessary plans in accordance with the Land Development Regulations of Lake County.

C. This amendment shall inure to the benefit of, and shall constitute a convenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

D. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental agencies.

E. The transfer of ownership or lease of any or all of the property described in Ordinance #29-93 shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the PUD (Planned Unit Development) established by Ordinance #29-93 and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Lake County Land Development Regulations, as they may be amended from time to time.

F. This ordinance supersedes all ordinances in conflict herewith to the extent of such conflict.

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Attachment "C" – Ordinance #29-93 (8 of 8)

DONE AND RESOLVED by the Lake County Board of County Commissioners on the 19th day of October, 1993, A.D.

STATE OF FLORIDA)

:

COUNTY OF LAKE)

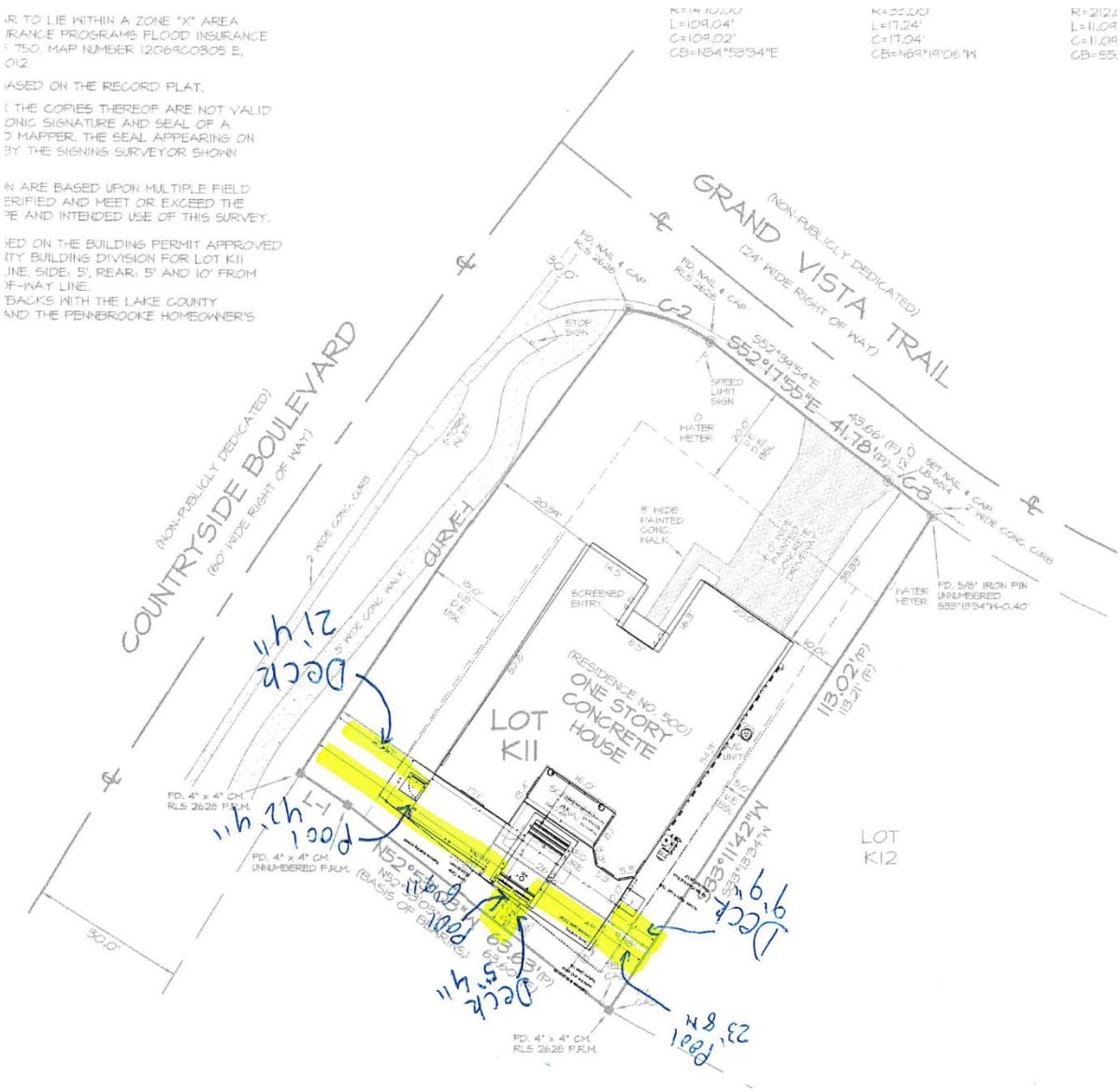
Catherine C. Hanson
CATHERINE HANSON, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

I HEREBY CERTIFY that the above and foregoing is a true copy of an Ordinance adopted by the Board of County Commission in regular session on October 19, 1993 as the same appears on record of County Commissioners Minute Book 45, Pages 735-744.

BY: James C. Watkins
JAMES C. WATKINS
Clerk of the Circuit Court
and Ex-Official Clerk of the
Board of COunty Commissioners
Lake County, Florida

8

Attachment "D" – Plot Plan



Attachment "E" – Staff Comment Letter (1 of 3)

Office of Planning & Zoning
P.O. Box 7800 • 315 W. Main St., Suite 510 • Tavares, FL 32778

December 16, 2025

Ms. Christie Folker
Premier Pool Contractor
2301 Hwy 441
Leesburg, FL 34748
Email: Christie@premierpoolcontractor.com

RE: Development Application – Cliché Property (PZ2025-342)
Alternate Key No. 3774358

Dear Ms. Folker,

The Lake County Development Review Staff (DRS) reviewed the development application for the proposed variance, in the unincorporated Leesburg area of Lake County. Based on this review, additional information is needed to meet the requirements of the Lake County Comprehensive Plan and the Land Development Regulations (LDR). The review comments are attached for your reference to aid in modifying your application to comply with these requirements.

Please address these comments at your earliest convenience and resubmit the plans for review with a written response to all comments under one cover, at the same time, to the case manager via email at Eddie.Montanez@lakecountyfl.gov. Ensure that the revision dates are noted in the title block and indicated on the plan with revision clouds on the effected plan sheets. This will result in a more effective and efficient review of the plans, in addition to reducing handling and processing time of the plans.

The Offices or Departments of the County involved with the review process have provided informational comments to inform you of Code requirements and/or processes that will be required as you move forward with the development process. The review and informational comments are listed below.

Should you have any questions or concerns, please contact me at 352-343-9615, or email me at Eddie.Montanez@lakecountyfl.gov.

Sincerely,

Eddie M.
Eddie Montanez
Planner I

P 352.343.9641 • F 352.343.9767
Board of County Commissioners • www.lakecountyfl.gov

Anthony Sabatini, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Timothy Morris, District 5

Attachment "E" – Staff Comment Letter (2 of 3)

Project name PZ2025-342, AR No. 6270
Alternate Key No. 3774358

Review Comments

Office of Planning and Zoning

Reviewer: Eddie Montanez, Planner I, Email: Eddie.Montanez@lakecountyfl.gov, Phone No.: (352) 343-9615

1. Responses provided to staff in the Project Narrative are insufficient. Please address the following with the second submittal:
   a. Explain the substantial hardship associated with this request and why the rear setback requirement of 10 feet cannot be met.
   b. Explain how the purpose of the Land Development regulations will be or has been achieved by other means.
2. Please confirm the existing and proposed Impervious Surface Ratio (ISR) for the subject parcel.

Informational Comments

The Offices or Departments of the County involved with the review process have provided informational comments to inform you of Code requirements and/or processes that will be required as you move forward with the development process. The informational comments are listed below.

Office of Planning and Zoning

Reviewer: Eddie Montanez, Planner I, Email: Eddie.Montanez@lakecountyfl.gov, Phone No.: (352) 343-9615

1. The Applicant is requesting a variance to allow a rear setback of 5 feet from the property line in lieu of the required 10 feet per Ordinance #29-93 Section II(A).
   - Please note that per LDR Section 14.15.02 substantial hardship means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance.
   - The intent of the Code is to promote a logical development pattern, provide for safe setbacks between structures and encourage a visually pleasing environment.
   - A copy of Ordinance #29-93 has been enclosed for your convenience.
2. The subject property, identified by Alternate Key Number 3774358, containing approximately 0.18 +/- acres, is zoned Planned Unit Development (PUD) and is designated with a Rural Transition Future Land Use Category (FLUC) as defined in Lake County's 2030 Comprehensive Plan Policy I-1.4.5.
3. Please note that development of the subject parcel predates the County's current Comprehensive Plan (2030) but, is still subject to the 1991 Comprehensive Plan which designated the property with an Uran Expansion FLUC and allows for a maximum ISR no greater than 0.45.
4. Please be advised that per the recorded plat for the subdivision the easement on the western side of the property is 20 feet wide and that the proposed door pad will encroach on said easement.
5. Please be advised that should any protected species be discovered during development activity, please cease development, obtain the appropriate agency permits, and provide a copy to our office for record keeping.
6. Should the additional requested information not be received within 6 months from the date of this letter this project will be administratively withdrawn.

Attachment "E" – Staff Comment Letter (3 of 3)

Project name PZ2025-342, AR No. 6270
Alternate Key No. 3774358

Parks and Water Resources – Flood & Stormwater

Reviewer: Karl Bursa, Email: Karl.Bursa@lakecountyfl.gov, Phone No.: (352) 253-9080

After reviewing the information provided and Lake County's FEMA FIRMs, this site is completely outside the SFHA. Accordingly, Floodplain Management has no objections to or comments on this application.

Office of Building Services (Fire Safety)

Reviewer: Summer Stephens, Email: Summer.Stephens@lakecountyfl.gov, Phone No.: (352) 636-5594

Fire has no comments.

Public Works Department – Development Engineering

Reviewer: Seth Lynch, Email: Seth.Lynch@lakecountyfl.gov, Phone No.: (352) 253-9052

No comment.

Enclosure(s): Lake County's 2030 Comprehensive Plan: Link
LDR Citations: Land Development Regulations
Ordinance #29-93

cc: Bruce Cliché, Owner, junk3d15@gmail.com
Janie Barrón, Planning Manager, Office of Planning and Zoning
File

Attachment "F" – Applicant Response Letter

PREMIER
POOL CONTRACTOR
#CPC1459761

2/25/26

Development Application – Cliché Property (PZ2025-342)

To Whom it May Concern,

I am writing to clarify the responses to staff comments related to the project narrative.

1a. We have exhausted all other avenues by reducing the size of the pool to build within the setback shown on the survey. This project was originally supposed to be a 12'x24' pool that was reduced to 8'x14' to work within the setbacks noted on the survey. There are also other pools on this street that appear to have the same setbacks, so we believe there is a precedence for approving this variance request.

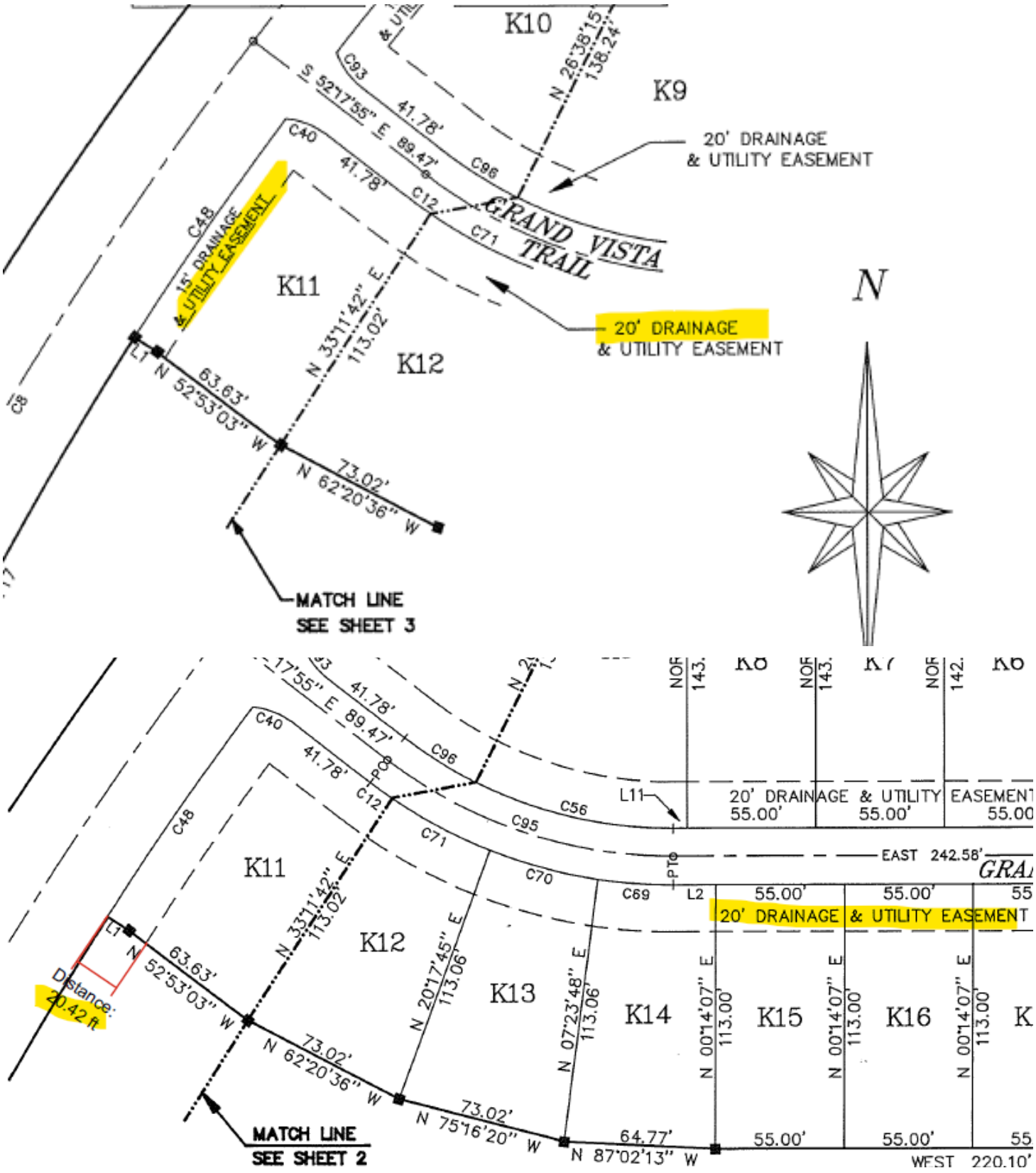
1b. We were unaware of the ordinance related to this property until it was denied by zoning. The property is adjacent to a golf course in the rear, not any other homes. Even if the variance is approved and we are allowed in the setback, the project is still visually appealing for the existing neighbors.

2. Existing ISR- 2504sf / 8043= 31%
   Proposed ISR- 692sf
   Revised ISR after completion- 3196sf / 8043= 40%

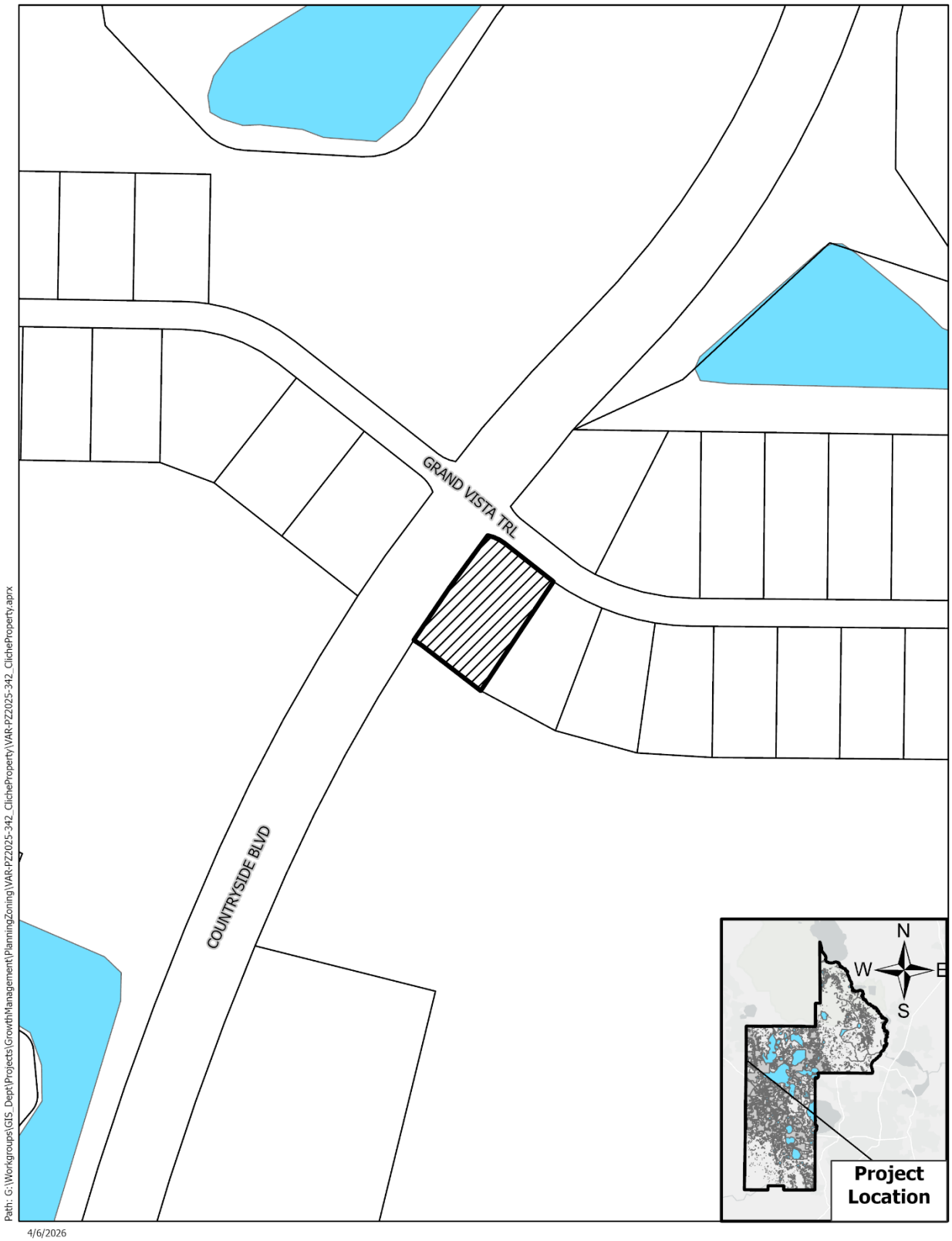
Please feel free to reach out to me with any other questions that will help expedite this application request.

Christie Folker
CPC1459761
Premier Pool Contractor

Attachment "G" – Final Plat Easement



Map of Subject Property



Aerial Map of Subject Property



FINAL DEVELOPMENT ORDER 2026-___

(PZ2025-342 / AR 6270)

WHEREAS, Christie Folker (the "Applicant") requested a variance on behalf of Bruce J. Cliché and April Cliché (the "Owner"), to Lake County PUD Ordinance #29-93 Section II(A), entitled *Setbacks and Buffers*, to allow construction of a pool, pool deck, and associated screen enclosure 5 feet from the rear property line in lieu of the required 20 feet between structures; and

WHEREAS, the subject property consists of approximately 0.18 +/- acres, located at 500 Grand Vista Trail in the unincorporated Leesburg area in Section 19, Township 19 South, Range 24 East, identified by Alternate Key Number 3774358, and more particularly described in Exhibit "A" – Legal Description; and

WHEREAS, after giving notice of a hearing on a petition for a variance to the Lake County Land Development Regulations, including notice that the request for a variance would be presented to the Board of County Commissioners of Lake County, Florida, on July 14, 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised.

DONE AND ORDERED by the Board of County Commissioners of Lake County, Florida, that:

1. **Variance Granted:** A variance to Lake County PUD Ordinance #29-93 Section II(A) to allow construction of a pool, pool deck, and associated screen enclosure 5 feet from the rear property line in lieu of the required 20 feet between structures or 10 feet from the property line is hereby granted.

2. **Conditions:** The variance granted above is subject to the following requirements/conditions:

    a. No additional increase to the Impervious Surface Ratio (ISR) shall be allowed.
    b. No portion of the step off pad for the deck, patio, and pool shall encroach within the twenty (20) foot drainage and utility easement.

3. **No Estoppel:** Approval of this variance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

This _____ day of _____, 2026.

APPROVED AS TO FORM AND LEGALITY:

_____
MELANIE MARSH, COUNTY ATTORNEY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order has been furnished by U.S. Mail to _____ on this _____ day of _____, 2026.

_____
Name: Eva Lora

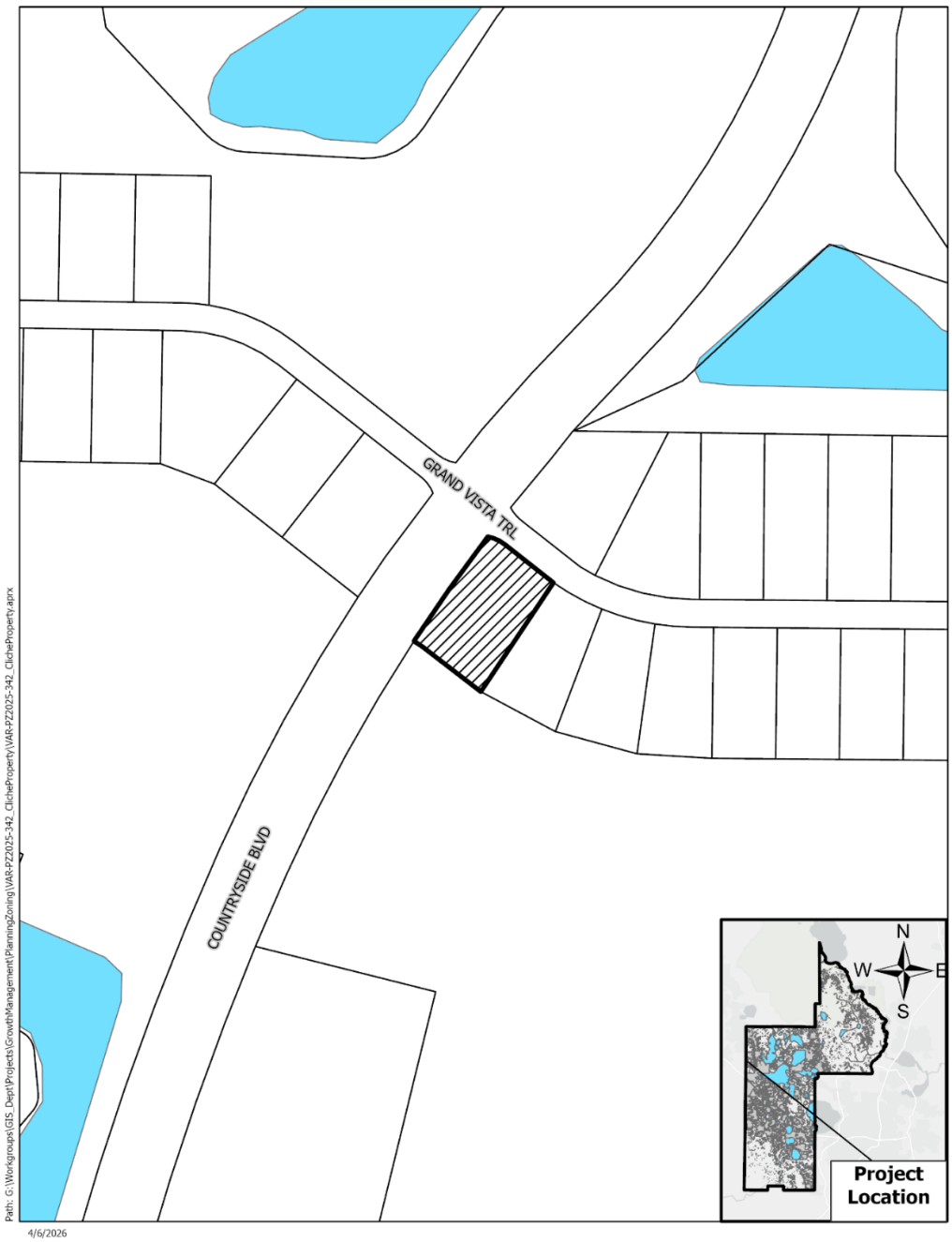
Title: _____

Pursuant to Section 286.0105, Florida Statutes, if any person desires to appeal any decision with respect to a matter considered at a public meeting or hearing of the Board of County Commissioners, such person will need a record of the proceedings, and such person may need to ensure that a verbatim record for such purpose is made, which record includes the testimony and evidence upon which the appeal is based.

A final administrative order of the Board of County Commissioners may be appealed to the Circuit Court in Lake County, Florida. Such an appeal shall be filed within thirty (30) days of the execution of this Order. Those filing an appeal for an administrative order must comply with all applicable Florida Rules of Appellate Procedure.

EXHIBIT "A", LEGAL DESCRIPTION.

Lot 11, Pennbrooke, Phase 1K, Units I and II, according to the Plat thereof as recorded in Plat Book 38, Pages 85-89, of the Public Records of Lake County, Florida.



VARIANCE STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	8
Public Hearing Date:	July 14, 2026
Case No. and Project Name:	PZ2025-343, Komos Property
Commissioner District:	District 1 – Anthony Sabatini
Applicant(s):	Christie Folker
Owner(s):	Linda J. Komos and Donald J. Komos
Requested Action:	Variance to Planned Unit Development Ordinance #2005-45 Section III(A)(1)(d)(1) to allow the construction of a pool, pool deck and associated screen enclosure five (5) feet from the rear property line, in lieu of the required 15 feet.
Case Manager:	Corey DeVogel, Planner I

Subject Property Information

Size:	0.15 +/- gross acres
Location:	5651 King James Avenue, in the unincorporated Leesburg area
Alternate Key No.:	3776566
Future Land Use:	Urban Low Density (Attachment "A")
Current Zoning District:	Planned Unit Development (PUD) by Ordinance #2005-45 (Attachment "B")
Flood Zone(s):	"X"
JPA/ISBA:	City of Leesburg ISBA
Overlay/Rural Protection Area:	N/A
BMAP Location:	Upper Ocklawaha
Wildlife Corridor:	N/A

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban Low Density	PUD Ordinance #2005-45	Single-Family	Single-Family Residence
South	Urban Low Density	PUD Ordinance #2005-45	Residential Common Elements Area	Designated Retention area separated by King James Avenue

Direction	Future Land Use	Zoning	Existing Use	Comments
East	Urban Low Density	PUD Ordinance #2005-45	Single-Family	Single-Family Residence
West	Urban Low Density	PUD Ordinance #2005-45	Single-Family	Single-Family Residence

– Summary of Request –

The subject parcel is identified by Alternate Key Number 3776566 and contains approximately 0.15+/- gross acres. The subject parcel is zoned as PUD through Ordinance #2005-45 and designated with an Urban Low Density Future Land Use Category (FLUC) by the 2030 Comprehensive Plan. The subject parcel is developed with a single-family dwelling unit, driveway, front porch, and backyard patio, as depicted on the Concept Plan (Attachment "C"). GIS maps indicate that the subject parcel is not located within a floodplain area and there is no indication that wetlands exist on the site.

The Applicant is requesting a variance to Ordinance #2005-45 Section III(A)(1)(d)(1) to allow the construction of a pool, pool deck and associated screen enclosure 5 feet from the rear property line, in lieu of the required 15 feet (Attachment "D"). Ordinance #2005-45 Section III(A)(1)(d)(1), entitled *Setback Requirements* states, *"Setbacks for residences shall be fifteen (15) feet on front, five (5) feet on side, and fifteen (15) feet on rear and corner lot side setbacks."*

On December 9, 2025, the application was sent to the Public Works Department and Office of Fire Rescue for a determination of consistency with applicable regulations, including flood and stormwater requirements.

- Chief Fire Plans Review/Inspector had no comments.
- Public Works Department provided the following conditions if the variance is approved (Attachment "E"):
    a. A lot grading plan designed by an engineer will be required showing the grading and drainage improvements with the addition of the pool while not impacting the subdivision buffer and not adversely affecting neighboring properties with the additional stormwater runoff.
    b. The pool equipment shall not be within the 5-ft drainage, utility, and access easement.
    c. The step off pad for the deck, patio, and pool shall not be within the 5-ft drainage, utility, and access easement.
    d. There shall be no further obstruction within any of the 5-ft drainage, utility, and access easement on this lot.

The subject property is located within the City of Leesburg Interlocal Service Boundary Agreement (ISBA), and the application was provided to the City of Leesburg to review for a determination of consistency with their regulations. The City of Leesburg had no comments.

For background purposes, on May 24, 2005, the Board of County Commissioners approved PUD Ordinance #2005-45, which established site specific development standards for Royal Highlands. The existing Impervious Surface Ratio (ISR) of the subject property is 36%. With the inclusion of the proposed

pool, pool deck and associated screen enclosure, the ISR will be 60%. The maximum allowable ISR within the PUD is 65% and the ISR within the Urban Low Density FLUC is 60%. The proposal is in compliance with the PUD Ordinance and FLUC ISR.

The Applicant provided a Project Narrative as a justification for the variance request as shown on Attachment "F".

Should the Board of County Commissioners approve this variance request, the Applicant will be required to obtain zoning and building permits to comply with Lake County Land Development Regulations.

– Staff Analysis –

LDR Section 14.15.02 states that variances will be granted when the person subject to a Land Development Regulation demonstrates that the purpose of the Land Development Regulation will be or has been achieved by other means, and when application of a Land Development Regulation would create a substantial hardship or would violate principles of fairness.

1. **The purpose of the Land Development Regulation will be or has been achieved by other means.**

   The intent of Setback Requirements within the PUD Ordinance is to promote a logical development pattern, provide for safe setbacks between structures and encourage a visually pleasing environment. The Applicant provided the following statement as evidence that the intent of the Land Development Regulations will be or has been achieved by other means, *"We are utilizing the only available space for pool installation. We are asking to encroach on the ordinance 20' setback but stay within the survey setback. Precedence has been set that other properties in this development have been approved for variance and the HOA has approved the project as long as the county variance is approved".*

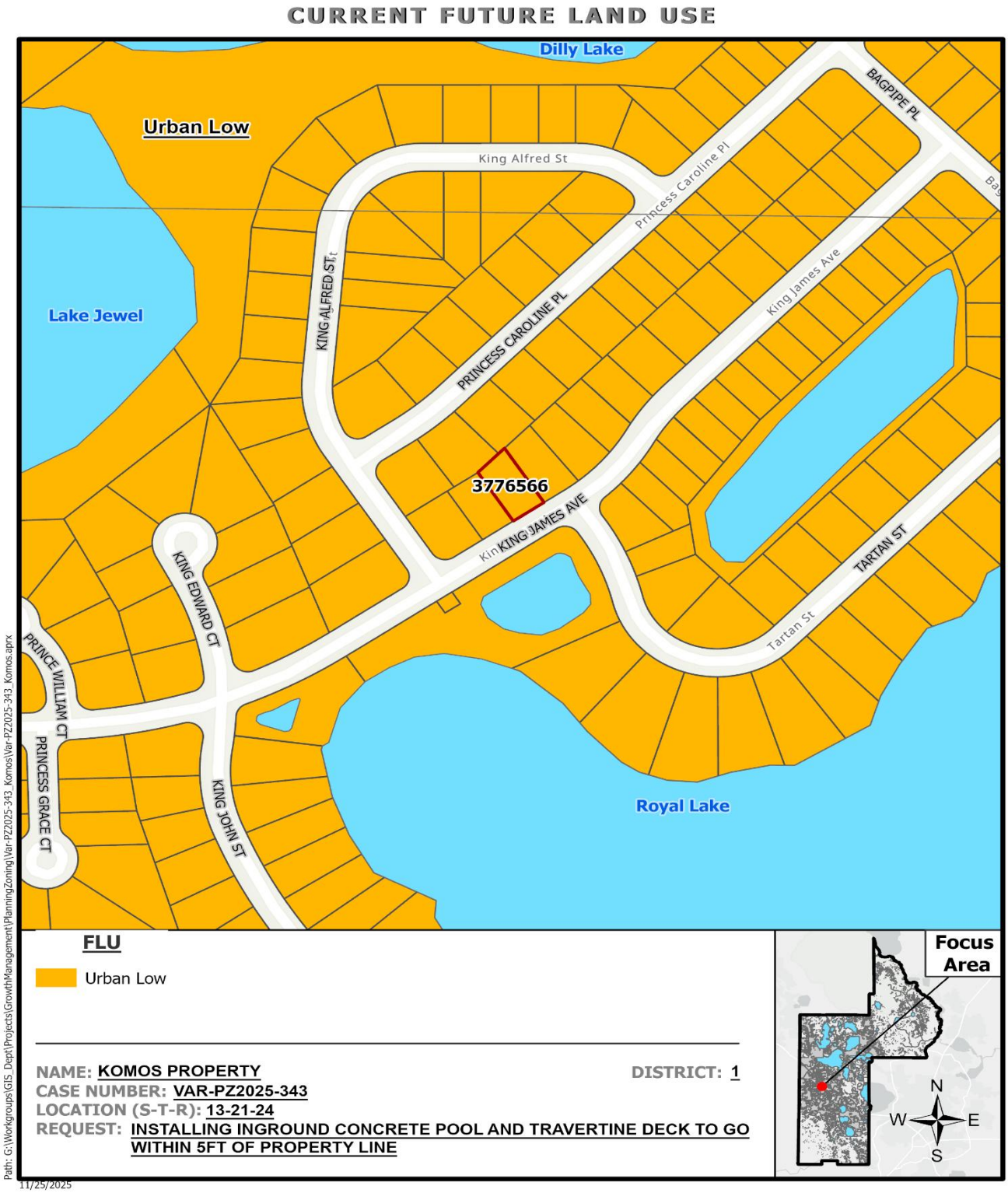
   ANALYSIS: Removing the existing patio within the rear yard, and proposing the pool, pool deck and associated screen enclosure in their existing locations would likely be the only way that the setback requirement could be met, without withdrawing the request or greatly reducing the proposed size of the pool and deck. Based upon the Lake County records and the Lake County GIS mapping system, no variances have been located for similar structures in the vicinity of Applicant's property.

2. **The 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.**

   The Applicant provided the following statement as evidence that the principle of fairness would be violated if the variance isn't approved, *"There is no other area than the backyard for the Homeowner to put a pool."*

   ANALYSIS: Due to the existing residence configuration, lot coverage and rear yard space, the proposed pool, pool deck and associated screen enclosure could be reconfigured and reduced to meet the required 15-foot rear setback.

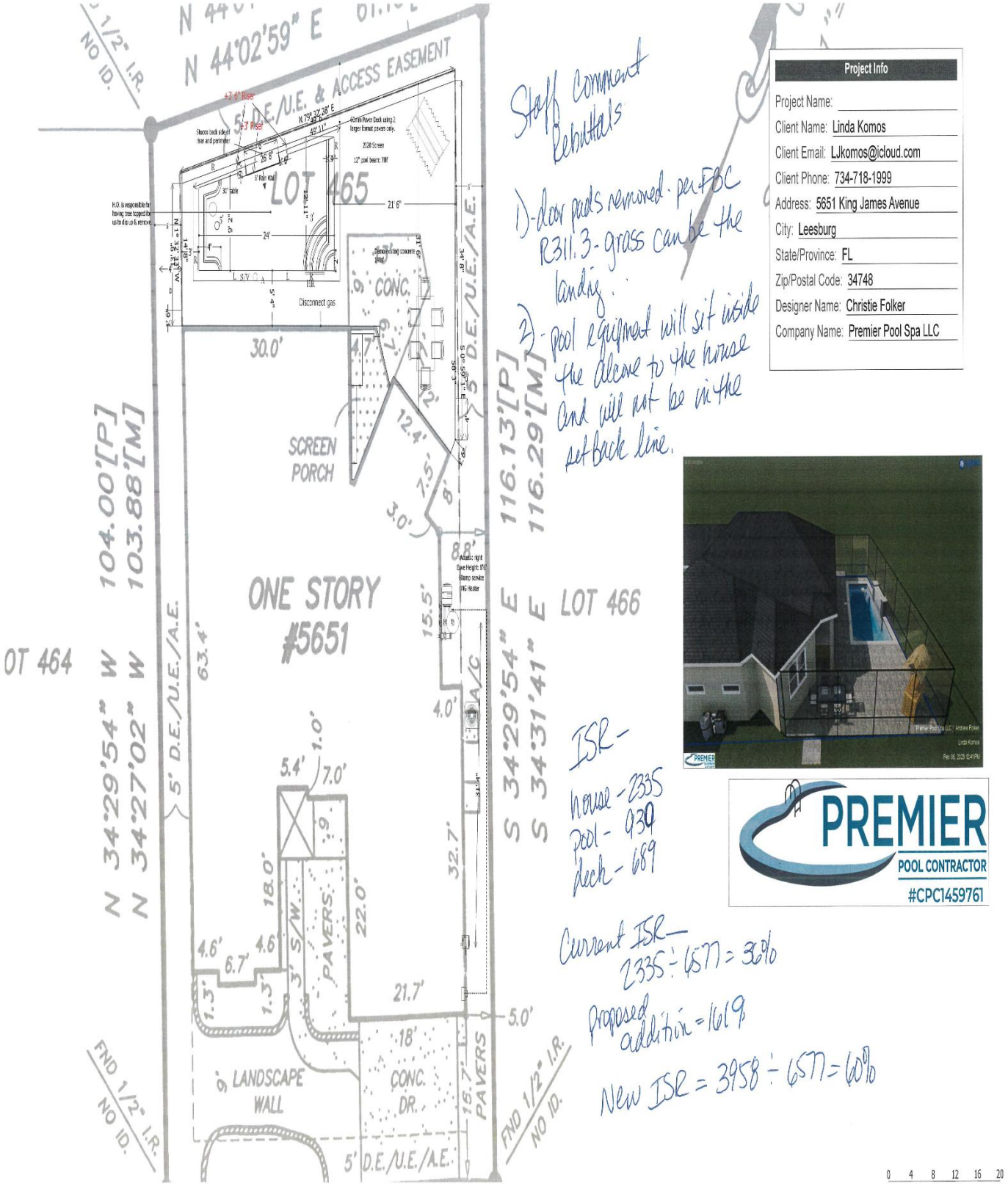
Attachment "A" – Future Land Use Map



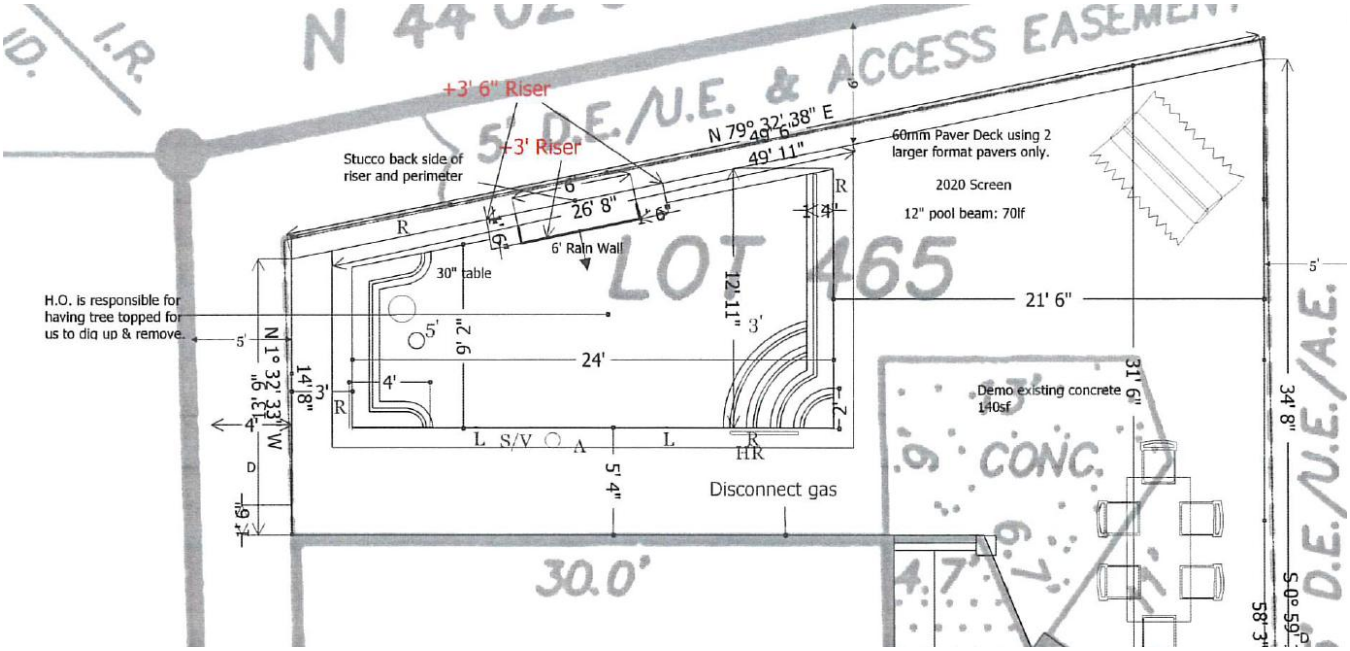
Attachment "B" – Zoning Map



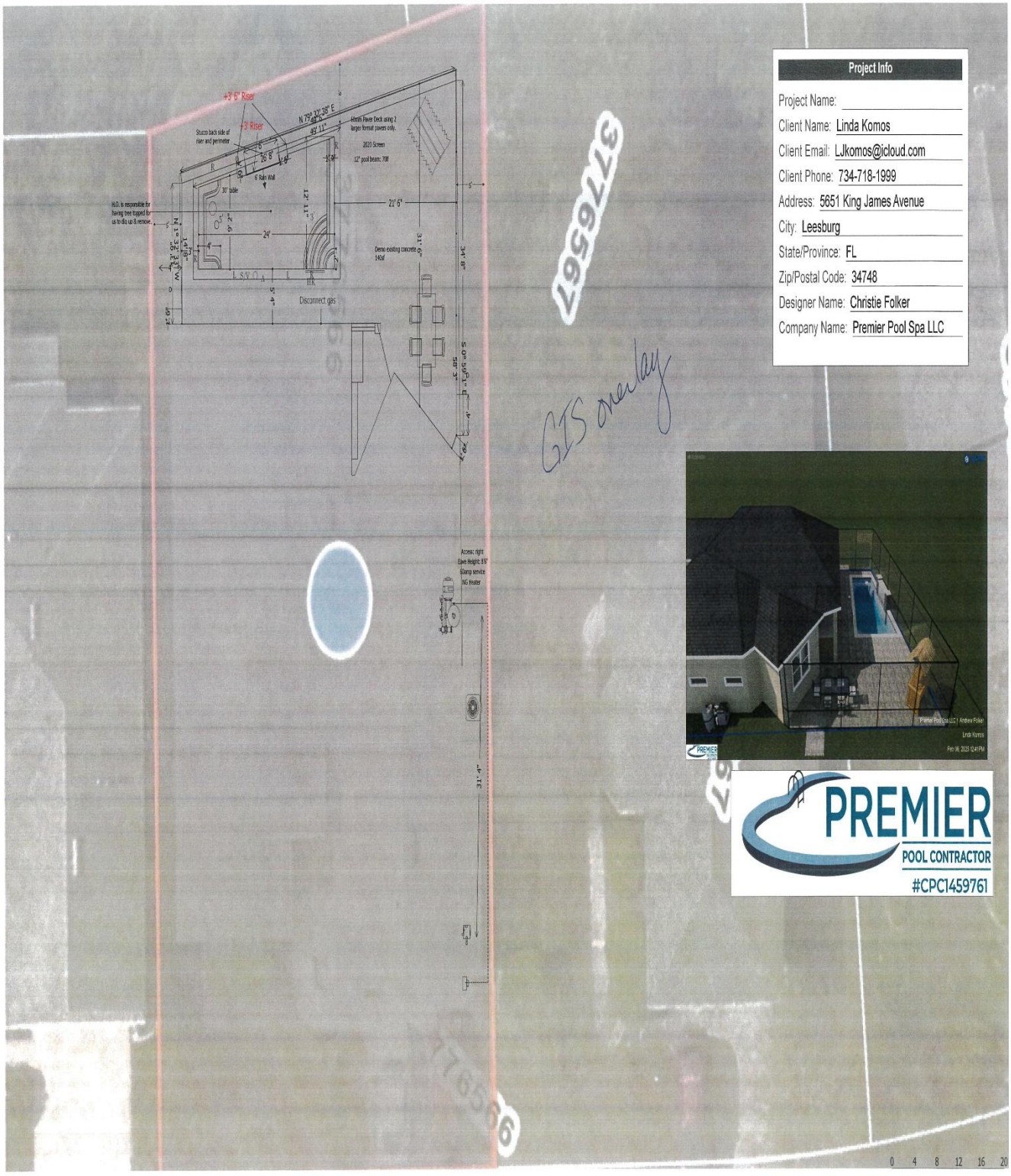
Attachment "C" – Concept Plan



Attachment "C" – Concept Plan (Zoomed View)



Attachment "C" – Concept Plan



Attachment "C" – Concept Plan (Engineer Letter)

Velocity ENGINEERING SERVICES

Mr. Rick Stults
Flagstone Pavers, LLC
9070 Old Cobb Road
Brooksville FL 34601
RStults@FlagstonePavers.com
(239) 225-5646

June 13, 2024

Subject: Pervious Joint Stone Testing Report
Velocity Project Number: 16-102

Dear Mr. Stults:

Per your request, Velocity Engineering Services, LLC (Velocity) performed permeability testing of pavers with a pervious joint stone system on June 13, 2024 in general accordance with ASTM C1701 (modified). Flagstone Pavers delivered the pavers, pervious joint stone, and testing apparatus to Velocity's office.

The testing was performed to determine the permeability rate of water flowing through the pavers and pervious joint stone. The test procedure differed from ASTM C1701 in that it was performed on rectangular pavers and pervious joint stone that were placed within a testing apparatus. A cylindrical ring was then used on top of the pavers to contain the water and allow a head to be established. The perimeter of the ring was sealed to the pavers and joint stone using plumbers putty.

The test materials consisted of Eco-CityLock 4 x 8 inch, 60 mm thick, pavers and #89 stone as the pervious joint material. Test results show that the combination of pavers and joint stone passed the minimum requirement of 100 inches per hour (in/hr). The test values ranged from 451 in/hr to 527 in/hr with an average of 484 in/hr. Please refer to the spreadsheet attached to this report for detailed records of the tests. Based upon the testing performed, it is Velocity's professional opinion that these pervious paver bricks meet the required permeability rate.

We appreciate the opportunity to be of service to you on this project. Please do not hesitate to contact us if you have any questions or if we may further assist you.

Sincerely,

Velocity Engineering Services, LLC
FBPE CA# 30362

Christopher J. Pacitto, P.E.
President/Principal Engineer

CHRISTOPHER J. PACITTO
LICENSE
No. 59445
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Christopher Pacitto

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Attachments: Testing Spreadsheet

Attachment "D" – Ordinance #2005-45 (1 of 4)

CFN 2005098184
Bk 02873 Pgs 1940 - 1957; (1
DATE: 06/29/2005 08:20:25 A
JAMES C. WATKINS, CLERK OF C
LAKE COUNTY
RECORDING FEES 154.50

ORDINANCE #2005-45
Tracking No. #52-05-PUD/AMD
PH# 40-05-3
Royal Highlands, Pringle Communities, Inc.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING DEVELOPMENT ORDERS #1999-123 TO ADD 44,500 SQUARE FEET OF NEIGHBORHOOD COMMERCIAL ON 4.9 ACRES FOR A SMALL RETAIL CENTER; RESOLUTION NO. #1994-235, AS AMENDED NOVEMBER 15, 1994; AND ORDINANCE NO. 102-88, AS AMENDED OCTOBER 26, 1993 AND RESOLUTION 1994-153, TO ADD 270 ACRES TO THE ROYAL HIGHLANDS PUD AND DRI, TO PROVIDE A NONSUBSTANTIAL CHANGE DESIGNATION TO A PRELIMINARY APPROVED DRI AND TO CHANGE CERTAIN DEVELOPMENT PROVISIONS IN RESPONSE TO A NOTIFICATION OF A PROPOSED CHANGE TO THE PREVIOUSLY APPROVED ROYAL HIGHLANDS DEVELOPMENT OF REGIONAL IMPACT.

FILED
2005 JUN 23 AM 9:43
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

WHEREAS, the Lake County Zoning Board did, on the 4th day of May, 2005, review petition PH#40-05-3, a request for an amendment to PUD Ordinance #1999-123, on property generally located in the South Leesburg area, along the west side of Highway 27, approximately two miles north of the Chris Ford Industrial Park. (Secs. 12,13,14 Twp. 21 Rge. 24 and Sec. 18 Twp. 21 Rge. 25) (1,086 +/acres)

LEGAL DESCRIPTION: [EXHIBIT "A" - ATTACHED]

AND, after giving Notice of Hearing on petition for a change in the use of land, including a notice that said would be presented to the Board of County Commissioners of Lake County, Florida, on the 24th day of May, 2005, and

WHEREAS, the Board of County Commissioners reviewed said petition, the recommendations of the Lake County Zoning Board, and any comments, favorable or unfavorable, from the Public and surrounding property owners at a Public Hearing duly advertised, and

Attachment "D" – Ordinance #2005-45 (2 of 4)

ORDINANCE NO. #2005-45
(Tracking No. #52-05-PUD/AMD) (PH#40-05-3) (Royal Highlands / Pringle Communities, Inc.)

WHEREAS, upon review, certain terms and conditions pertaining to the development of the above described property have been duly approved, and

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that Planned Unit Development Ordinance # 1999-123 of Lake County, Florida, be altered and amended as it pertains to the above tract of land subject to the following terms and conditions:

I. Findings of Fact:

A. The proposed development is not in an area of critical state concern, designated pursuant to the provision of Section 380.0551, Florida Statutes.

B. The proposed development is consistent with the report and recommendation of the East Central Florida Regional Planning Council (ECFRPC) submitted pursuant to Chapter 380, Florida Statutes, provided the development proceeds according to the conditions stated hereafter.

C. The proposed development is consistent with the Lake County Comprehensive Plan.

D. The development consists of 1,500 single-family dwelling residential units, and 49,500 square feet of commercial on 1,086.59 +/- gross acres to be developed in accordance with the Royal Highlands Amended Preliminary Development Plan, dated 12/13/99, prepared by LPG Urban Regional Planners, Inc., Project No. 108/27, located in the office of the County Manager or designee.

E. The proposed development does not interfere with the objectives of the State Comprehensive Land Use Plan.

F. The Board of County Commissioners determined that the amendment of the Royal Highlands DRI to add 307.34 acres was a non-substantial change to a previously approved DRI/PUD, pursuant to Florida Statutes 380.

II. Conclusions of Law

A. The provisions of this Development Order shall not be construed as a waiver or exception of any rule, regulation, or ordinance of Lake County or its departments, agencies, or commissions.

B. This Development Order constitutes final DRI/PUD approval of 1,500 dwelling units and 49,500 square feet of commercial on 1,086.59 +/- gross acres of land as defined under Findings of Fact.

Attachment "D" – Ordinance #2005-45 (3 of 4)

III. Terms: This Ordinance shall mean and include the following land uses and supersedes any and all ordinances previously granted for the site legally described herein. The County Manager or designee shall amend the Zoning Map in accordance with this Ordinance. The PUD shall mean and include the total of the following:

A. Land Use

1. Residential

a. Number/Types of Residential Units

The PUD shall contain a total of 1,086.59 +/- acres, which shall consist of 1,500 single-family units. The overall gross residential density of the PUD shall not exceed a density of 2.67 units per acre.

b. Phase I shall consist of 768 units and Phase II shall consist of the remaining 732 lots.

c. Additional Lands

The additional lands being added to the existing PUD shall be limited in use to the density and intensity permitted by the existing DRI/PUD of 1,500 residential units. Although the Lake County Future Land Use Map has been amended to reflect the lands added to the DRI, there shall be no increase in the number of units allowed within the Planned Unit Development / Development of Regional Impact.

d. Setback Requirements

1. Setback from boundaries of the PUD

All single-family units shall maintain a twenty-five (25) foot setback from all boundaries of the PUD unless the adjacent property is owned by the developer; then the setbacks shall be twenty-five (25) feet from adjacent commercial uses, ten (10) feet from adjacent residential uses and zero (0) feet from adjacent open space tracts. Setbacks for single-family residences shall be: fifteen (15) feet on front, five (5) feet on side, and fifteen (15) feet on rear and corner lot side setbacks.

2. Distance between structures

All single-family units shall maintain a minimum distance of ten (10) feet from other single-family units and additions. All setbacks shall be measured from the structure wall.

3. Setback from street right-of-way

All single-family units, which have frontage on the main boulevard, shall

Attachment "D" – Ordinance #2005-45 (4 of 4)

maintain a setback of fifty-five (55) feet from the centerline of the main boulevard road. Single-family units, which have frontage on minor roads, shall maintain a fifteen (15) foot front setback.

4. To maintain habitat and travel corridors for wildlife, buffer areas of native upland vegetation averaging 50 feet wide and with a minimum width of 25 feet shall be retained around all wetlands. The setback from the Palatlakaha River will be a minimum of a 100-foot buffer. The Palatlakaha River buffer and the upland buffers between on-site wetlands/marshes/lakes and any type of development or land alteration shall be delineated with temporary construction fencing prior to and during construction within a pod to allow these areas to be maintained with existing native vegetation or be replanted with native, transitional zone or upland vegetation. Use of these buffers shall be limited to nature trails and other passive recreation and components of the stormwater management system. The use of pesticides, herbicides or fertilizers shall be prohibited in these buffers and the wetlands they protect.

e. Residential Lot Size Requirement

All single-family lots shall contain a minimum useable land area of 3,600 square feet for attached single-family duplexes and for all other detached single-family units in order to have a minimum lot size of 4,400 square feet.

2. Recreational Vehicles

a. A designated 12.7-acre portion of the DRI/PUD shall be set aside for the exclusive purpose of recreational vehicle and boat storage.

3. Commercial

a. Acreage/Type of Commercial Uses

A maximum of 49,500 square feet of commercial land uses are permitted in the DRI/PUD. The information center may be used as a temporary sales center for the DRI/PUD. Commercial activities shall be limited to those "Uses Proposed for Commercial Development" and shall be designed as shown in

Attachment "E" – Public Works Conditions of Approval

RE: Review Request | Komos Property | VAR | AK 3776566 | AR 6271 | PZ2025-349

From Dongalo, Ryan <ryan.dongalo@lakecountyfl.gov>
Date Wed 4/8/2026 2:39 PM
To DeVogel, Corey <corey.devogel@lakecountyfl.gov>; Lynch, Seth <seth.lynch@lakecountyfl.gov>

Hello Corey,
Public Works Engineering has no further comments.

Conditions if BOA approved the variance.

1. A lot grading plan design by an engineer will be required showing the grading and drainage improvements with the addition of the pool while not impacting the subdivision buffer and not adversely affecting neighboring properties with the additional stormwater runoff.
2. The pool equipment shall not be within the 5-ft drainage, utility, and access easement.
3. The step off pad for the deck, patio, and pool shall not be within the 5-ft drainage, utility, and access easement.
4. There shall be no further obstruction within any of the 5-ft drainage, utility, and access easement on this lot.

Thanks,

Ryan Dongalo, *EI*
Development Engineer
PUBLIC WORKS DEPARTMENT
Engineering Division

Attachment "F" – Project Narrative

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

Planning and Zoning

Project Narrative
Variance

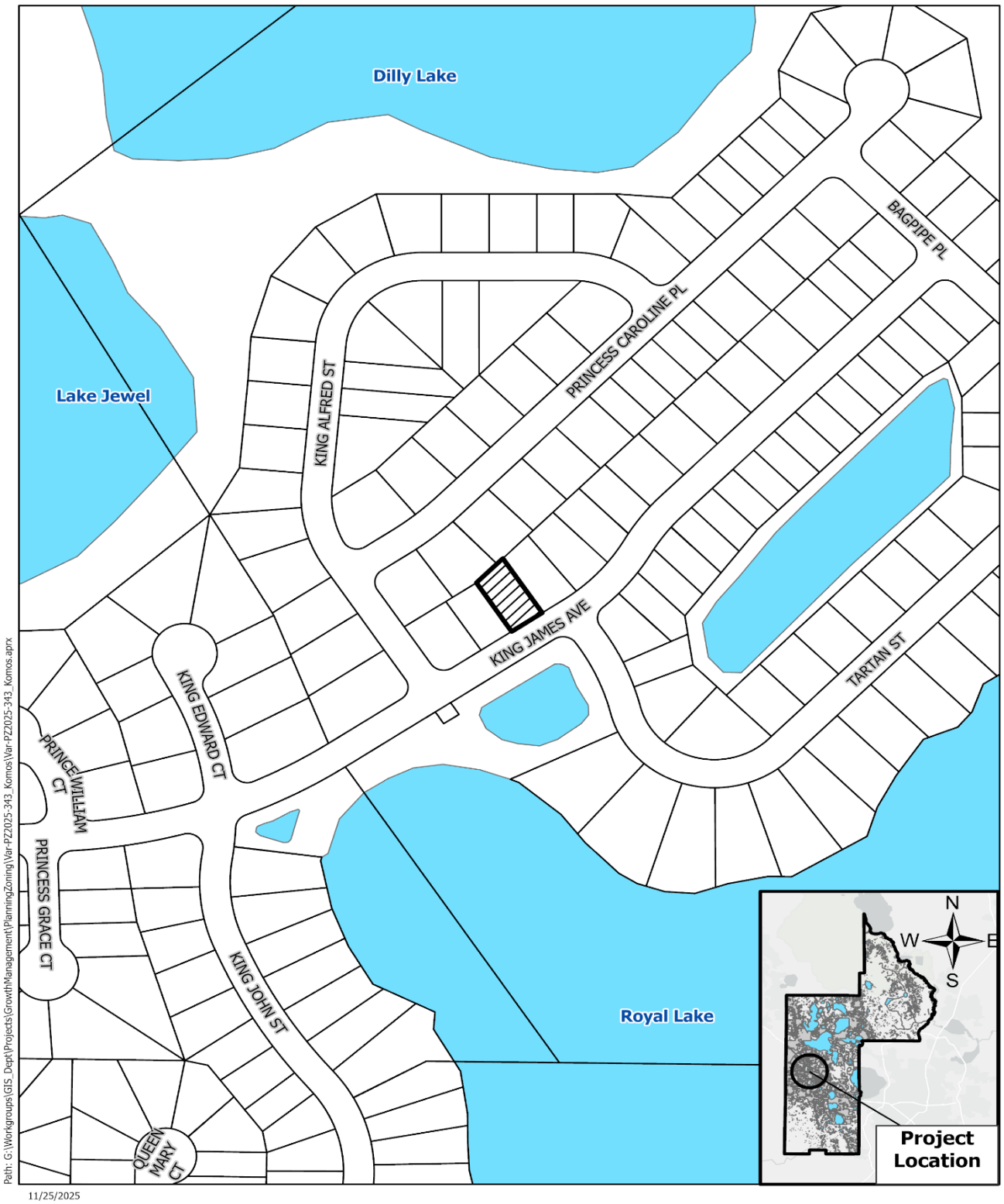
1. What is the substantial hardship in meeting the specific code requirement?

There is no other area than the Backyard for the HO. to put a pool.

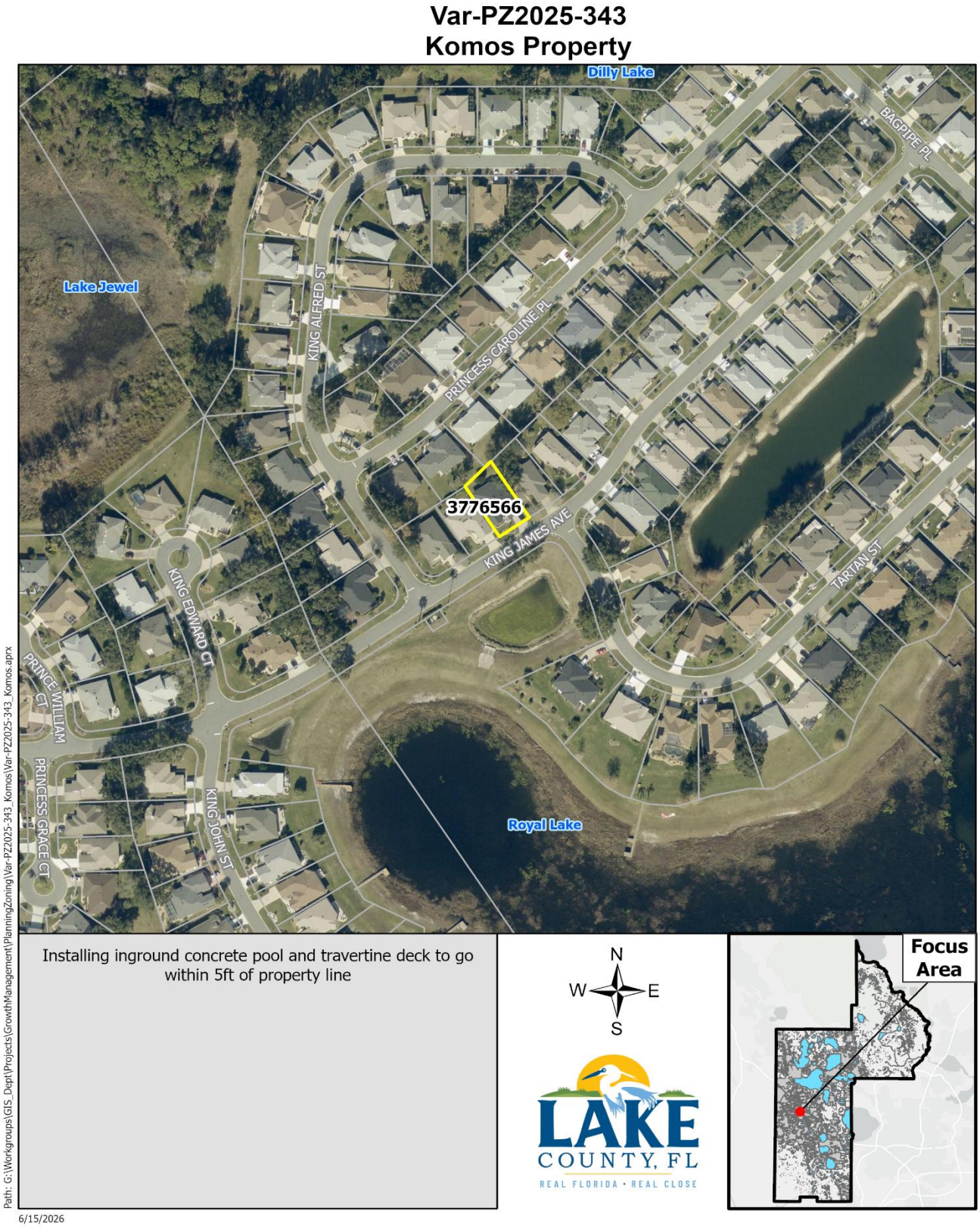
2. Describe how the purpose of the Land Development Regulation will be or has been achieved by other means:

We are utilizing the only avalable Space for pool installation. We are asking to encroach in the ordinance 20' Set Back But stay within the survey set back. Precedence has been set that other propetries in this development have been approved for variance and the HOA has approved the project as long as the county variance is approved.

Map of Subject Property



Aerial Map of Subject Property



FINAL DEVELOPMENT ORDER 2026-____

(PZ2025-343 / AR 6271)

WHEREAS, Christie Folker (the "Applicant") requested a variance on behalf of Linda J. Komos and Donald J. Komos, wife and husband (the "Owner"), to Section III(A)(1)(d)(1) of Planned Unit Development Ordinance (PUD) #2005-45 to allow the construction of a pool, pool deck and associated screen enclosure five (5) feet from the rear property line, in lieu of the required 15 feet; and

WHEREAS, the subject property consists of approximately 0.15 +/- gross acres located at 5651 King James Avenue in the unincorporated Leesburg area in Section 13, Township 21 South, Range 24 East, identified by Alternate Key Number 3776566, and more particularly described in Exhibit "A" – Legal Description; and

WHEREAS, after giving notice of a hearing on a petition for a variance to the PUD Ordinance #2005-45, including notice that the request for a variance would be presented to the Board of County Commissioners of Lake County, Florida, on July 14, 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised.

DONE AND ORDERED by the Board of County Commissioners of Lake County, Florida, that:

1. **Variance Granted:** A variance to Planned Unit Development Ordinance #2005-45 Section III(A)(1)(d)(1) to allow the construction of a pool, pool deck and associated screen enclosure to be located five (5) feet from the rear property line, in lieu of the required 15 feet, is hereby granted.

2. **Conditions:** The variance granted above is subject to the following requirements/conditions:
    a. A lot grading plan designed by an engineer will be required showing the grading and drainage improvements with the addition of the pool while not impacting the subdivision buffer and not adversely affecting neighboring properties with the additional stormwater runoff.
    b. Pool equipment is strictly prohibited within the five (5) foot drainage, utility, and access easement.
    c. The step off pad for the deck, patio, and pool is strictly prohibited within the five (5) drainage, utility, and access easement.
    d. No other obstruction or encroachment into the five (5) foot drainage, utility, and access easement shall be permitted on this lot.
    e. A tree removal permit will be required if any trees are to be removed to facilitate the proposed development. Removal of Heritage Trees, if any, is prohibited unless it poses a danger to persons or property. The development must be designed around existing Heritage Trees unless a variance has been granted by the Board of County Commissioners, or its successor.
    f. A separate building and zoning permit will be required before any construction can begin.

g. No further structures or improvements shall be allowed as the maximum Impervious Surface Ration (ISR) will be reached upon completion of the deck, patio, and pool.

3. **No Estoppel:** Approval of this variance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

This _____ day of _____, 2026.

APPROVED AS TO FORM AND LEGALITY:

_____
MELANIE MARSH, COUNTY ATTORNEY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order has been furnished by U.S. Mail to _____ on this _____ day of _____, 2026.

_____
Name: Eva Lora

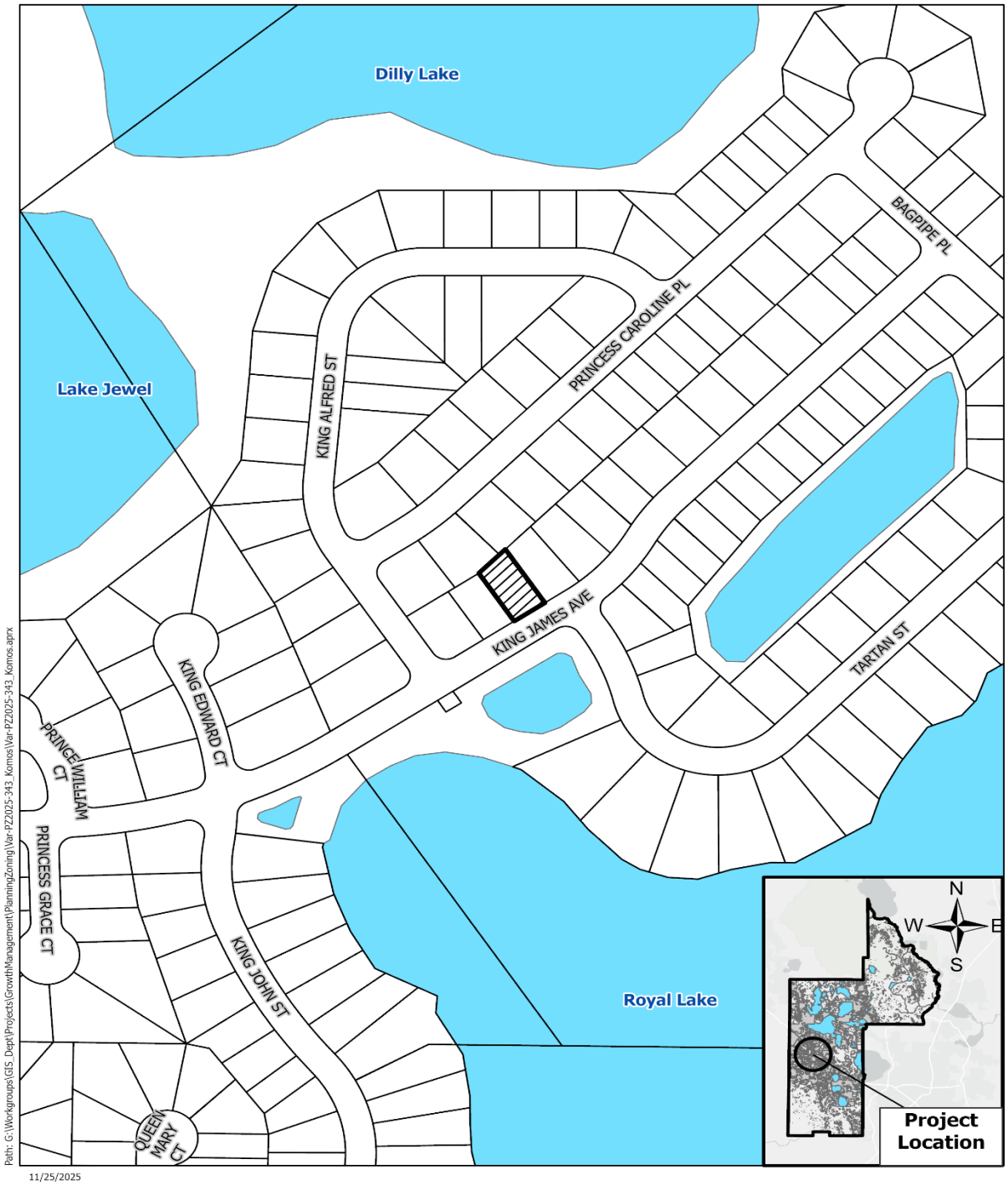
Title: _____

Pursuant to Section 286.0105, Florida Statutes, if any person desires to appeal any decision with respect to a matter considered at a public meeting or hearing of the Board of County Commissioners, such person will need a record of the proceedings, and such person may need to ensure that a verbatim record for such purpose is made, which record includes the testimony and evidence upon which the appeal is based.

A final administrative order of the Board of County Commissioners may be appealed to the Circuit Court in Lake County, Florida. Such an appeal shall be filed within thirty (30) days of the execution of this Order. Those filing an appeal for an administrative order must comply with all applicable Florida Rules of Appellate Procedure.

EXHIBIT "A", LEGAL DESCRIPTION.

Lot 465, Royal Highlands Phase 1-B, according to the map or plat thereof recorded in Plat Book 39, Pages 32 through 36, of the Public Records of Lake County, Florida.
Parcel ID No.: 13-21-24-1810-000-46500



VARIANCE STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	9
Public Hearing Date:	July 14, 2026
Case No. and Project Name:	PZ2025-396, Tuff Shed at Griffin
Commissioner District:	District 5 – Timothy Morris
Applicant(s):	Christopher P. Canova
Owner(s):	Christopher Canova and Mary Canova
Requested Action:	A variance to Land Development Regulations (LDR) Table 3.02.05 to allow an accessory structure (storage shed) to be located 38-feet from the front property line in lieu of the required 62-foot setback requirement from the centerline of the road and to be located 5-foot from the side in lieu of the required 10-foot.
Case Manager:	Corey DeVogel, Planner I

Subject Property Information

Size:	0.43 +/- gross acres
Location:	35142 West Griffin Drive, in the unincorporated Fruitland Park area
Alternate Key No.:	1699428
Future Land Use:	Rural Transition (Attachment “A”)
Current Zoning District:	Rural Residential (R-1) District (Attachment “B”)
Flood Zone(s):	“AE” and “X”
JPA/ISBA:	N/A
Overlay/Rural Protection Area:	Economic Development Overlay District (Attachment “C”)
BMAP Location:	Ocklawaha
Wildlife Corridor:	N/A

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Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Rural Transition	Residential Professional (RP) District	Residential	Single-Family Dwelling Unit
South	Rural Transition	Residential Professional (RP) District	Residential	Multi-Family Dwelling Units
East	N/A	N/A	Water Body	Lake Griffin
West	Rural Transition	Residential Professional (RP) District	Residential	Undeveloped

– Summary of Request –

The subject parcel is identified by Alternate Key Number 1699428 and contains approximately 0.43 +/- gross acres. The subject parcel is zoned as Rural Residential (R-1) District; designated with a Rural Transition Future Land Use Category (FLUC) by the 2030 Comprehensive Plan; and located within the Economic Development Overlay District. The subject parcel is developed with a single-family dwelling unit, deck and dock, boat house, carport, and utility building as depicted on the Concept Plan (Attachment "D"). GIS maps indicate that the subject parcel is located within flood zones "AE" and "X" and there is indication that wetlands exist on the site.

The Applicant is requesting a variance to the following LDR Table 3.02.05 to allow an accessory structure (storage shed) to be located 38-foot from the front property line in lieu of the required 62-foot setback requirement from the centerline of the road and to be located 5-foot from the side setback in lieu of the required 10-foot.

On January 5, 2026, the requested action was sent to the Public Works Department, the Water Resources Floodplain Manager and the Building Services Chief Fire Plans Reviewer/Inspector for a determination of consistency with their regulations.

- Public Works Department had no comments.
- Floodplain Manager stated that all proposed work will take place outside of the Special Flood Hazard Area (SFHA) and had no objections.
- Chief Fire Plans Reviewer/Inspector had no comments.

For background purposes, as noted within the Project Narrative, the proposed location of the shed does not affect the lake view of the neighboring property, which is used as access to the subject property. The existing Impervious Surface Ratio (ISR) is 23% and the proposed development will result in an ISR of 24%. This remains within the maximum allowable ISR of 30% for both the Rural Transition Future Land Use Category (FLUC) and the Rural Residential (R-1) zoning designation.

The Applicant provided a Project Narrative as shown on Attachment "E".

Should the Board of County Commissioners approve this variance request, the Applicant will be required to obtain zoning and building permits to comply with Lake County Land Development Regulations.

– Staff Analysis –

LDR Section 14.15.02 states that variances will be granted when the person subject to a Land Development Regulation demonstrates that the purpose of the Land Development Regulation will be or has been achieved by other means, and when application of a Land Development Regulation would create a substantial hardship or would violate principles of fairness.

1. **The purpose of the Land Development Regulation will be or has been achieved by other means.**

   The intent of LDR Section 3.02.05, entitled *Setbacks*, is to promote a logical development pattern, provide for safe setbacks between structures and encourage a visually pleasing environment. The Applicant provided the following statement as evidence that the intent of the Land Development Regulations will be or has been achieved by other means: *"See attached narrative (Attachment "E")."*

   Analysis: Based upon the documentation within the Project Narrative, if approved, the Applicant has indicated that the proposed development location is potentially the most efficient area for the proposed shed, being outside of the subject property's drain field and septic tank.

2. **The 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.**

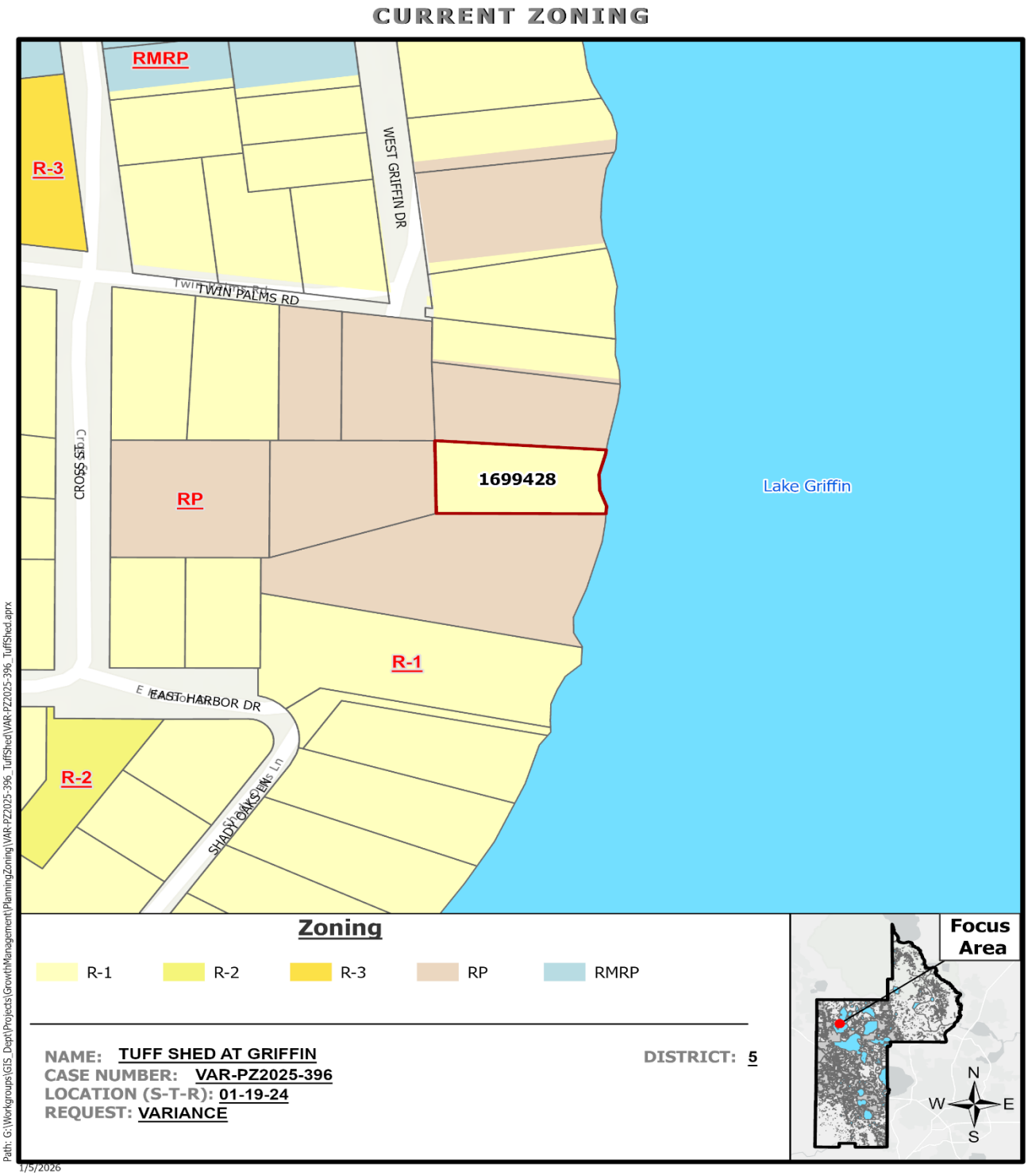
   The Applicant provided the following statement as evidence that the principle of fairness would be violated if the variance isn't approved, *"Absent a variance, the code does not allow for a shed to be placed in the driveway area of the subject property. The substantial hardship is there is not a viable option for the location of the shed because the authorized locations are too narrow, contain a septic tank / drain field, or would be aesthetically unpleasing by blocking neighbor's lake view."*

   Analysis: The Applicant has indicated that there is a substantial hardship, due to the location of their drain field and septic tank. The proposed location of the development appears to reduce or prevent impact on the shoreline protection of Lake Griffin.

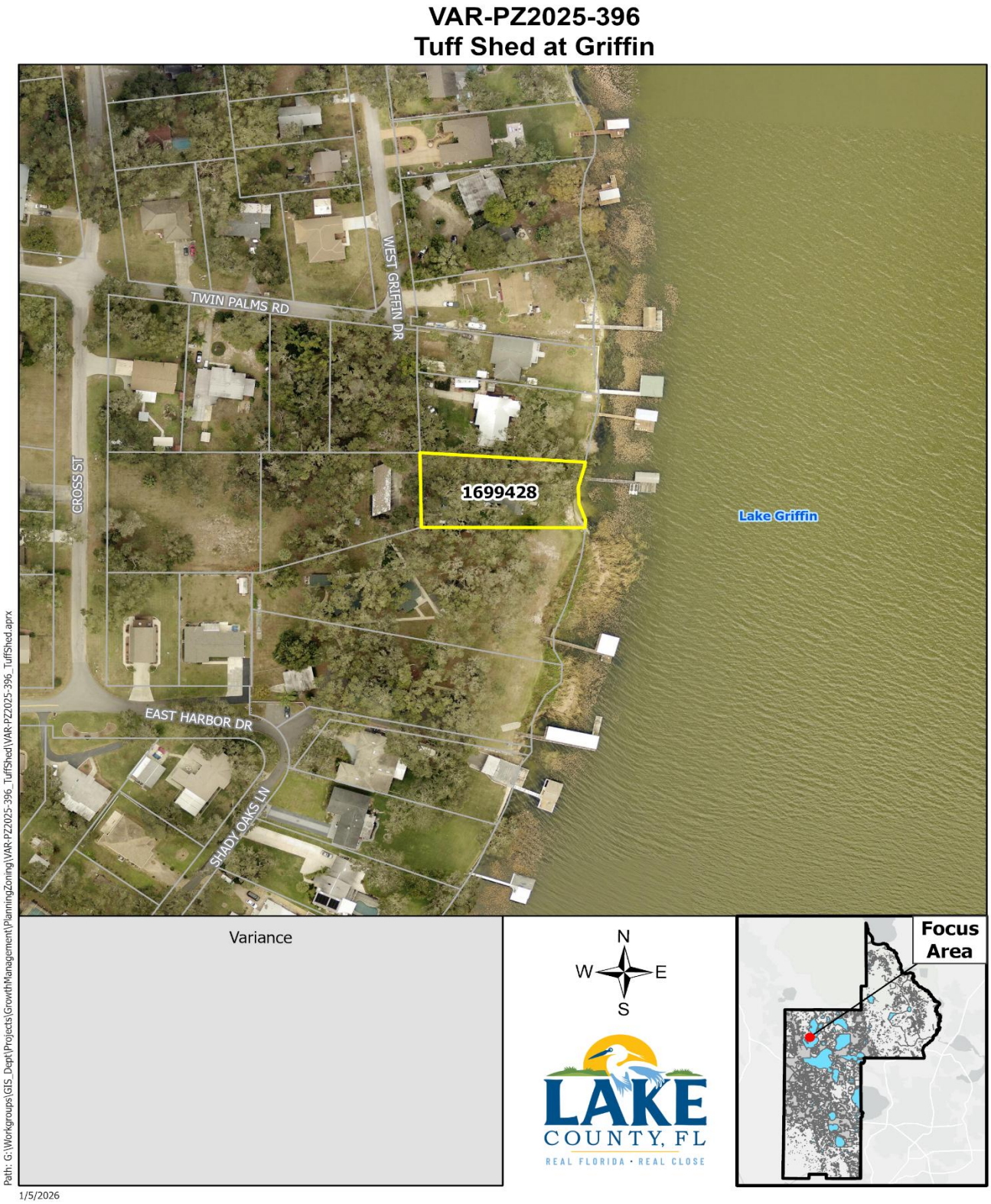
Attachment "A" – Future Land Use Map



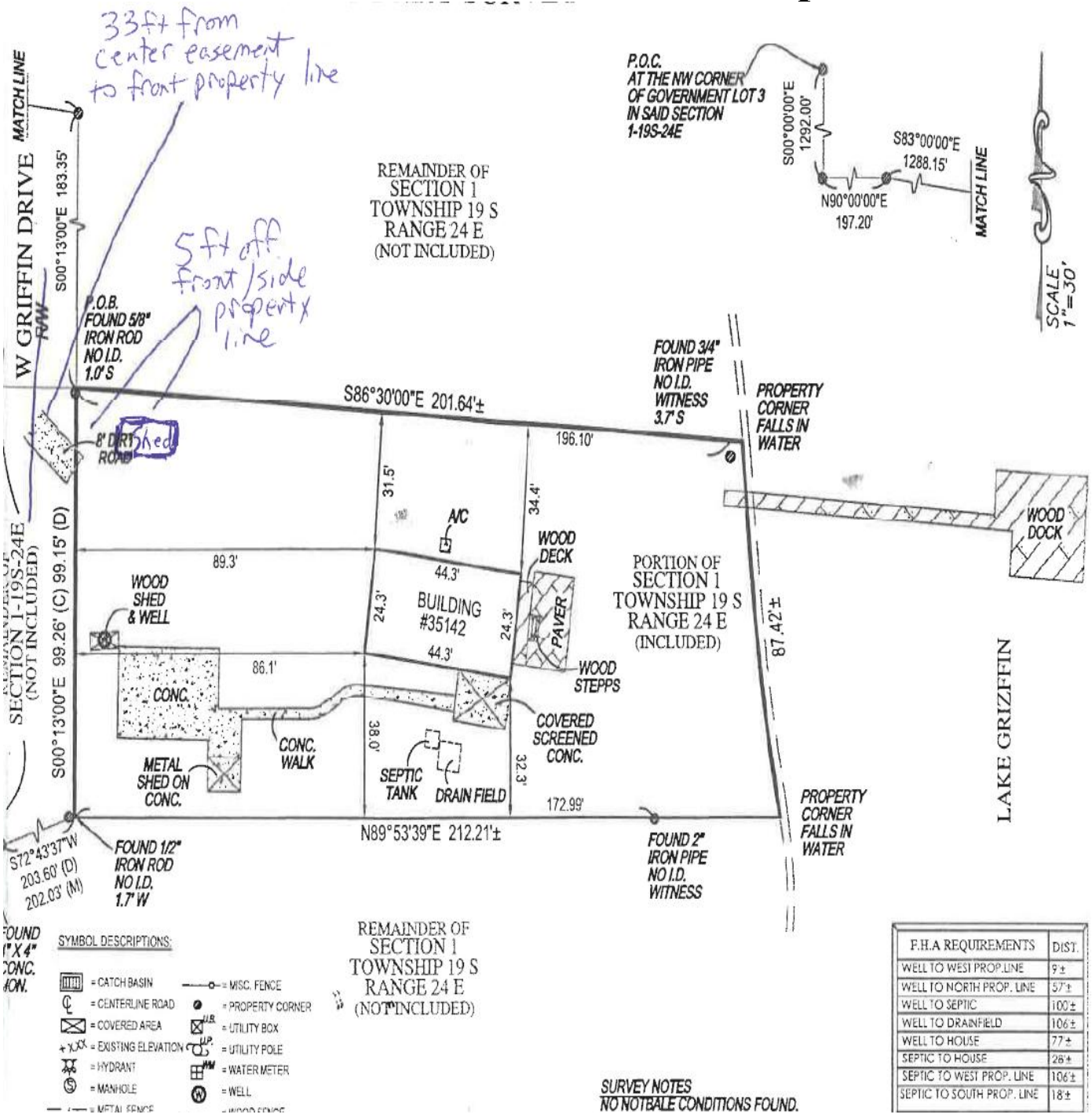
Attachment "B" – Zoning Map



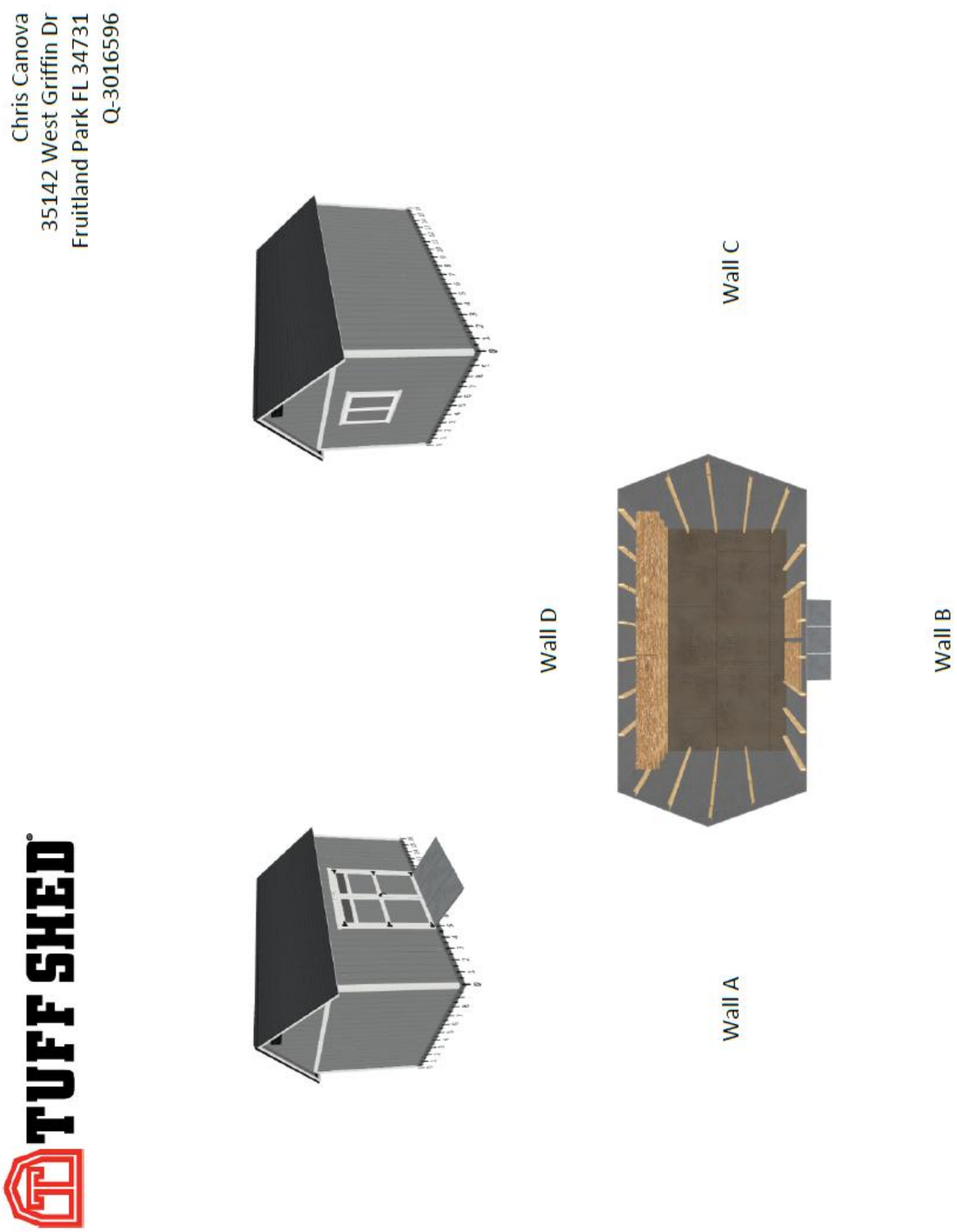
Attachment "C" – Overlay District Map



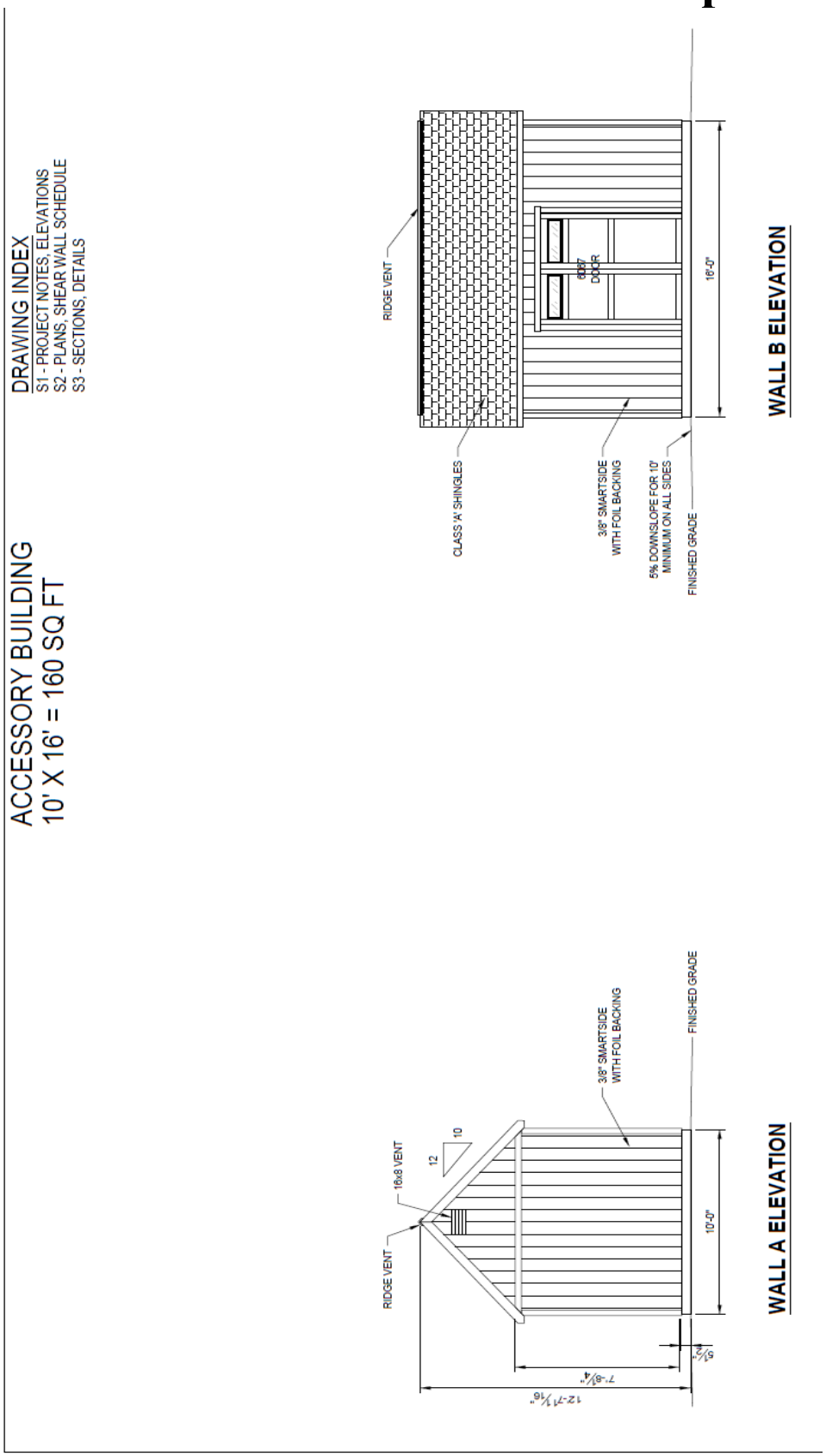
Attachment "D" – Concept Plan



Attachment “D” – Concept Plan



Attachment "D" – Concept Plan



Attachment "E" – Project Narrative (Page 1 of 9)

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

Office of Planning and Zoning

Project Narrative Variance

1. What is the substantial hardship in meeting the specific code requirement?
Absent a variance, the code does not allow for a shed to be placed in the driveway area of the subject property. The substantial hardship is there is not a viable option for the location of the shed because the authorized locations for the shed are too narrow, contain a septic tank/drain field, or would be aesthetically unpleasing by blocking neighbors' lake view.
2. Describe how the purpose of the Land Development Regulation will be or has been achieved by other means:
See attached narrative

Attachment "E" – Project Narrative (Page 2 of 9)

How The Land Development Regulation/Code Purpose Is Achieved By This Proposal

The main goal of the Land Development Regulation/Code is to maintain aesthetic standards, preventing neighborhood blight and helping residents enjoy comfortable living environments. As a result, the Code restricts what items may be placed in the area designated as the property's front. The proposed location of the shed on the subject property achieves the purpose of the Land Development Regulation by placing the shed in the most aesthetically pleasing location without negative impact on neighbors.

"Front" of Dwelling

The Code restricts what may be placed in a home's front yard. The "front" is determined by the side of the dwelling that faces the road. Though this definition of "front" typically accomplishes the Code's goals, it does not do so in the unique facts of the subject property. The "front" of the subject property is effectively not.the side of the dwelling that faces the driveway. Typically, the driveway side of the property has a front door, other dwellings across the street, faces a road, and has garbage pick up and a mailbox. The subject property has none of these factors that would make it considered the "front." As evidenced by Exhibit 1, there is no entry to the dwelling on this side of the dwelling. As shown by Exhibit 2, there are no dwellings across from the subject dwelling. Instead, across from the subject property (east) is an aluminum multi-car carport that serves the small rental cottages north of the subject dwelling. Further, as seen in Exhibit 3, there is not a road from which to enter the subject property. Instead, a dirt path leads to the property, ending at a chain link fence between the cottages' carport on the right and the dwelling's driveway on the left. In addition, there is no garbage collection or mailbox on this dirt path. For garbage collection and mail delivery, residents of the subject dwelling must walk south along the dirt path to the paved road intersection at Twin Palms Road and West Griffin Drive. Given the specific situation of this property, placing the shed in the driveway area actually means it is located at the back, rather than the front, of the subject dwelling.

Limited Options Due To Property Configuration

Three sides of the subject dwelling are not viable for the location of the shed. The north side of the property contains a septic tank/drain field and therefore does not offer room for a shed. The south side of the property is too narrow (Exhibit 4) for placement of the shed (approximately only 15 feet after accounting for trees, air conditioner, and setback) and is the only unobstructed route for the residents around the subject dwelling (and neighboring residents to access their lakeside) to address major repairs or move heavy equipment to the north, south, or west side of the residence. The west side of the subject dwelling,

Attachment "E" – Project Narrative (Page 3 of 9)

effectively the front and lakeside of the residence, does not offer enough space for the shed without obstructing residents' and neighbors' pristine view of the lake.

Best Location For Proposed Shed

The best and most appealing location to accomplish the Land Development Regulation/Code purpose is in the driveway area of the subject dwelling (Exhibit 5). The proposed shed would be set off five feet from the property line. Placing the proposed shed further onto the interior of the property on the east side is limited by plants and trees (Exhibit 6). For the reasons stated above, the applicant requests a variance to locate the shed as seen on Exhibit 7.

Attachment “E” – Project Narrative (Page 4 of 9)



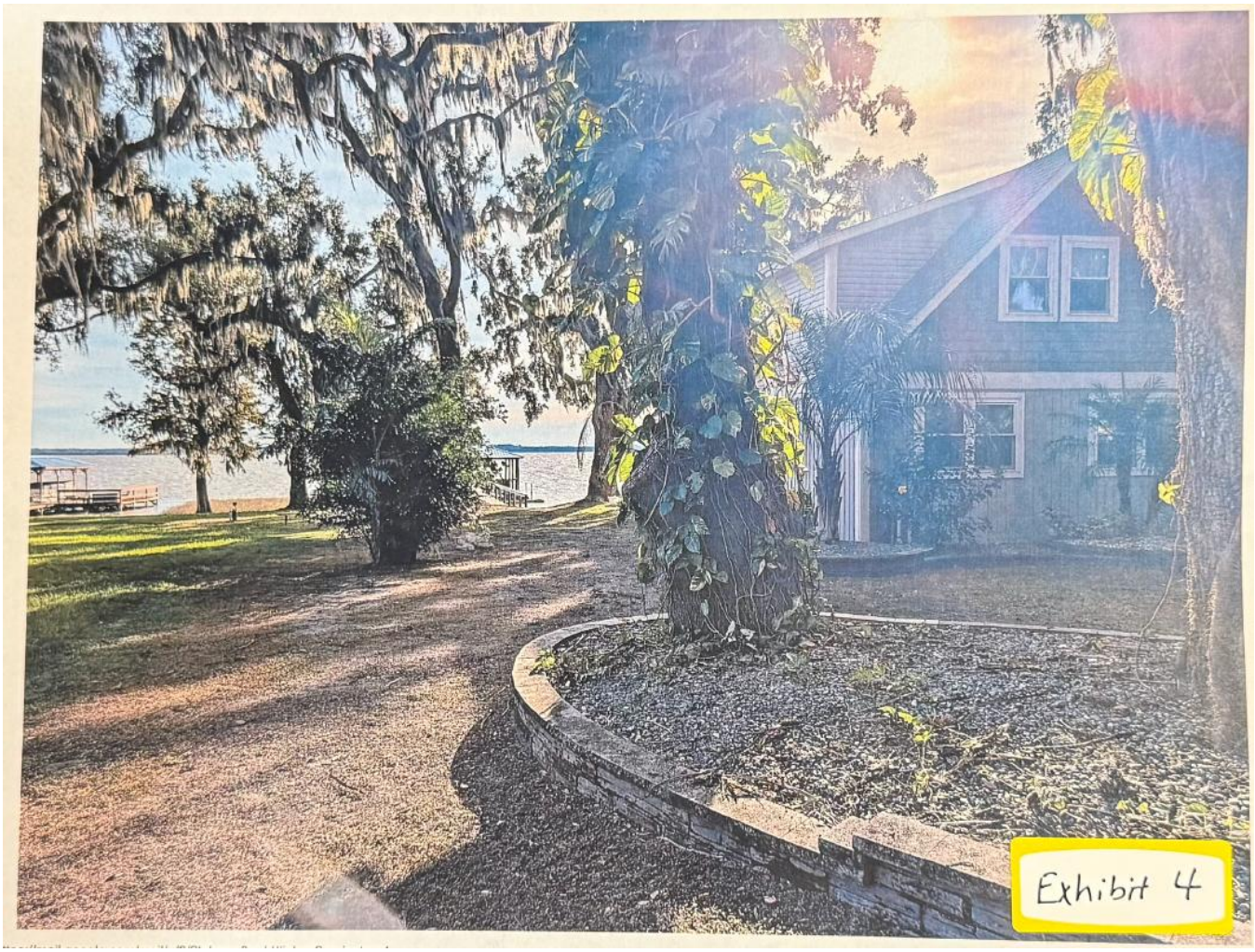
Attachment “E” – Project Narrative (Page 5 of 9)



Attachment “E” – Project Narrative (Page 6 of 9)



Attachment “E” – Project Narrative (Page 7 of 9)



Attachment “E” – Project Narrative (Page 8 of 9)



Attachment “E” – Project Narrative (Page 9 of 9)



Easement Deed GIS Legal Runout



Easement Deed (Page 1 of 2)

6179

74 5234

O.R. BOOK 541 PAGE 162

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA,
IN AND FOR LAKE COUNTY.

CASE NO. 6179

LEON W. FINFROCK, et al, :
Plaintiffs, :
vs. :
J. W. REICHEL, et al, :
Defendants. :
:

FILED
MAR 7 4 39 PM '74
CIRCUIT COURT
LAKE COUNTY
TAVARES, FLORIDA

FINAL JUDGMENT

THIS CAUSE coming on to be heard upon the Motion for Judgment on the Pleadings filed by the Defendants, and the Court having examined said pleadings and closely questioned counsel for the Defendants, finds:

1. That there are no issues of fact involved in this cause.

2. The Defendants have admitted in their pleadings that the Plaintiff is entitled to a common law way of necessity over and across the Defendants' lands now owned by ALBERT F. SCHUBERT and BERNICE P. SCHUBERT, his wife.

MAR 12 1 35 PM '74

WHEREFORE, it is ORDERED and ADJUDGED and declared by the Court that there shall be:

a. A way of necessity described as:

PARCEL "B" - From the SW corner of Gov't Lot 4, in Section 1, Township 19 South, Range 24 East, Lake County, Florida, run thence East 1291.9 feet, thence North 1007.79 feet, thence East 152.10 feet to the P.O.B., run thence East for 15 feet, thence North for 160 feet, more or less, to County Road, run thence N.83°00' West for 15.11 feet, thence South for 165 feet, more or less, to the P.O.B., including a strip of ground 15 feet wide, lying equi-distant on each side of the centerline of a 90° arc of a curve with a radius of 27.5 feet, the center of said curve being 20 feet East of said P.O.B.

b. Said way of necessity shall be appurtenant to the land presently owned by the Plaintiff, lying Easterly of land

-1-

Easement Deed (Page 2 of 2)

((

BOOK 541 PAGE 163

described as follows:

PARCEL "A" - From the S.W. corner of Gov't. Lot 4, in Section 1, Township 19 South, Range 24 East, Lake County, Florida, run thence east 1291.9 feet, thence North 1007.79 feet, thence East 134.60 feet to the P.O.B., run thence East 52.50 feet, thence South for 99.29 feet, thence West for 52.50 feet, thence North 99.29 feet to the P.O.B.

c. Said easement shall be non-exclusive but may not be unreasonably interfered with by the Defendants nor by their successors in title.

d. Said easement shall continue in time until such time as the Plaintiff or his successors in title shall acquire or in any wise be afforded reasonable access to a public road over their own lands.

e. There having been a common source of title, the Plaintiff is entitled to the said easement without payment of compensation to the Defendants.

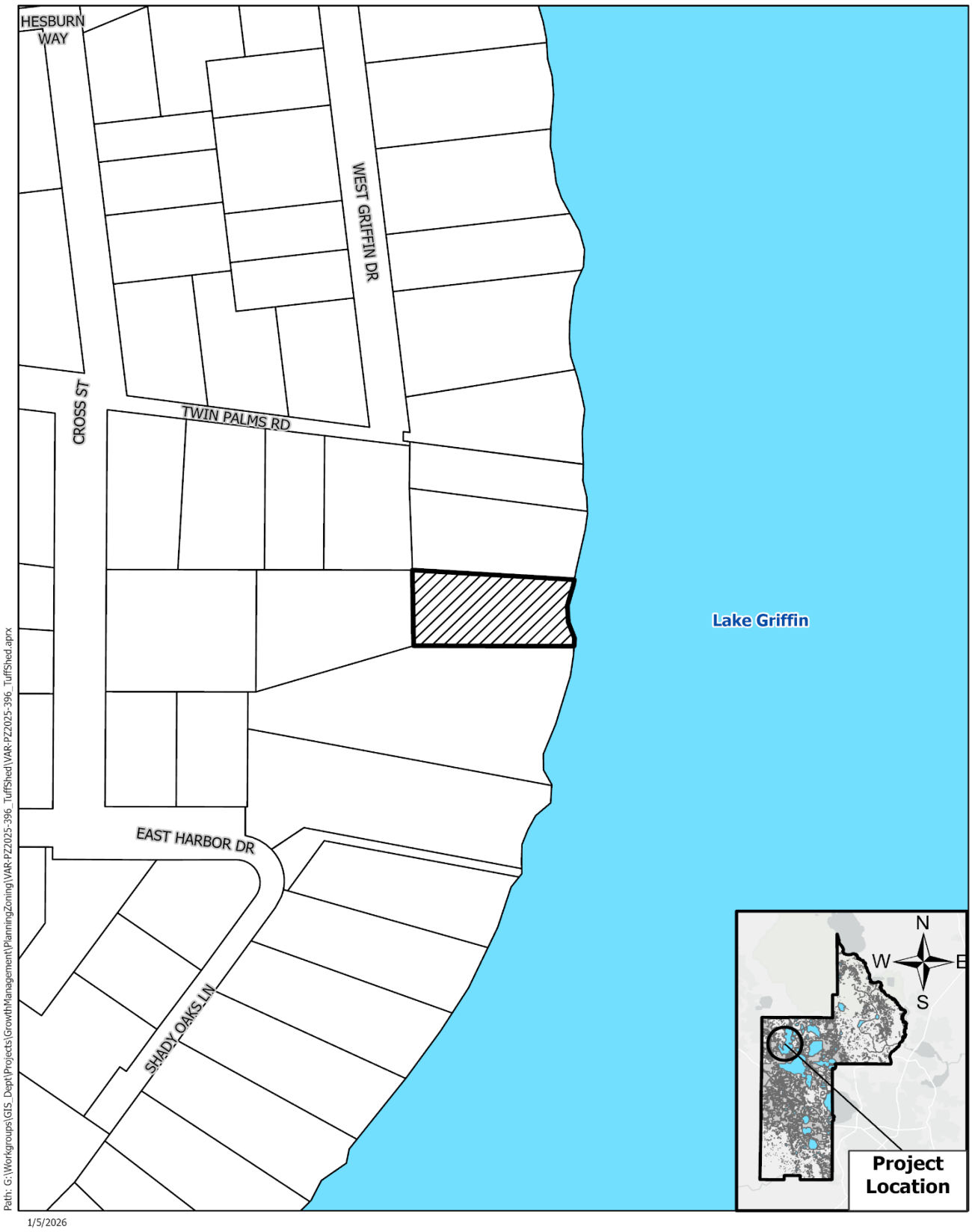
ORDERED and ADJUDGED this 7th day of March, 1974 at Tavares, Lake County, Florida.

William L. Stringer Jr.
Circuit Judge

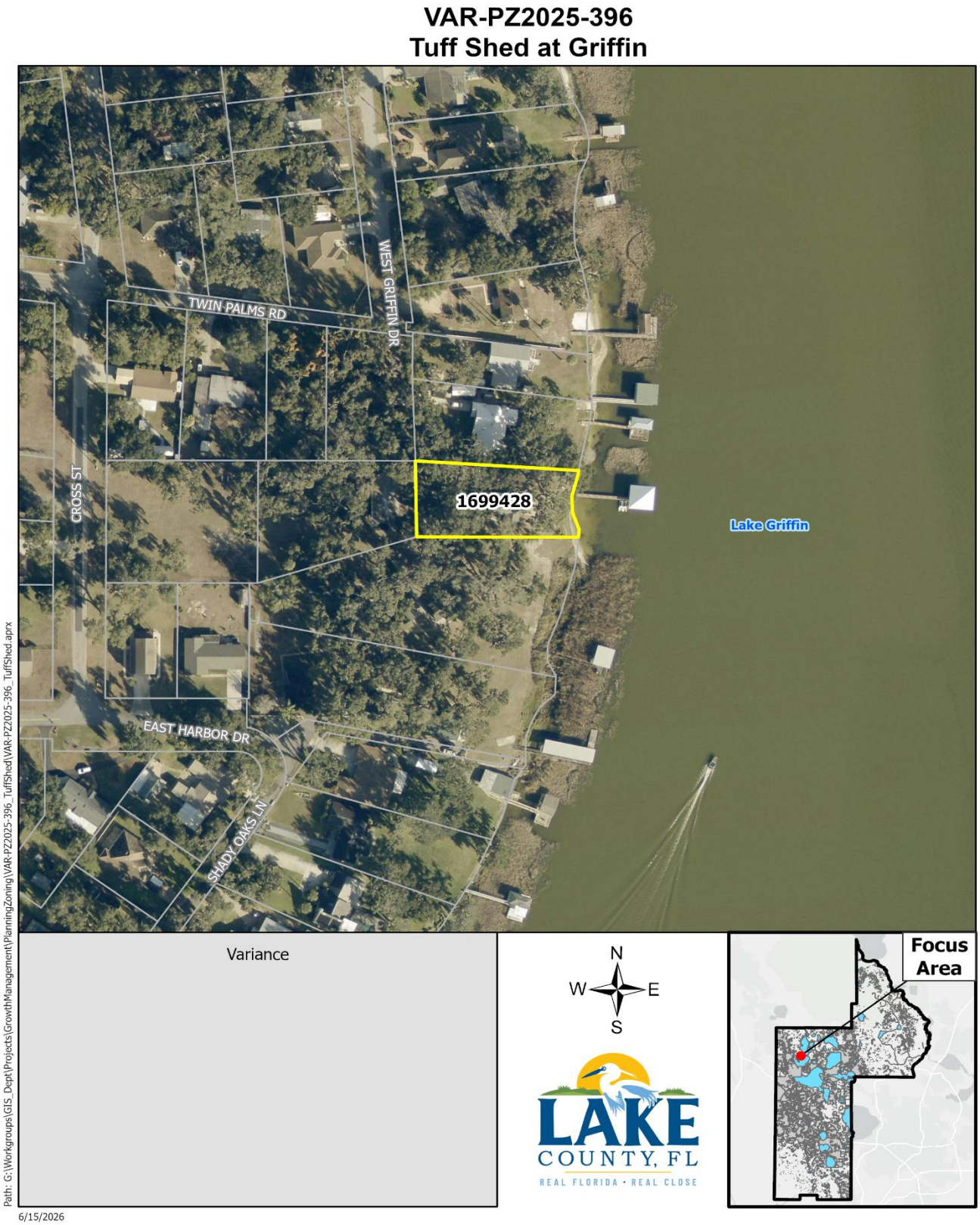
Copy furnished to counsel of record
T. L. Pringle

-2-

Map of Subject Property



Aerial Map of Subject Property



FINAL DEVELOPMENT ORDER 2026-____

(PZ2025-396 / AR 6313)

WHEREAS, Christopher P. Canova (the "Applicant") requested a variance on behalf of Christopher Canova and Mary Canova, husband and wife (the "Owner"), to Land Development Regulations (LDR) Table 3.02.05 to allow an accessory structure (storage shed) to be located 38-feet from the front property line in lieu of the required 62-foot setback requirement from the centerline of the road and to be located 5-foot from the side in lieu of the required 10-foot; and

WHEREAS, the subject property consists of approximately 0.43 +/- acres located at 35142 West Griffin Drive, in the unincorporated Fruitland Park area in Section 01, Township 19 South, Range 24 East, identified by Alternate Key Number 1699428, and more particularly described in Exhibit "A" – Legal Description; and

WHEREAS, after giving notice of a hearing on a petition for a variance to the Lake County Land Development Regulations, including notice that the request for a variance would be presented to the Board of County Commissioners of Lake County, Florida, on July 14, 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised.

DONE AND ORDERED by the Board of County Commissioners of Lake County, Florida, that:

1. **Variance Granted:** A variance to Land Development Regulations (LDR) Table 3.02.05 to allow an accessory structure (storage shed) to be located 38-feet from the front property line in lieu of the required 62-foot setback requirement from the centerline of the road and to be located 5-foot from the side in lieu of the required 10-foot.

2. **Conditions:** The variance granted above is subject to the following requirements/conditions:

    a. A separate zoning and building permit will be required before any construction can begin.
    b. The appropriate tree removal permits will be required if trees are to be removed for the proposed development. Removal of Heritage Trees, if any, is prohibited unless it poses a danger to persons or property. The development must be designed around existing Heritage Trees unless a variance has been granted by the Board of County Commissioners, or its successor.

3. **No Estoppel: Approval** of this variance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

This _____ day of _____, 2026.

APPROVED AS TO FORM AND LEGALITY:

_____
MELANIE MARSH, COUNTY ATTORNEY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order has been furnished by U.S. Mail to _____ on this _____ day of _____, 2026.

_____
Name: Eva Lora

Title: _____

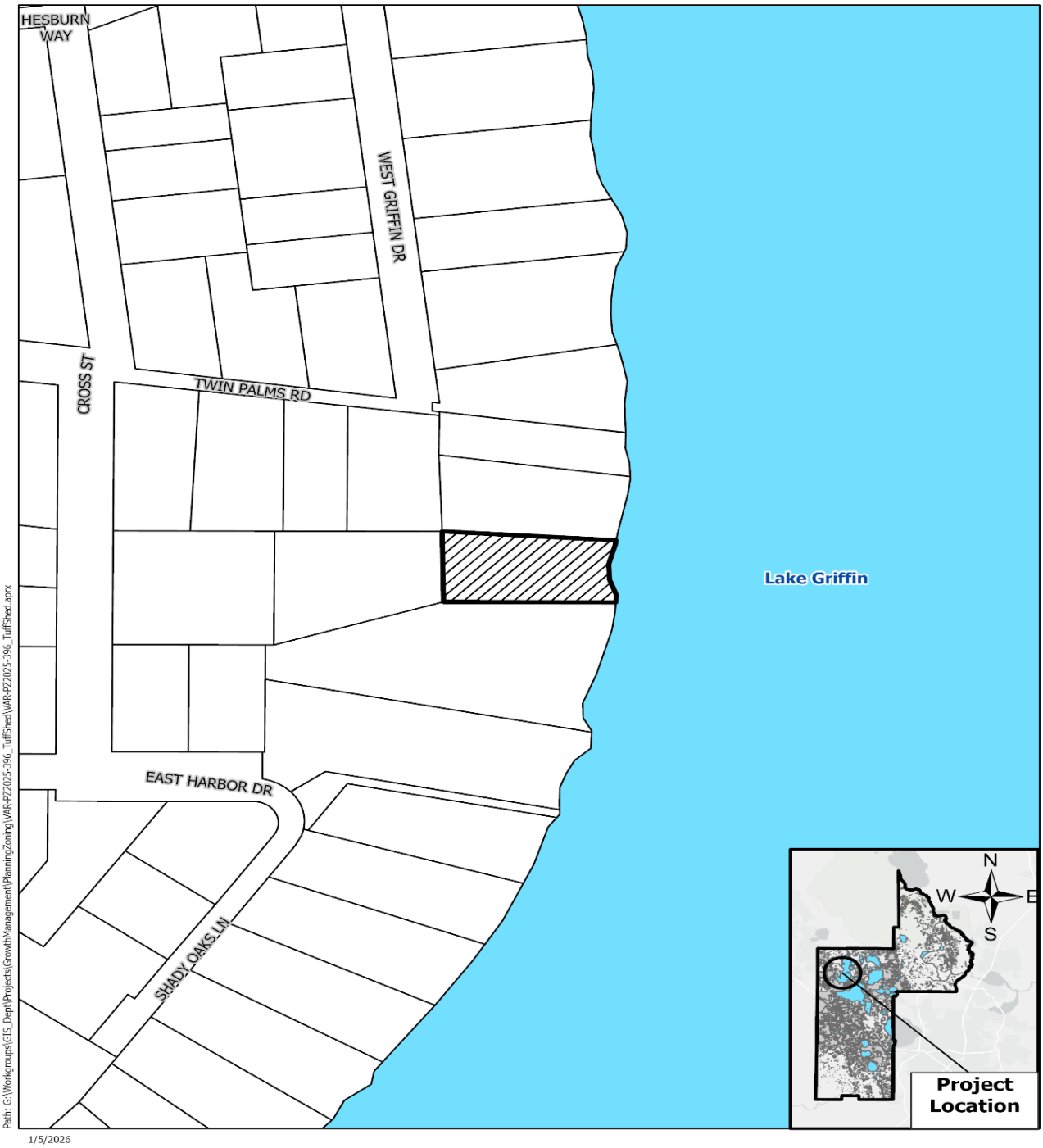
Pursuant to Section 286.0105, Florida Statutes, if any person desires to appeal any decision with respect to a matter considered at a public meeting or hearing of the Board of County Commissioners, such person will need a record of the proceedings, and such person may need to ensure that a verbatim record for such purpose is made, which record includes the testimony and evidence upon which the appeal is based.

A final administrative order of the Board of County Commissioners may be appealed to the Circuit Court in Lake County, Florida. Such an appeal shall be filed within thirty (30) days of the execution of this Order. Those filing an appeal for an administrative order must comply with all applicable Florida Rules of Appellate Procedure.

EXHIBIT "A", LEGAL DESCRIPTION.

That part of Government Lot 4 in Section 1, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Northwest corner of Government Lot 3 in said Section 1, run South 1292 feet; thence East 197.2 feet; thence South 83° East 1288.15 feet; thence South 183.35 feet to the point of beginning of this description. From said point of beginning run South 99.15 feet; thence East 200 feet, more or less, to the waters of Lake Griffin; thence Northerly along and with the waters of said Lake to a point that is South 86°30' East of the point of beginning; thence North 86°30' West 195 feet to the point of beginning.

Together with an easement and way of necessity as set forth in that certain Final Judgment recorded in Official Records Book 541, Page 162, as amended in Official Records Book 700, Page 1717, of the Public Records of Lake County, Florida.



LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

VARIANCE STAFF REPORT
OFFICE OF PLANNING & ZONING

Tab Number:	10
Public Hearing Date:	July 14, 2026
Case No. and Project Name:	PZ2026-19, Operation Parachute
Commissioner District:	District 4 – Leslie Campione
Applicant(s):	Daniel & Melissa Reese
Owner(s):	Melissa Reese and Daniel A. Reese, wife and husband
Requested Action:	A variance to Land Development Regulations (LDR) Sections 10.01.01(E) to allow for the construction of an accessory structure to exceed the maximum height of the dwelling unit and or twenty-five (25) feet, whichever is greater and LDR 10.01.01(F) to allow for such accessory structure to be constructed in the front yard of the subject property in lieu of side or rear yards.
Case Manager:	Corey DeVogel, Planner I

Subject Property Information

Size:	5.05 +/- gross acres
Location:	19811 Eustis Airport Road, in the unincorporated Eustis area
Alternate Key No.:	3864030
Future Land Use:	Urban Low Density (Attachment “A”)
Current Zoning District:	Agriculture (A) District (Attachment “B”)
Flood Zone:	“X”
JPA/ISBA:	Eustis JPA
Overlay/Rural Protection Area:	Wekiva Study Area (Attachment “C”)
BMAP Location:	Ocklawaha & Middle St. Johns
Wildlife Corridor:	N/A

[Rest of page intentionally left blank]

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Urban Low Density	Agriculture "A"	Vacant Residential	Detached Garage
South	Urban Low Density	Agriculture "A"	Manufactured Home	Single-Family Residence
East	Urban Low Density	Agriculture "A"	Single Family	Single-Family Residence
West	Urban Low Density	Agriculture "A"	Manufactured Home	Single-Family Residence

– Summary of Request –

The subject parcel is identified by Alternate Key 3864030 and contains approximately 5.05 +/- gross acres. The subject parcel is zoned Agriculture (A) District; is designated with an Urban Low Density Future Land Use Category (FLUC) by the 2030 Comprehensive Plan; and is located within the Wekiva Study Area and City of Eustis Joint Planning Area. The subject parcel is developed with a 17-foot-tall mobile home and aluminum shed as shown on the Concept Plan (Attachment "D"). GIS maps indicate that the subject parcel is located within flood zone "X" and there is no indication that wetlands exist on the site.

The Applicant is requesting a variance to the following LDR Sections:

1. 10.01.01(E) to allow for the construction of a 35-foot tall 8,000 square-foot metal accessory building, to facilitate the storage of parachutes for Phantom Air Brigade, a non-profit organization, in lieu of the maximum allowable height of the dwelling unit or twenty-five (25) feet, whichever is greater.
2. A variance to LDR 10.01.01(F) to allow for the development of a 35-foot tall 8,000 square-foot metal accessory building in the front yard of the subject property in lieu of the requirement that accessory structures may only be allowed in the side or rear yard.

On January 26, 2026, the requested action was sent to the Public Work Department for review for a determination of consistency with applicable regulations, including flood and stormwater requirements. The subject property has no Special Flood Hazard Areas on it. The Public Works Department provided comments and conditions for this application. (Attachment "E").

On January 26, 2026, the requested action was sent to the Fire Safety Chief Plans Examiner for review for a determination of consistency with applicable regulations. The Chief Plans Examiner provided comments and conditions for the proposed variance. (Attachment "F").

The subject property is located within the City of Eustis Joint Planning Area (JPA), and the application was provided to the City of Eustis to review for a determination of consistency with their regulations. The City of Eustis had no comments (Attachment "G").

For background purposes, the current Impervious Surface Ratio (ISR) for the subject property is 1%. The proposed development will result in a maximum ISR of 4%. The maximum allowable ISR within

the Agriculture (A) District is 10%. The maximum allowable ISR win the Urban Low Density FLUC is 60%.

The Applicant provided a Project Narrative as shown on Attachment "H". In addition, the Applicant has indicated that the proposed accessory structure is to be used for storage of parachutes for Phantom Air Brigade, a non-profit organization. Staff must emphasize that the subject parcel is not to be used for commercial purposes without proper approvals.

Should the Board of County Commissioners approve this variance request, the Applicant will be required to obtain zoning and building permits to comply with Lake County Land Development Regulations.

– Staff Analysis –

LDR Section 14.15.02 states that variances will be granted when the person subject to a Land Development Regulation demonstrates that the purpose of the Land Development Regulation will be or has been achieved by other means, and when application of a Land Development Regulation would create a substantial hardship or would violate principles of fairness.

1. **The purpose of the Land Development Regulation will be or has been achieved by other means.**

   The intent of LDR Section 10.01.01, entitled *General Requirements for Accessory Structures*, is to regulate the installation, configuration, and use of Accessory and temporary Structures and uses in order to preserve the community and property values and to protect the community character.

   The Applicant provided the following statement as evidence that the intent of the Land Development Regulations will be or has been achieved by other means,

   The structure must be located at the **"front " right portion of the property** due to:
   - Existing well and electrical service located in that area
   - The location functioning as the **side/rear** of the existing residence
   - Avoidance of clearing mature and historically significant trees
   - The only road in and out is a **dead-end roadway** and happens to be at the opposite corner of the lot of the proposed structure reducing visibility and impact

   No reasonable alternative location exists on the site.

   Compatibility and Public Benefit

   Nearby properties contain **metal accessory structures and mobile homes**, including structures near or on property lines and easments (see attachment). The proposed building, finished in neutral earth-tone colors, will blend with the surrounding area and will not negatively impact neighborhood character. Approval of this request supports a **local nonprofit** that provides ceremonial and community services for public events and represents the **minimum relief necessary** to allow reasonable use of the property.

   Analysis: With the multiple items listed in the narrative, and the proposed concept, the proposed location could possibly be altered to be further into the rear of the property, if reduced in size.

2. **The 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.**

   The Applicant provided the following statement as evidence that the principle of fairness would be violated if the variance isn't approved,

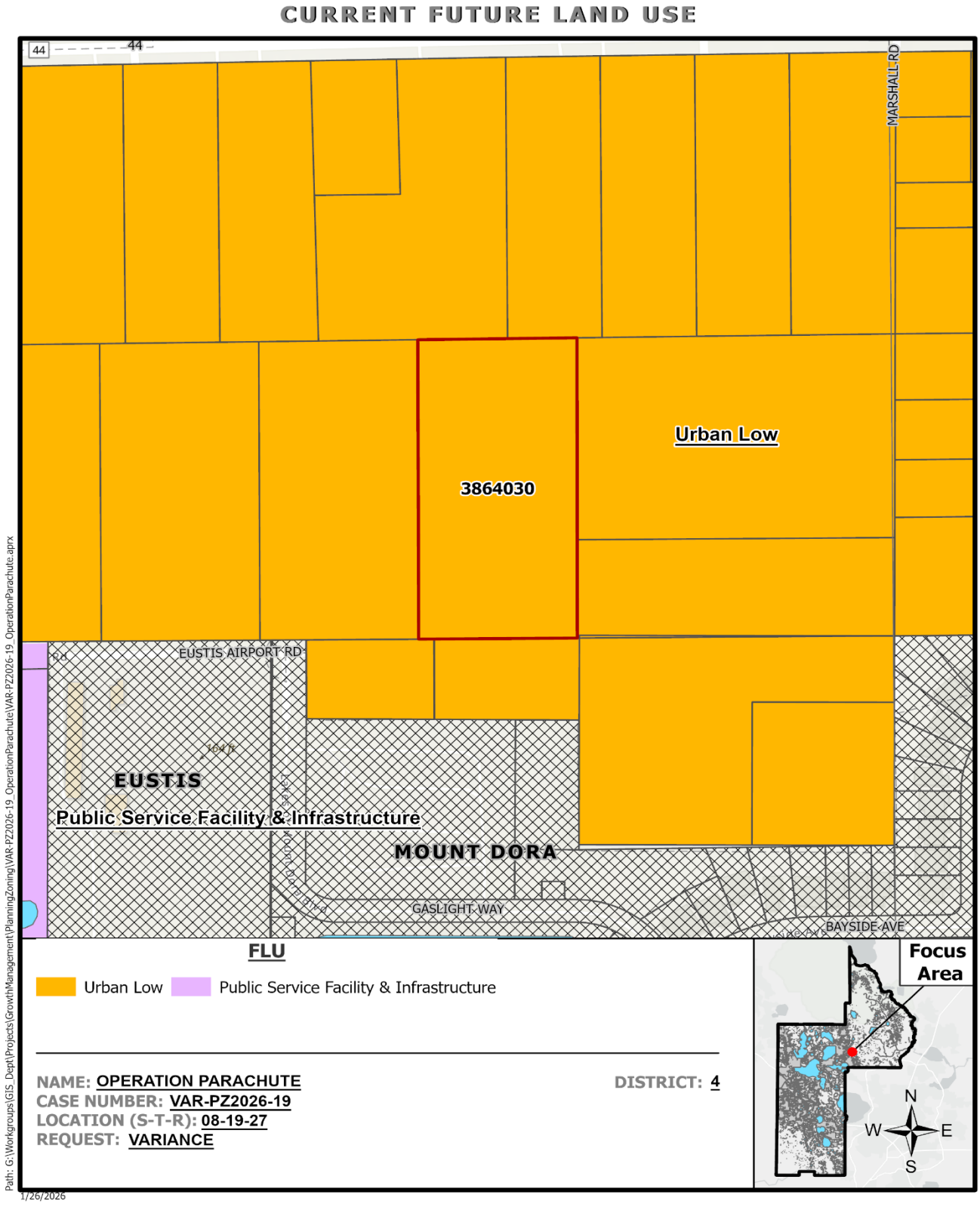
   Variance Request and Hardship

   The request relates to **Sections 10.01.01(E) and (F)** governing accessory structure height and placement. Strict compliance would create a **practical hardship** unique to the property. The proposed height is **necessary** to safely suspend and dry full-length parachutes; a lower structure would make the building unusable for its intended nonprofit purpose. This hardship is not self-created and cannot be resolved through alternative design.

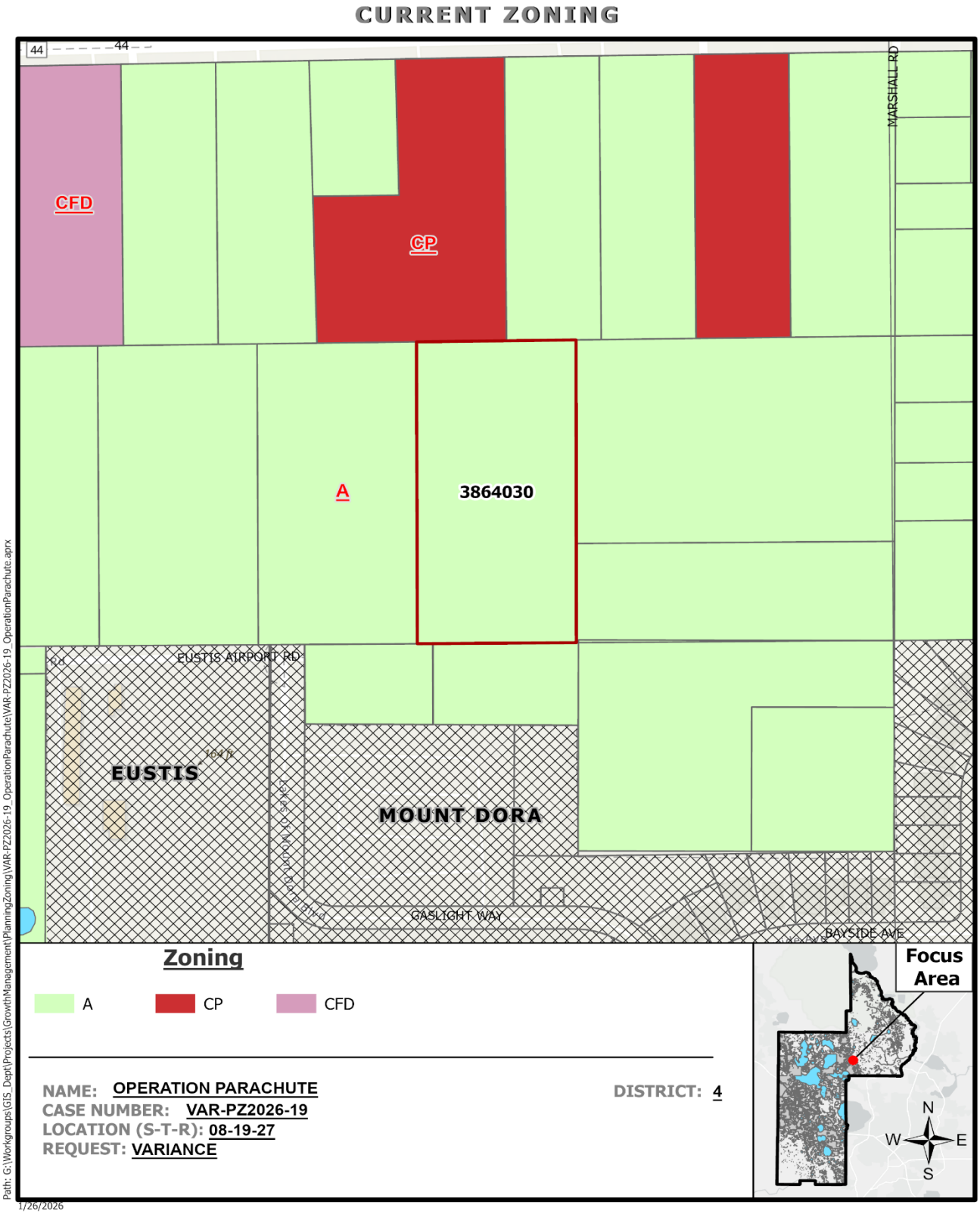
   Height compatibility has already been established. A **60-foot cell tower was previously approved** on the property, and existing mature trees exceed the height of the proposed structure, demonstrating that the requested height is compatible with the area.

Analysis: There does not appear to be any approved communication tower for the subject property, within Lake County records. The subject property is in close proximity to an airfield and properties, which are located within the City of Eustis. There may be a communications tower in close proximity to the subject property.

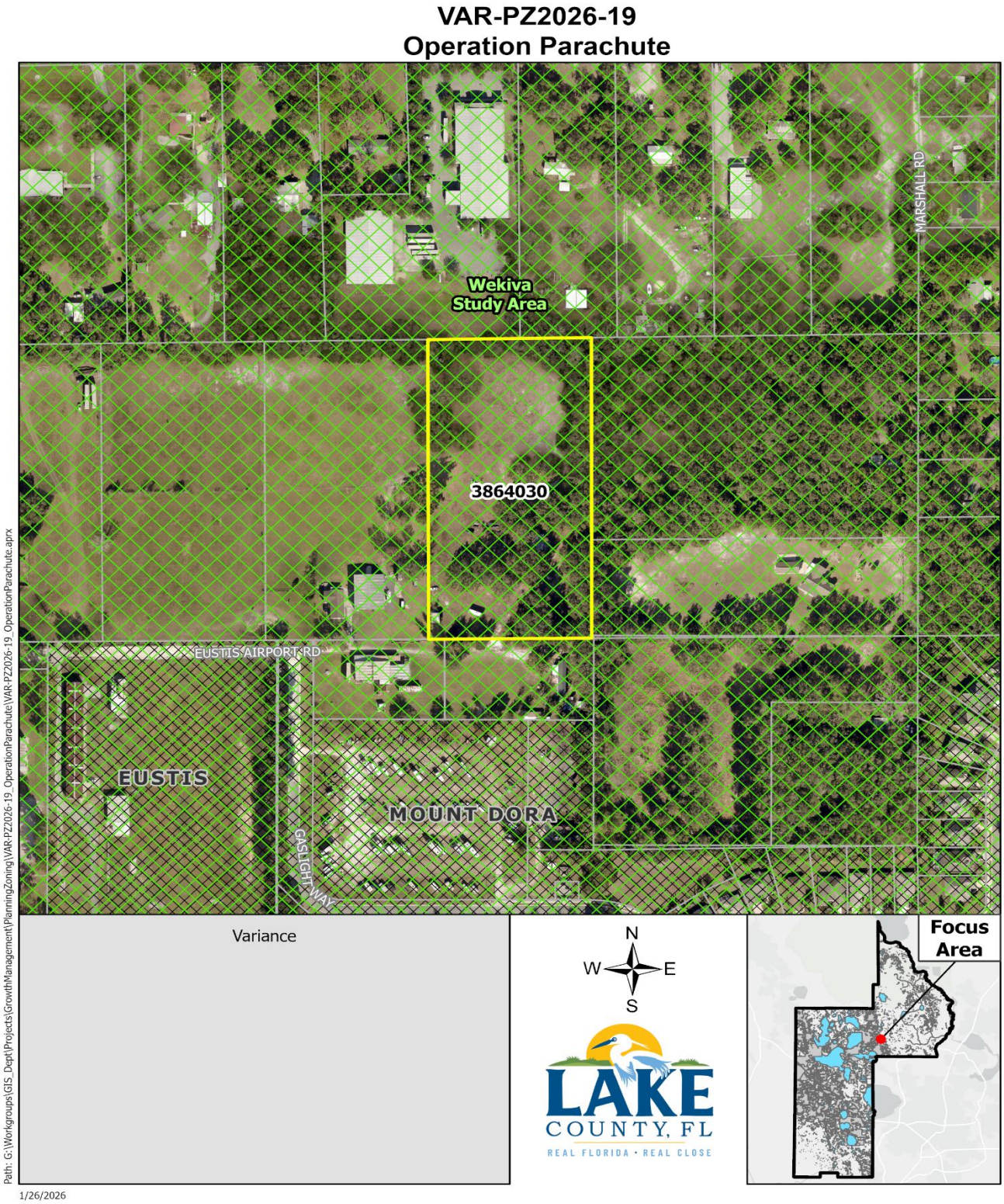
Attachment "A" – Future Land Use Map



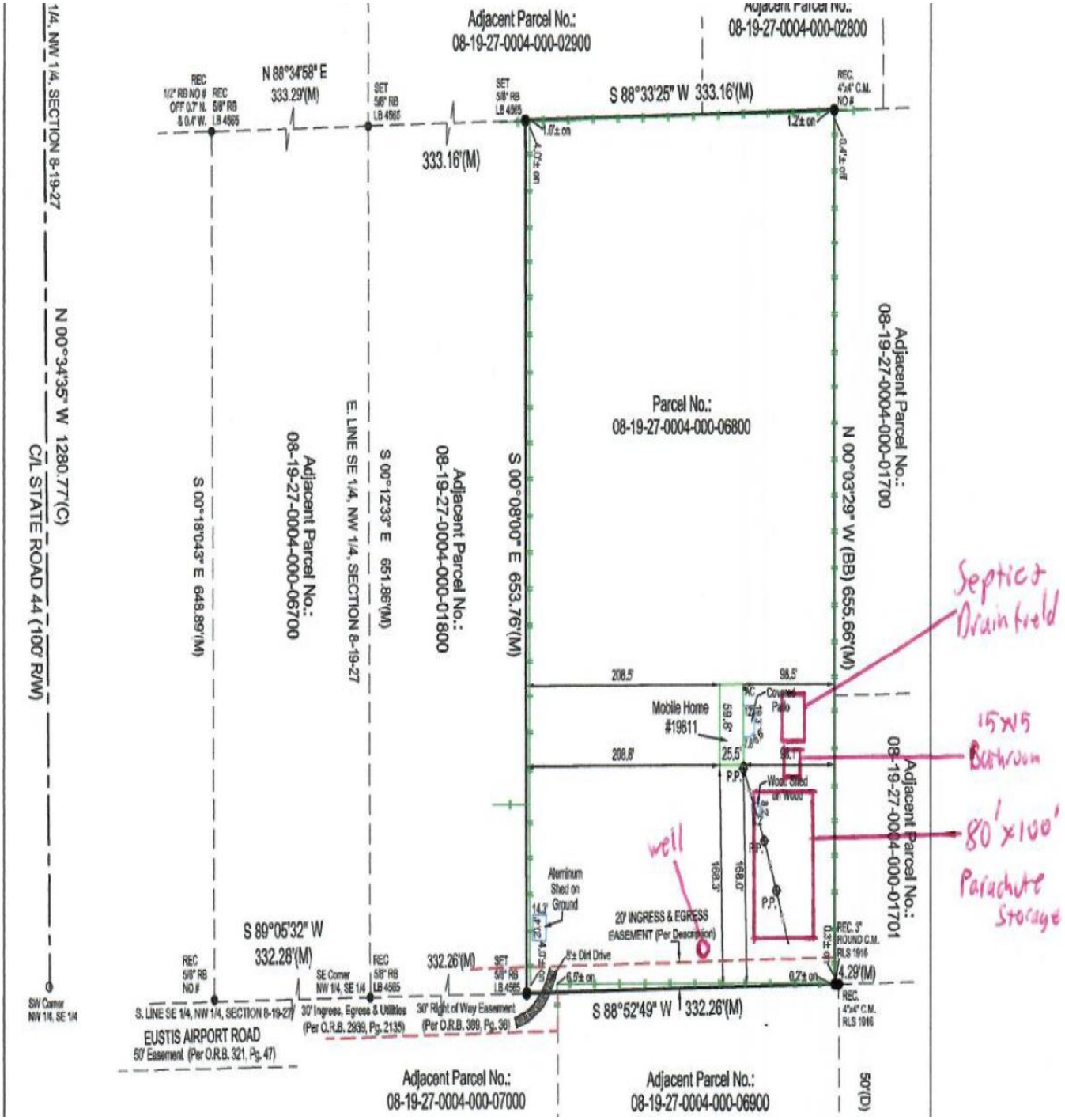
Attachment "B" – Zoning Map



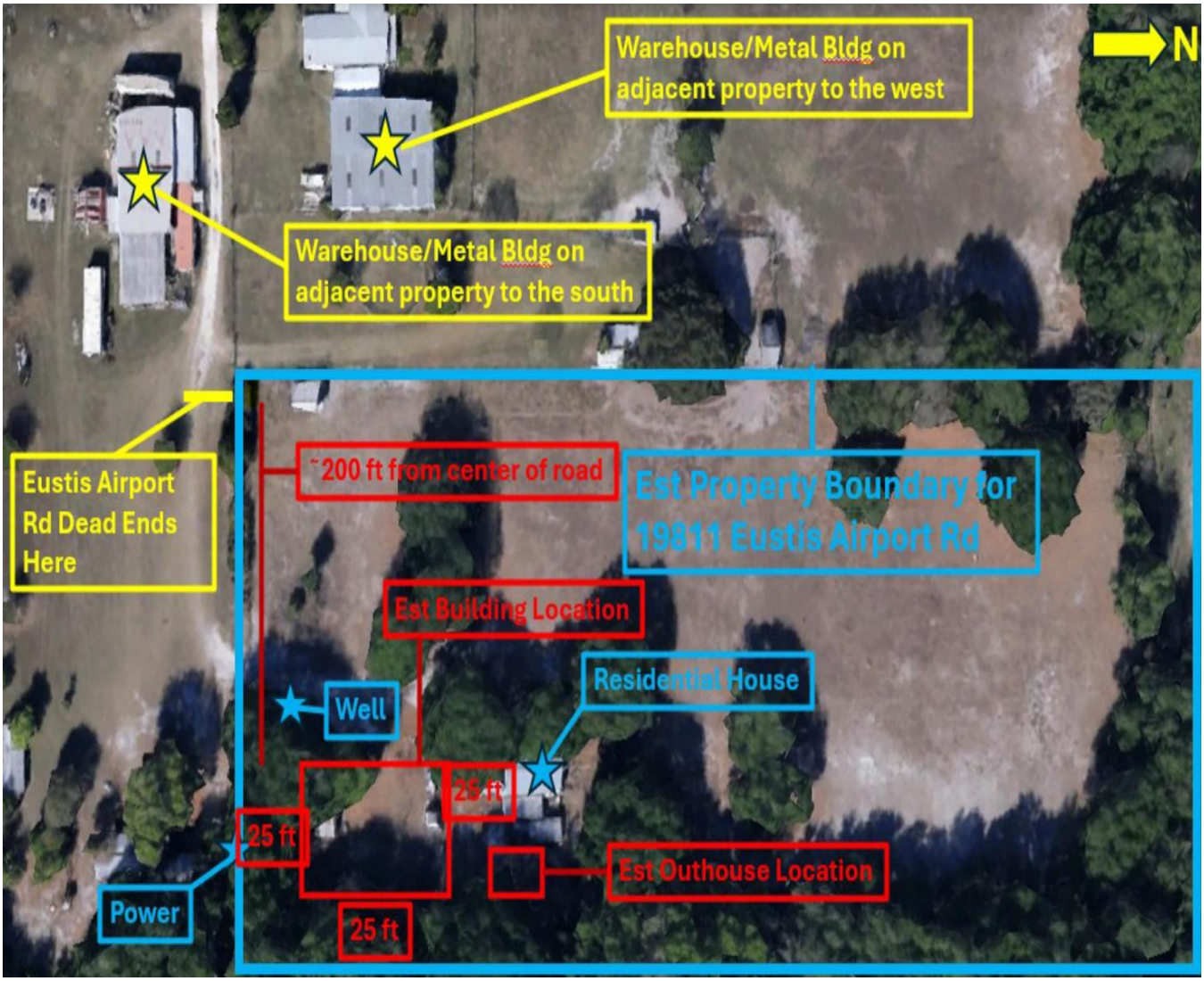
Attachment "C" – Overlay District Map



Attachment "D" – Concept Plan



Attachment "D" – Concept Plan



Attachment "E" – Public Works

Public Works engineering has no comments for the variance.

Condition if the BOA approved the variance.

1. A minimum of 5 ft. setback from the building wall and the east and south side of the property line is required to accommodate drainage.

Respectfully,

Ryan Dongalo, *EI*
Development Engineer

PUBLIC WORKS DEPARTMENT
Engineering Division

A P.O. Box 7800 Tavares, FL 32778
P 352-253-9035 | **F** 352-253-9065
E ryan.dongalo@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: Dongalo, Ryan
Sent: Tuesday, February 17, 2026 4:17 PM
To: DeVogel, Corey <corey.devogel@lakecountyfl.gov>
Cc: Lynch, Seth <seth.lynch@lakecountyfl.gov>
Subject: RE: Review Request | Operation Parachute | Variance | AK 3864030 | AR 6346 | PZ2026-19

Attachment "E" – Public Works

RE: Review Request | Operation Parachute | Variance | AK 3864030 | AR 6346 | PZ2026-19

From Bursa, Karl <karl.bursa@lakecountyfl.gov>
Date Mon 1/26/2026 8:57 AM
To DeVogel, Corey <corey.devogel@lakecountyfl.gov>
Cc Dongalo, Ryan <ryan.dongalo@lakecountyfl.gov>; Lynch, Seth <seth.lynch@lakecountyfl.gov>

Corey:

There is no SFHA on this property. As a result, Flood has no comments on or objections to this Application.

Thanks.

KARL W. BURSA, *AICP, CFM*
Public Works Operations Manager

PUBLIC WORKS
A 27351 State Road 19 Tavares, FL 32778
P 352-253-9080 | F 352-253-9086
E karl.bursa@lakecountyfl.gov | W www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

Attachment "F" – Fire Safety Conditions

RE: Review Request | Operation Parachute | Variance | AK 3864030 | AR 6346 | PZ2026-19

From Yanes, Elisa <elisa.yanes@lakecountyfl.gov>
Date Mon 3/23/2026 12:42 PM
To DeVogel, Corey <corey.devogel@lakecountyfl.gov>
Cc Stephens, Summer <summer.stephens@lakecountyfl.gov>

Good afternoon Corey,

Fire comments below:
Site plan will be Required to be submitted if variance is approved. Site plan will be required to show Fire department access and Water supply for fire protection (ie: fire hydrants within 400' on same side of the road) per Lake County LDR's and the Florida fire prevention code. Site plan will also be required to state, there are no events proposed at this location as stated on the response letter.

Thank you,

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

ELISA YANES
Chief Fire Plans Reviewer/Inspector

OFFICE OF BUILDING SERVICES
Board of County Commissioners

A 315 W. Main St. Suite 511 Tavares, FL 32778

Attachment "G" – City of Eustis

RE: Review Request | Operation Parachute | Variance | AK 3864030 | AR 6346 | PZ2026-19

From Lane, Mike <LaneM@Eustis.Org>
Date Wed 2/25/2026 3:46 PM
To DeVogel, Corey <corey.devogel@lakecountyfl.gov>

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Corey:

I had previously read the application/request but just needed to see where it was located.

After this review, we have no further concerns. Thanks again for the inclusion.

Best regards,
Mike

Mike Lane, AICP
Director
Development Services
City of Eustis

Attachment "H" – Narrative

Variance Description and Development Request

Accessory (Subordinate) Metal Building

The property owner requests approval of a variance to construct a **35-foot-tall, 80 ft x 100 ft metal accessory building**for the sole purpose of storing, hanging, and drying parachutes for **Phantom Airborne Brigade**, a local nonprofit organization. The storage space will be donated by the owner and supports community events held throughout the **City of Eustis and the Tri-City area.**

Variance Request and Hardship

The request relates to **Sections 10.01.01(E) and (F)** governing accessory structure height and placement. Strict compliance would create a **practical hardship** unique to the property. The proposed height **is necessary** to safely suspend and dry full-length parachutes; a lower structure would make the building unusable for its intended nonprofit purpose. This hardship is not self-created and cannot be resolved through alternative design.

Height compatibility has already been established. A **60-foot cell tower was previously approved** on the property, and existing mature trees exceed the height of the proposed structure, demonstrating that the requested height is compatible with the area.

Location and Site Constraints

The structure must be located at the **"front " right portion of the property** due to:

- Existing well and electrical service located in that area
- The location functioning as the **side/rear** of the existing residence
- Avoidance of clearing mature and historically significant trees
- The only road in and out is a **dead-end roadway** and happens to be at the opposite corner of the lot of the proposed structure reducing visibility and impact

No reasonable alternative location exists on the site.

Compatibility and Public Benefit

Nearby properties contain **metal accessory structures and mobile homes,** including structures near or on property lines and easments (see attachment). The proposed building, finished in neutral earth-tone colors, will blend with the surrounding area and will not negatively impact neighborhood character. Approval of this request supports a **local nonprofit** that provides ceremonial and community services for public events and represents the **minimum relief necessary** to allow reasonable use of the property.

Response Letter

Office of Planning and Zoning

Reviewer: Corey DeVogel, Planner I, Email: Corey.DeVogel@lakecountyfl.gov, Phone No.: (352) 343-9733

1. In addition to the requested variance, the proposed request may also require a variance to LDR Table 3.02.05 for
the side-yard and/or rear-yard setbacks.
To facilitate the required information, please indicate the distances of the proposed structure from the front and
side property line on the Concept Plan.
The proposed metal building has been positioned on the Concept Plan to comply with the standard setback requirements outlined in LDR Table 3.02.05. The building location provides adequate separation from all property lines.
As indicated on the Concept Plan, the proposed structure maintains the following approximate setbacks:
• Front: 100 feet or more from the centerline of the roadway
• Side Property Line(s): 25 feet minimum
These setbacks are consistent with the standard dimensional requirements for the zoning district and are intended to ensure compliance without the need for additional variances related to side-yard or rear-yard setbacks. The Concept Plan will be updated to clearly label these setback dimensions for staff review.
2. Melissa Reese and Daniel A. Reese are the indicated owners of the subject property. Based upon the application
provided, there appears to be no completed Owner Affidavit. Nor does there appear to be a completed Applicant. ALREADY DONE
Affidavit indicating Daniel and Melissa Reese as the applicant, as noted on the submitted application. ALREADY DONE
An Applicant affidavit and Owner affidavit are attached as enclosures.
3. Please confirm if any events will be held on the subject parcel. There will be no events.
This can be provided via email.
NOTE: Should events be held on the subject parcel, a Conditional Use Permit review and approval may be
required.

Response Letter

Reviewer: Elisa Yanes, Email: Elisa.Yanes@lakecountyfl.gov, Phone No.: (352) 343-9653
Reviewer: Summer Stephens, Email: Summer.Stephens@lakecountyfl.gov, Phone No.: (352) 343-9653
1. Is this property residential? Yes
2. What is the distance from all structures? 20–30 feet minimum
3A. Why are there bathrooms? These activities often involve several individuals working outdoors and becoming dirty in the process, it is not practical or appropriate for individuals to use the restroom facilities located within the residence. Providing restrooms within the accessory structure ensures adequate sanitation, convenience, and privacy for both the property owner and those assisting with these activities.
3B. Is this building proposed to be used for events? As well as hanging parachutes? Hanging parachutes only. NO EVENTS
4. Narrative says on a dead end road, will they be adding a cul-de-sac for fire apparatus turn-a-round? Although the road is described as a dead-end road, the local fire department station is located on the same roadway and emergency vehicles regularly travel this route. Due to this existing condition, fire apparatus have historically had adequate opportunities to maneuver and turn around in the area.
The roadway also provides access to the municipal airport located along the same street, which requires regular access for service and emergency vehicles. As a result, the surrounding properties consist of large acreage parcels with wide, open, and well-compacted areas that have historically allowed fire apparatus and other large vehicles sufficient space to turn around when necessary.Based on the existing conditions and long-standing use of the roadway by emergency services, fire apparatus have adequate access and maneuverability within the area without the need for construction of a dedicated cul-de-sac.

5A. Are there any existing fire hydrants in the area? Yes, see above answer.

5B. How will the building be protected? Ie: automatic fire sprinkler etc.Fire protection for the proposed structure will be designed and installed in accordance with all applicable requirements of the Florida Building Code and any local fire safety regulations. Specific fire protection measures, including whether an automatic fire sprinkler system or other fire suppression systems are required, will be determined during the building permit and construction plan review process.

Detailed building plans prepared by the appropriate design professionals will identify all required fire protection systems and life safety features to ensure full code compliance. Approval of the requested variance is being sought prior to finalizing and committing to detailed building design and fire protection system requirements.

6. Will a site plan be submitted if variance approved? If requested during the appropriate time.

Wekiva Response

A. Protection of Natural Resources

1. Water Quantity, Water Quality, and Hydrology of the Wekiva River System

The proposed activity will not adversely impact the water quantity, water quality, or natural hydrology of the Wekiva River System. The project will maintain natural drainage patterns and will not introduce any activities that would alter groundwater recharge, increase pollutant loading, or disrupt existing hydrologic conditions. Stormwater will be managed in accordance with applicable state and local regulations to ensure that runoff does not degrade water quality or increase discharge into the river system.

2. Wetlands Associated with the Wekiva River System

No direct or indirect impacts to wetlands associated with the Wekiva River System are proposed. All wetlands will be avoided and preserved in their natural state. The project design maintains appropriate buffers and avoids any filling, dredging, or alteration of wetland areas.

3. Aquatic and Wetland-Dependent Wildlife Species

The proposed activity will not adversely affect aquatic or wetland-dependent wildlife species associated with the Wekiva River System. Existing habitat conditions will be preserved, and no activities are proposed that would disturb, displace, or degrade wildlife habitat.

4. Habitat of Protected Species

The project will not negatively affect habitat within the Wekiva River Protection Area for species designated pursuant to Rules 39-27.003, 39-27.004, and 39-27.005 of the Florida Administrative Code. Development will avoid sensitive habitat areas and will maintain natural land cover sufficient to support any species that may occur on or near the property.

5. Native Vegetation

Native vegetation within the Wekiva River Protection Area will be preserved to the maximum extent practicable. Any necessary clearing will be minimal and limited to areas required for the proposed use, while maintaining the overall natural character of the site.

B. Consistency with Applicable Provisions

1. Preservation of Habitat for Protected Species

The project will preserve sufficient habitat areas necessary for feeding, nesting, roosting, and resting for species designated pursuant to Rules 39-27.003, 39-27.004, and 39-27.005 of the Florida Administrative Code. Development will be located in a manner that avoids sensitive habitats and maintains ecological functionality.

2. Clearing of Native Vegetation within the 100-Year Floodplain

Clearing within the 100-year floodplain will be avoided to the greatest extent practicable. Where limited clearing may be necessary, it will be conducted in a manner that maintains floodplain functionality and prevents erosion or sedimentation.

Wekiva Response

3. Rural Character

The proposed development will maintain the rural character of the Wekiva River Protection Area by utilizing low-intensity land use and preserving natural vegetation and open space.

4. Low-Density Development

The project is consistent with the requirement that development within the Wekiva River Protection Area be low-density in nature. The proposed use will not result in impacts greater than those typically associated with low-density residential development.

5. Setbacks Along the Wekiva River

Appropriate setbacks from the Wekiva River System will be maintained consistent with Section 373.415, Florida Statutes, and applicable local government requirements.

6. Development Adjacent to Public Lands

Any development adjacent to publicly owned lands will be designed to avoid adverse impacts to those lands, including maintaining buffers and limiting intensity of use.

7. Filling and Alteration of Wetlands

The proposed activity does not include filling or alteration of wetlands within the Wekiva River Protection Area.

8. Clustering of Residential Development

Where applicable, residential structures will be clustered to minimize disturbance to environmentally sensitive areas and to preserve natural habitat and open space.

9. Rural Density and Character

The proposed development will maintain rural density and preserve the natural landscape consistent with the intent of the Wekiva River Protection Area regulations.

10. Distance from Surface Waters and Wetlands

Development will be located as far as practicable from surface waters and wetlands associated with the Wekiva River System in order to minimize potential environmental impacts.

11. Protection Zones and Subdivision

The property will not be subdivided in a manner that interferes with protection zones established pursuant to Section 373.415, Florida Statutes, or with any applicable setbacks from surface waters within the Wekiva River System.

12. Septic Systems and Stormwater

Any septic tanks and drain fields will be located outside of environmentally sensitive areas and will comply with all applicable regulations regarding placement within the 100-year floodplain. Stormwater will be managed in accordance with applicable regulatory standards to ensure that no adverse discharges occur to the Wekiva River System.

Wekiva Response

Overall Conclusion

The proposed activity is designed and will be implemented in full compliance with all applicable environmental regulations governing the Wekiva River Protection Area. The project will avoid impacts to wetlands, native vegetation, wildlife habitat, and water resources, ensuring that no aspect of the development jeopardizes the ecological integrity or rural character of the Wekiva River System.

Warranty Deed

INSTRUMENT#: 2024031561 OR BK 6301 PG 1706 PAGES: 2 3/19/2024 9:55:13 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $18.50 DEED DOC:$1820.00

Prepared by and return to:
Hannah Wolcott
Magnolia Closing Co
2703 Kurt Street
Eustis, FL 32726
(352) 354-2575

File No 1-24-10044

Total Consideration: 260,000.00

Parcel Identification No 08-19-27-0004-000-06800

[Space Above This Line For Recording Data]

WARRANTY DEED

This indenture made the 12 day of March 2024 between **Pamela Janeen Colmenero and Juan Carlos Colmenero, wife and husband**, whose post office address is **13813 North Edison Avenue, Tampa, FL 33613,** Grantors, to **Melissa Reese and Daniel A. Reese, wife and husband**, whose post office address is **1235 Sylvan Drive, Mount Dora, FL 32757,** Grantees:

Witnesseth, that said Grantors, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantors in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantees, and Grantees' heirs and assigns forever, the following described land, situate, lying and being in Lake, Florida, to-wit:

The East 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 27 East, Lake County, Florida,

Less and except the Right of Way of Eustis Airport Road.

Together with easements for ingress and egress over the South 20 feet thereof,

Subject to Easements as recorded in Official Records Book 389, Page 36-37, Official Records Book 2939, Page 2135, Official Records Book 1051, Page 2399 and Official Records Book 321, Page 447.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantors hereby covenant with the Grantees that the Grantors are lawfully seized of said land in fee simple, that Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

Warranty Deed

In Witness Whereof, Grantors have hereunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS Signature

WITNESS Printed Name

3817 E Miller Ave Tampa FL 33604
WITNESS address

WITNESS Signature

WITNESS Printed Name

8017 N 56th Street #291696
WITNESS address Tampa, FL 33617

Pamela Janeen Colmenero

Juan Carlos Colmenero

STATE OF FLORIDA
COUNTY OF ~~LAKE~~ HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 7 day of MARCH, 2024, by Pamela Janeen Colmenero and Juan Carlos Colmenero.

Signature of Notary Public

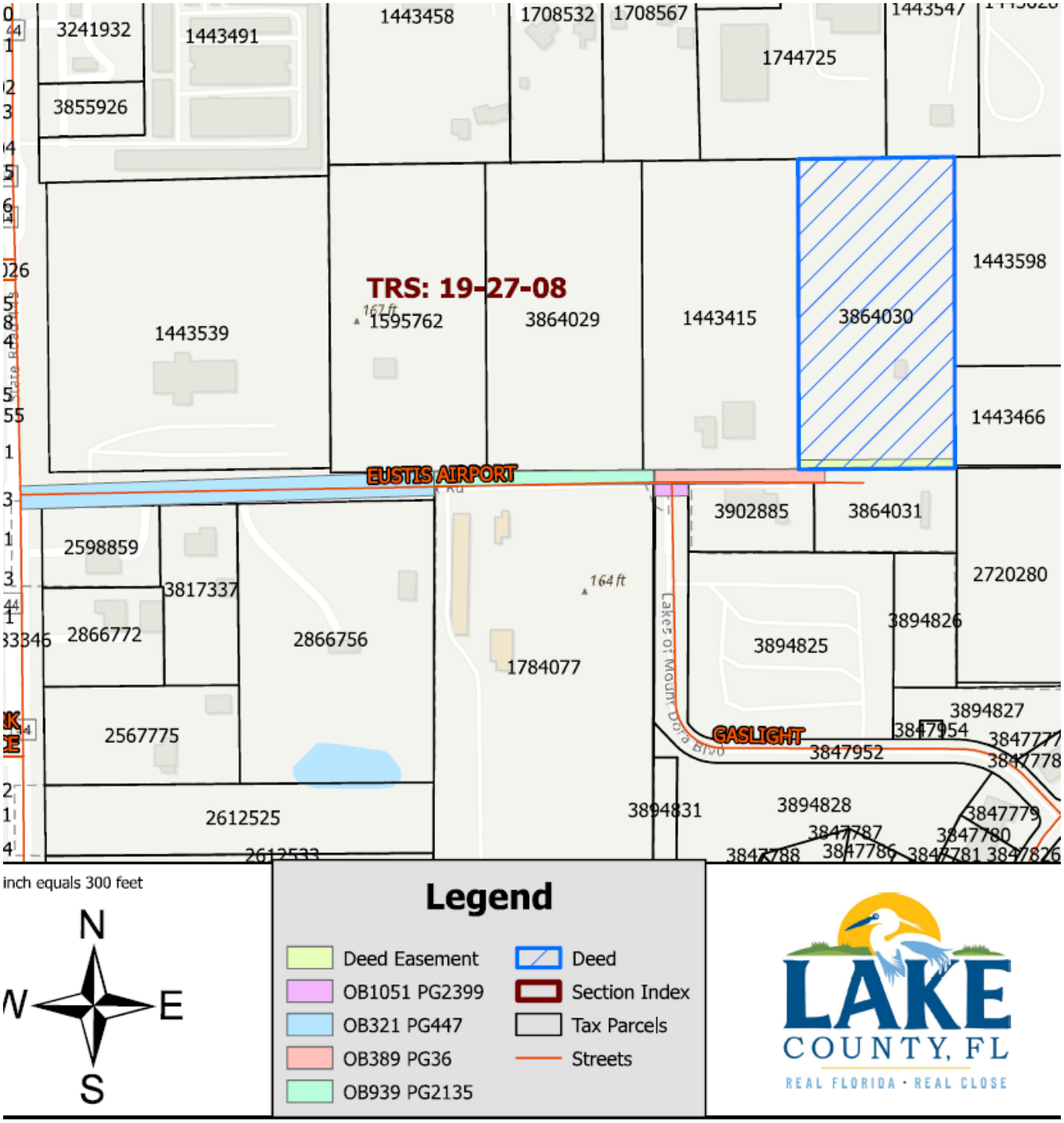
Print, Type/Stamp Name of Notary

Personally Known: ____ OR Produced Identification: X

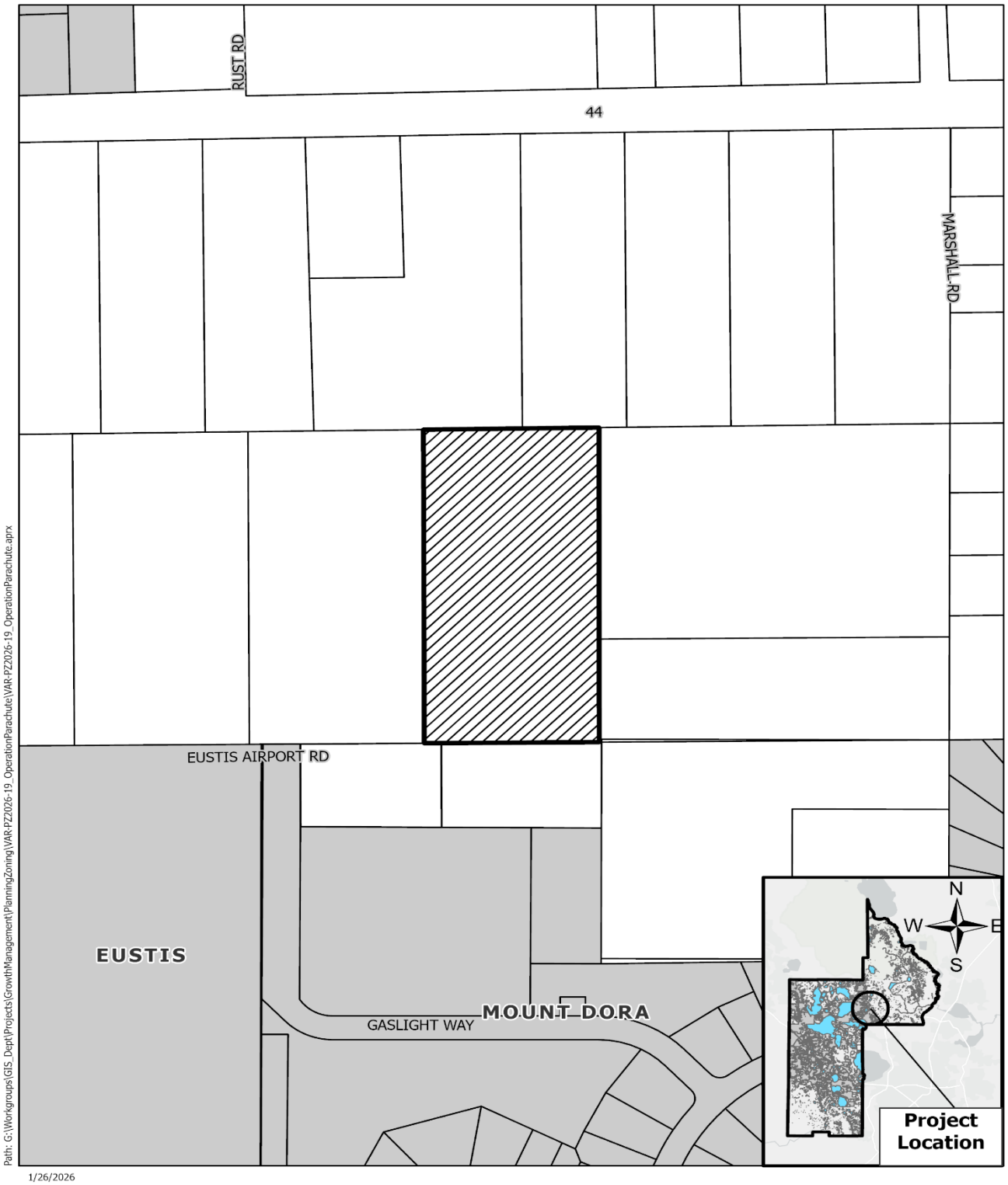
Type of Identification Produced: DRIVER LICENSES

JANCI DORSEY
Notary Public - State of Florida
Commission # HH 11817
My Comm. Expires Jun 17, 2024

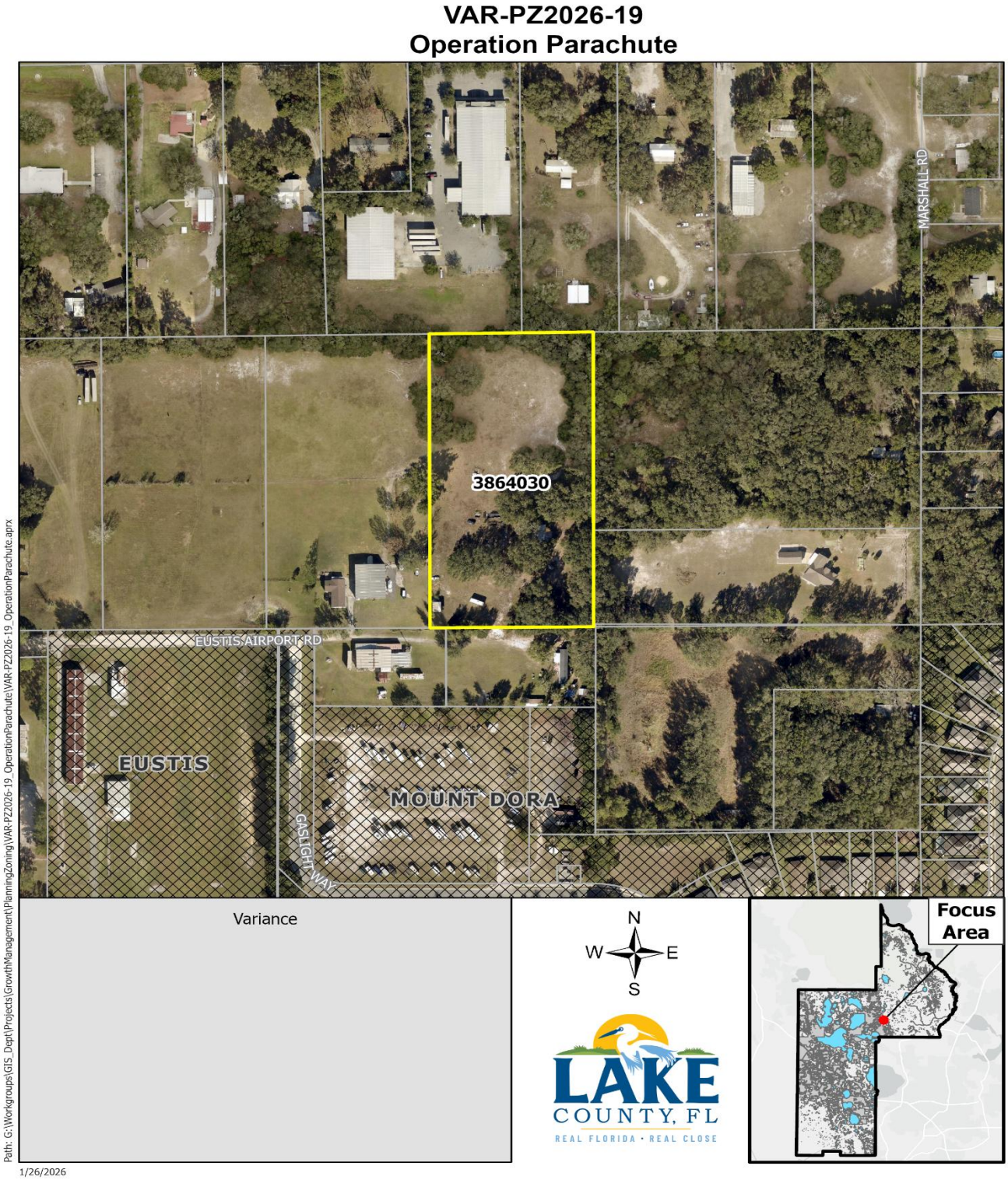
Warranty Deed Legal Runout



Map of Subject Property



Aerial Map of Subject Property



FINAL DEVELOPMENT ORDER 2026-____

(PZ2026-19 / AR 6346)

WHEREAS, Daniel & Melissa Reese (the "Applicant") requested a variance on behalf of Melissa Reese and Daniel A. Reese, wife and husband (the "Owner"), to Land Development Regulations (LDR) Section 10.01.01(E) to allow for the construction of an accessory structure to exceed the maximum height of the dwelling unit and or twenty-five (25) feet, whichever is greater and LDR 10.01.01(F) to allow for such accessory structure to be constructed in the front yard of the subject property in lieu of side or rear yards.; and

WHEREAS, the subject property consists of approximately 5.05 +/- acres located at 19811 Eustis Airport Road, in the unincorporated Eustis area in Section 08, Township 19 South, Range 27 East, identified by Alternate Key Number 3864030, and more particularly described in Exhibit "A" – Legal Description; and

WHEREAS, after giving notice of a hearing on a petition for a variance to the Lake County Land Development Regulations, including notice that the request for a variance would be presented to the Board of County Commissioners of Lake County, Florida, on July 14, 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised.

DONE AND ORDERED by the Board of County Commissioners of Lake County, Florida, that:

1. **Variance Granted:** The following variances to Land Development Regulations (LDR) are hereby granted:
    a. Section 10.01.01(E) to allow for the construction of an accessory structure to exceed the maximum height of the dwelling unit and or twenty-five (25) feet, whichever is greater. The structure shall not exceed thirty-five (35) feet in height.
    b. Section 10.01.01(F) to allow for such accessory structure to be constructed in the front yard of the subject property in lieu of side or rear yards.

2. **Conditions:** The variances granted above are subject to the following requirements/conditions:
    a. A site plan approval is required. The site plan will be required to show fire department access and water supply for fire protection (i.e., fire hydrants within 400' on same side of the road) per the LDR and the Florida Fire Prevention Code. The site plan must also include a statement that there shall be no events held on this property.
    b. The site plan and construction must preserve a five (5) foot minimum setback to accommodate drainage from the building wall and the east and south side of property line.
    c. A separate zoning and building permit will be required before any construction can begin.
    d. The appropriate tree removal permits will be required if any trees are to be removed prior to development. Removal of Heritage Trees, if any, is prohibited unless it poses a danger to persons or property. The development must be designed around

existing Heritage Trees unless a variance has been granted by the Board of County Commissioners, or its successor.

e. The accessory structure subject to this variance shall not be used as a commercial event venue nor be used to conduct business for the Phantom Air Brigade, a non-profit organization, other than for the storage of parachutes.

3. **No Estoppel:** Approval of this variance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

This_____ day of_____, 2026.

APPROVED AS TO FORM AND LEGALITY:

_____
MELANIE MARSH, COUNTY ATTORNEY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order has been furnished by U.S. Mail to _____ on this _____ day of _____, 2026.

_____
Name: Eva Lora

Title: _____

Pursuant to Section 286.0105, Florida Statutes, if any person desires to appeal any decision with respect to a matter considered at a public meeting or hearing of the Board of County Commissioners, such person will need a record of the proceedings, and such person may need to ensure that a verbatim record for such purpose is made, which record includes the testimony and evidence upon which the appeal is based.

A final administrative order of the Board of County Commissioners may be appealed to the Circuit Court in Lake County, Florida. Such an appeal shall be filed within thirty (30) days of the execution of this Order. Those filing an appeal for an administrative order must comply with all applicable Florida Rules of Appellate Procedure.

EXHIBIT "A", LEGAL DESCRIPTION.

The East 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 27 East, Lake County, Florida,

Less and except the Right of Way of Eustis Airport Road.

Together with easements for ingress and egress over the South 20 feet thereof,

Subject to Easements as recorded in Official Records Book 389, Page 36-37, Official Records Book 2939, Page 2135, Official Records Book 1051, Page 2399 and Official Records Book 321, Page 447.



VARIANCE STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number:	11
Public Hearing Date:	July 14, 2026
Case No. and Project Name:	PZ2026-37, Osprey Pointe Lot 9
Commissioner District:	District 1 - Sabatini
Applicant(s):	Thomas Shaffer
Owner(s):	Thomas B Shaffer and Tracey L Bryant
Requested Action:	A variance to Land Development Regulations (LDR) 9.02.12, entitled *Heritage Trees,* to allow the removal of one (1) heritage tree to facilitate the construction of a single-family residence.
Case Manager:	Cristina Garrido, MPA, Planner II

Subject Property Information

Size:	1.54 +/- net acres
Location:	Osprey Pointe Blvd Clermont, FL 34711
Alternate Key No.:	3614623
Future Land Use:	Urban Low Density (Attachment “A”)
Current Zoning District:	Medium Residential (R-3) District (Attachment “B”)
Flood Zone(s):	“AE” and “X” (Attachment “C”)
JPA/ISBA:	Clermont JPA
Overlay/Rural Protection Area:	N/A
BMAP Location:	Ocklawaha
Wildlife Corridor	N/A

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	N/A	N/A	Body of Water	Lake Minnehaha
South	Urban Low Density	Medium Residential (R-3) District	Vacant Residential	Osprey Pointe Subdivision Lot 47
East	Urban Low Density	Medium Residential (R-3) District	Vacant Residential	Osprey Pointe Subdivision Lot 10
West	Urban Low Density	Medium Residential (R-3) District	Open Space	Park

– Summary of Request –

The subject parcel is identified by Alternate Key Number 3614623 and contains approximately 1.54 +/- net acres. The subject parcel is zoned as Medium Residential (R-3) District and is designated with an Urban Low Density Future Land Use Category (FLUC) by the 2030 Comprehensive Plan. The subject property has Special Flood Hazard Areas on it as shown on the Floodplain Map (Attachment "C"). GIS maps indicate that the subject parcel is located within flood zones "AE" and "X", there is indication that wetlands exist on the site. The subject parcel is vacant, there is a large conservation easement, and drainage and upland buffer as shown on the Plot Plan (Attachment "D"). In addition, the Applicant has depicted the heritage tree on the Plot Plan.

The Applicant is requesting a variance to LDR Section 9.02.12, entitled *Heritage Trees,* to allow the removal of one (1) heritage tree to facilitate the construction of a single-family residence. LDR Section 9.02.12 prohibits the removal of Heritage Trees unless a variance is granted by the Board of County Commissioners.

On February 19, 2026, the requested action was sent to the Public Works Department, the Water Resources Floodplain Manager, and the Building Services Chief Fire Plans Reviewer/Inspector for a determination of consistency with their regulations.

- The Public Works Department had no objections or comments.
- Chief Fire Plans Reviewer/Inspector had no comments.
- Floodplain Management Staff had the following comments:

1. *Floodplain Management staff notes that a substantial portion of this property is located in the Special Flood Hazard Area. The tree in question is dead center of the available upland area that the Applicant would be required to construct on per Lake County Land Development Regulations Section 14.20.01(5), severely limiting the size and type of construction on this property. Based on Staff's review of the available area outside the SFHA, any proposed structure would need to be sited behind the tree, which would limit the total footprint of any structure to less than 2700 square feet.*
2. *Floodplain Management staff notes that Section 14.20.01(5) requires construction on the upland portion of the property outside the SFHA; and removing the tree in question will add flexibility to the location, style, and size of construction.*

3. *With that said, Floodplain Management Staff has no objection to the issuance of this variance.*

The subject property is located within the City of Clermont Joint Planning Area (JPA) and the application was provided to the City of Clermont to review for a determination of consistency with their regulations. The City of Clermont had the following comment on this application (Attachment "E"):

1. *The City would not oppose this if Lake County decides to approve the variance request.*

The Applicant provided a Project Narrative as shown on Attachment "F".

Should the Board of Adjustment approve this variance request, the Applicant will be required to obtain zoning and building permits to comply with Lake County Land Development Regulations.

– Staff Analysis –

LDR Section 14.15.02 states that variances will be granted when the person subject to a Land Development Regulation demonstrates that the purpose of the Land Development Regulation will be or has been achieved by other means, and when application of a Land Development Regulation would create a substantial hardship or would violate principles of fairness.

1. **The purpose of the Land Development Regulation will be or has been achieved by other means.**

   The intent of LDR Section 9.02.12, entitled *Heritage Trees*, is to acknowledge the existence of certain trees within the County that are significant or unique due to factors such as age, size, historic significance or type and to protect such trees through their designation as Heritage Trees.

   The Applicant provided the following statement as evidence that the intent of the Land Development Regulations will be or has been achieved by other means, *"Per 9.02.07(4), the location of the tree restricts use of the property consistent with all other County and State codes, statutes, ordinances, and resolutions, and site location modifications are not feasible or reasonable, i.e. the development of a single family home".*

   Analysis: There is no possibility for the tree to remain in place if the property is developed with the proposed single-family residence. Due to the presence of a 318' +/- conservation easement and a thirty-five (35) foot drainage easement and uplands buffer, the tree is located in the center of the buildable area of the subject property. The Applicant would be unable to construct a single-family residence while maintaining the required front setback of twenty-five (25) feet from the right-of-way (Osprey Pointe Boulevard), the required side setback of five (5) feet from the boundary line for single family residential buildings in the Medium Residential (R-3) District, and the required fifty (50) foot setback from the jurisdictional wetland line.

2. **The 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.**

   The Applicant provided the following statement as evidence that the principle of fairness would be violated if the variance isn't approved, *"As can be seen on the site plan, the subject tree is located in the center of the proposed development. In the absence of removal, it would be impossible to build a*

home on the lot rendering the property virtually worthless depriving the owners of the meaning of enjoyment of the property".

Analysis: Pursuant to LDR Table 3.02.05, entitled *Setback Requirements*, new development in the Medium Residential (R-3) District Shall maintain:

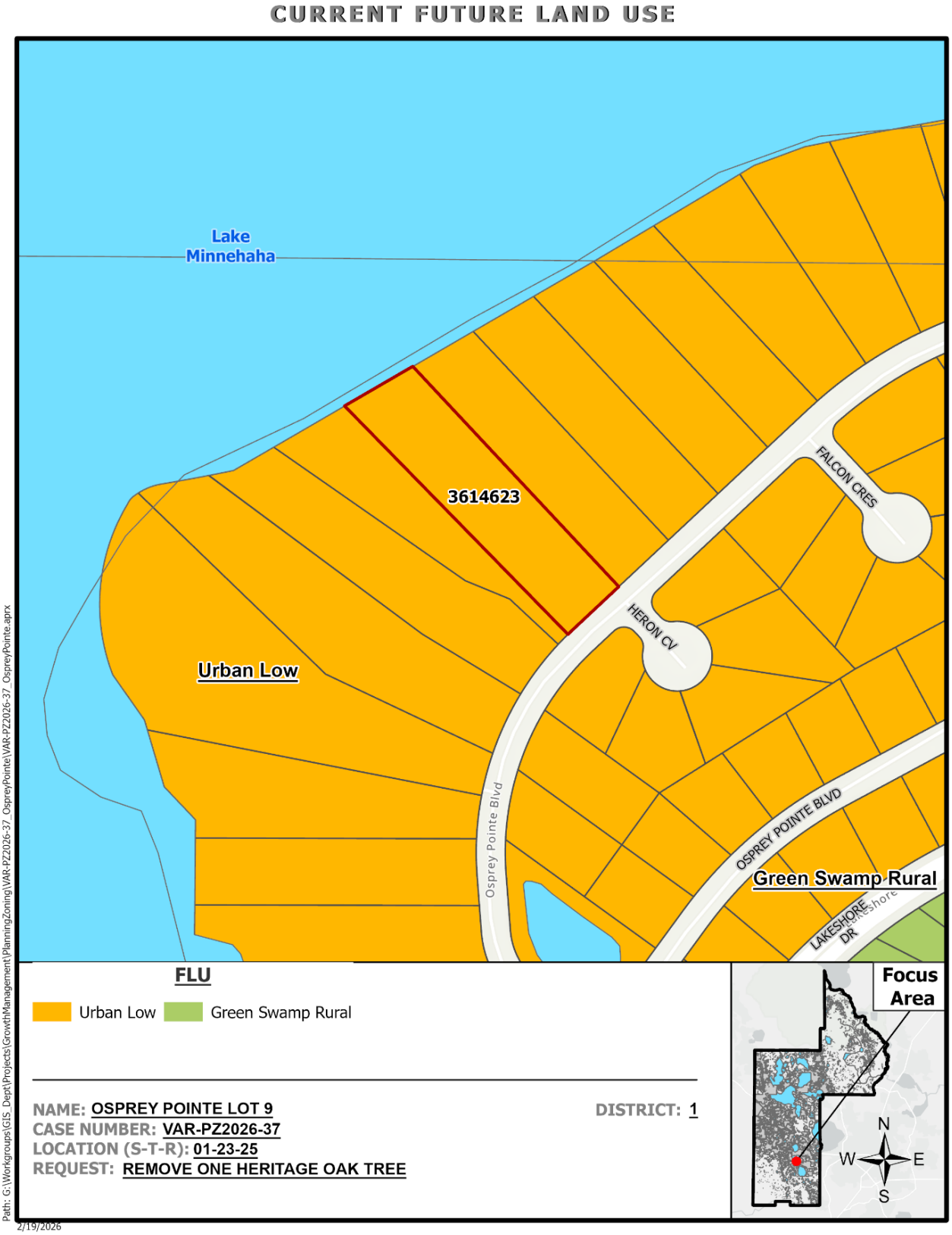
- 25-foot setback from the right-of-way
- 5-foot setback from the side and rear boundary lines

Pursuant to LDR Section 6.01.04, entitled *Development Near Wetlands and Water Bodies,*

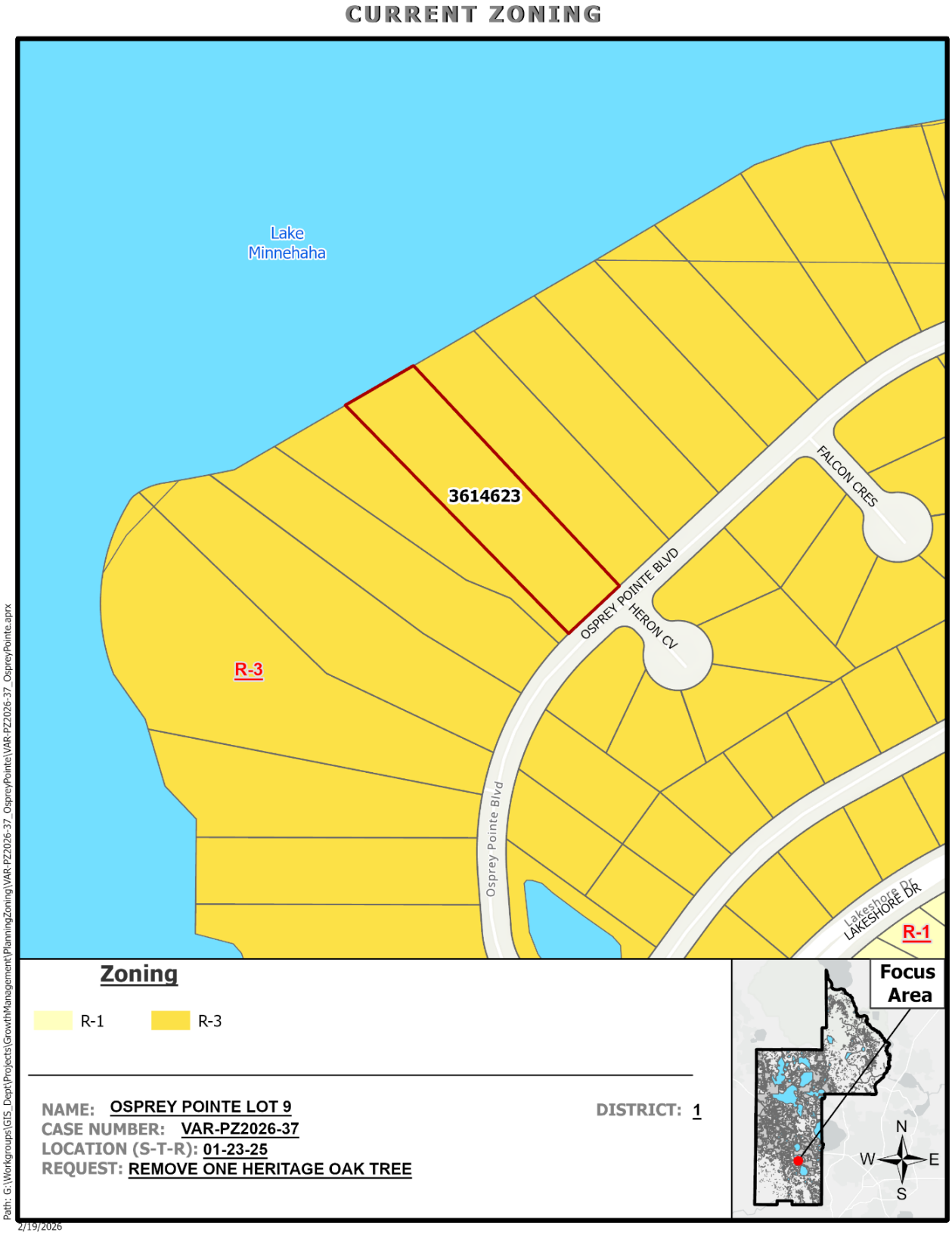
- Principal structures, structures, buildings, and impervious surface, excluding water dependent structures, shall be located at least fifty (50) feet from the ordinary high water line, mean high water line, or jurisdictional wetland line, whichever is further landward.

Due to the location of the Heritage Tree in the center of the buildable area of the property, the required setbacks and 350' +/- easements (conservation, drainage and upland buffer), development of the proposed residential building that complies with these requirements would not be possible without removal of the Heritage Tree.

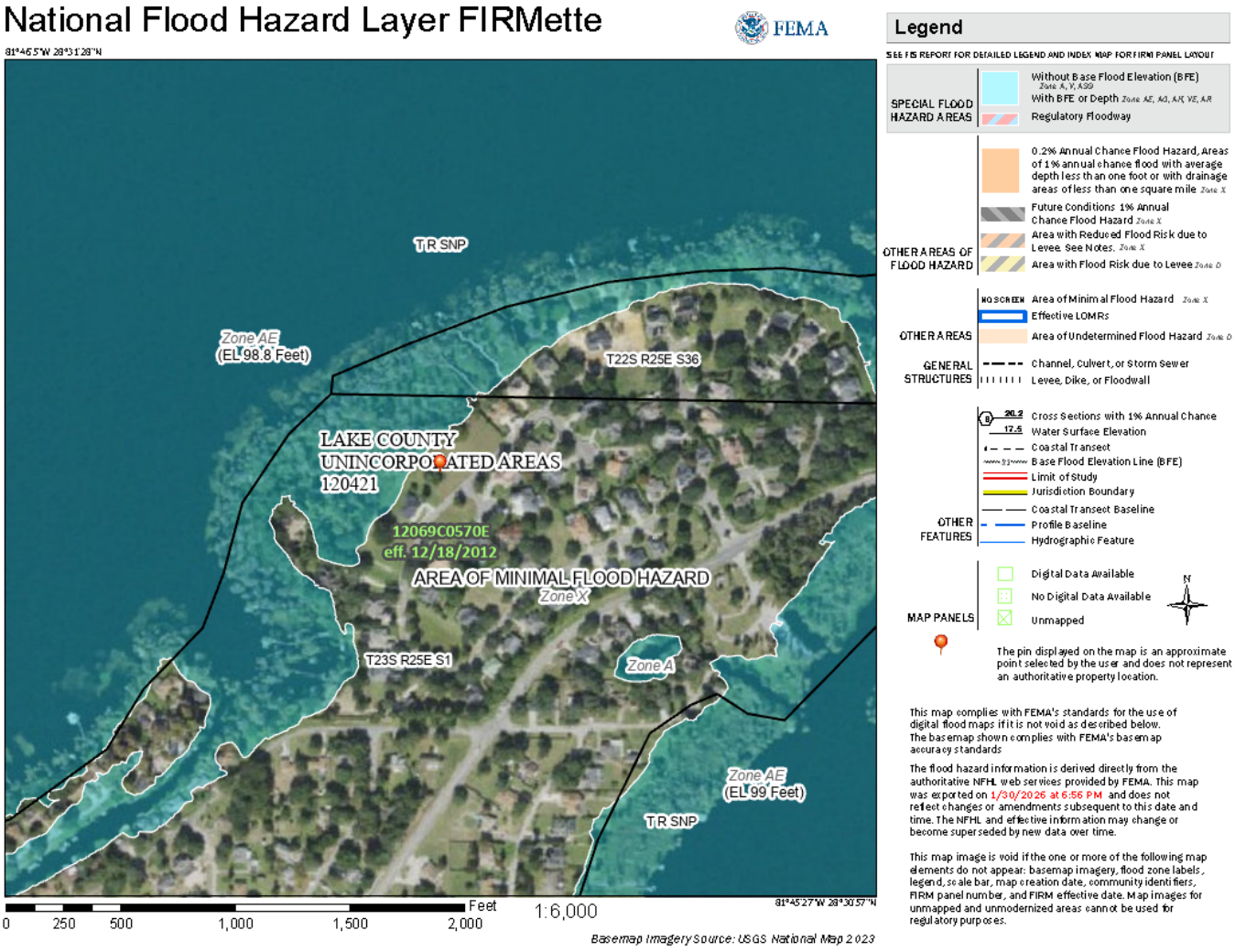
Attachment "A" – Future Land Use Map



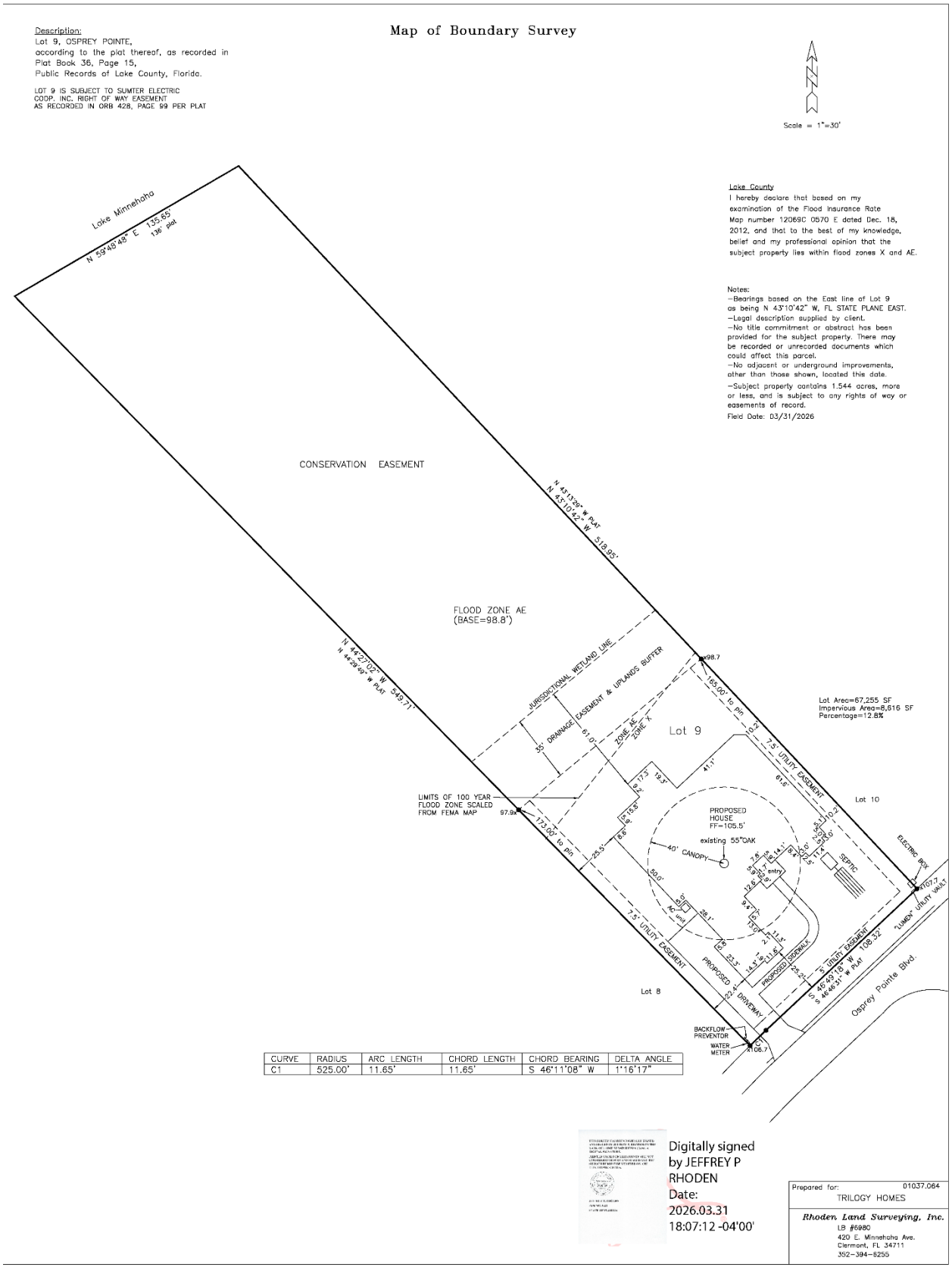
Attachment "B" – Zoning Map



Attachment "C" – Floodplain Map



Attachment "D" – Plot Plan



Attachment "E" – City of Clermont Comments

From: John E. Kruse
To: Garrido, Cristina
Subject: RE: Review Request | Osprey Pointe Lot 9 - Heritage Tree | Variance | AK 3614623 | AR 6357 | PZ2026-37
Date: Tuesday, February 24, 2026 5:29:24 PM

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Cristina,

The City would not oppose this if Lake County decides to approve the variance request.

Sincerely,
John

From: Garrido, Cristina <cristina.garrido@lakecountyfl.gov>
Sent: Thursday, February 19, 2026 10:04 AM
To: DRS Distribution List <drsdistributionlist@lakecountyfl.gov>; Addressing <addressing@lakecountyfl.gov>; JPA/ISBA - Clermont <JPA-ISBA-Clermont@lakecountyfl.gov>
Subject: Review Request | Osprey Pointe Lot 9 - Heritage Tree | Variance | AK 3614623 | AR 6357 | PZ2026-37

Caution: This is an external email and could be suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Hello,

The Office of Planning and Zoning received an application for the following:

Project Type: Variance
Project Name: Osprey Pointe Lot 9 - Heritage Tree
Description: Requesting a variance to remove one heritage oak tree in the center of the buildable lot to allow the construction of a house
Alternate Key Number: 3614623
Zoning: Medium Residential District (R-3)
Future Land Use Category: Urban Low
Overlay District/Protection Areas: N/A
JPA/ISBA: Clermont JPA
Case Manager: Cristina Garrido, MPA

Comments due to case manager by March 12, 2026.

Attachment "F" – Project Narrative

Office of Planning and Zoning

Project Narrative Variance

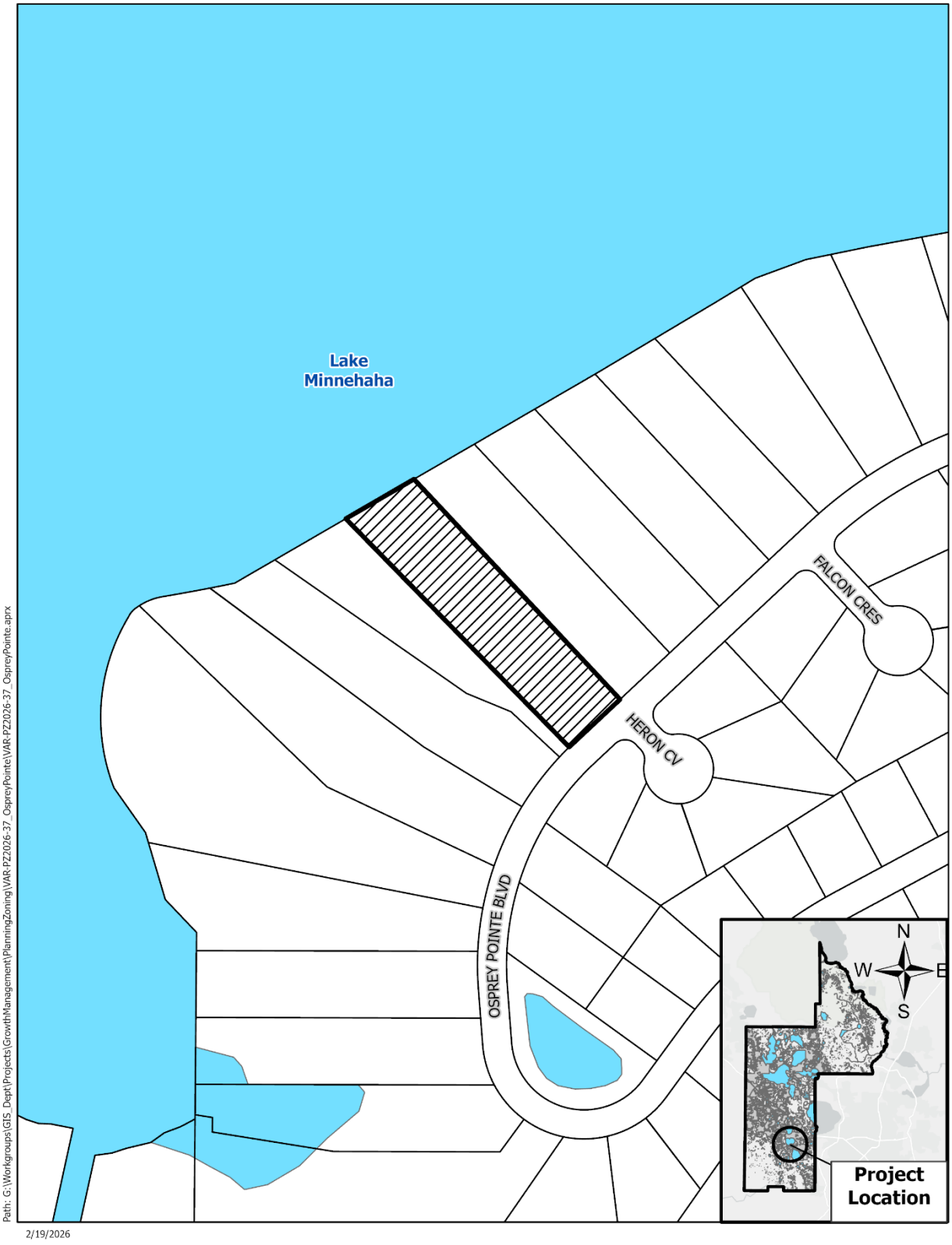
1. What is the substantial hardship in meeting the specific code requirement?

As can be seen on the site plan, the subject tree is located in the center of the proposed development In the absence of removal, it would be impossible to build a home on the lot rendering the property virtually worthless depriving the owners of the meaning enjoyment of the property

2. Describe how the purpose of the Land Development Regulation will be or has been achieved by other means:

Per 9.02.05 (4) The location of the tree restricts use of the property consistent with all other County and state codes, statutes, ordinances, and resolutions, and site location modifications are not feasible or reasonable, ie development of a single family home.

Map of Subject Property



Aerial Map of Subject Property



FINAL DEVELOPMENT ORDER 2026-___

(PZ2026-37 / AR 6357)

WHEREAS, Thomas Shaffer (the "Applicant") requested a variance on behalf of Thomas B. Shaffer and Tracey L. Bryant (the "Owner"), to Land Development Regulations (LDR) Section 9.02.12, entitled *Heritage Trees*, to allow the removal of one (1) heritage tree to facilitate the construction of a single-family residence; and

WHEREAS, the subject property consists of approximately 1.54 +/- acres on Osprey Pointe Boulevard in the unincorporated Clermont area in Section 36, Township 22 South, Range 25 East, identified by Alternate Key Number(s) 3614623, and more particularly described in Exhibit "A" – Legal Description; and

WHEREAS, after giving notice of a hearing on a petition for a variance to the Lake County Land Development Regulations, including notice that the request for a variance would be presented to the Board of County Commissioners of Lake County, Florida, on July 14, 2026, and

WHEREAS, the Board of County Commissioners reviewed the petition, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised.

DONE AND ORDERED by the Board of County Commissioners of Lake County, Florida, that:

1. **Variance Granted:** A variance to Land Development Regulations (LDR) Section 9.02.12, entitled *Heritage Trees*, to allow the removal of one (1) heritage tree to facilitate the construction of a single-family residence is hereby granted

2. **Conditions:** A tree removal permit application is required at the time of the zoning and building permits submittal and must be approved by the County before the removal of the heritage tree.

3. **No Estoppel:** Approval of this variance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY

_____
MELANIE MARSH, COUNTY ATTORNEY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order has been furnished by U.S. Mail to _____ on this _____ day of _____, 2026.

_____
Name: Eva Lora

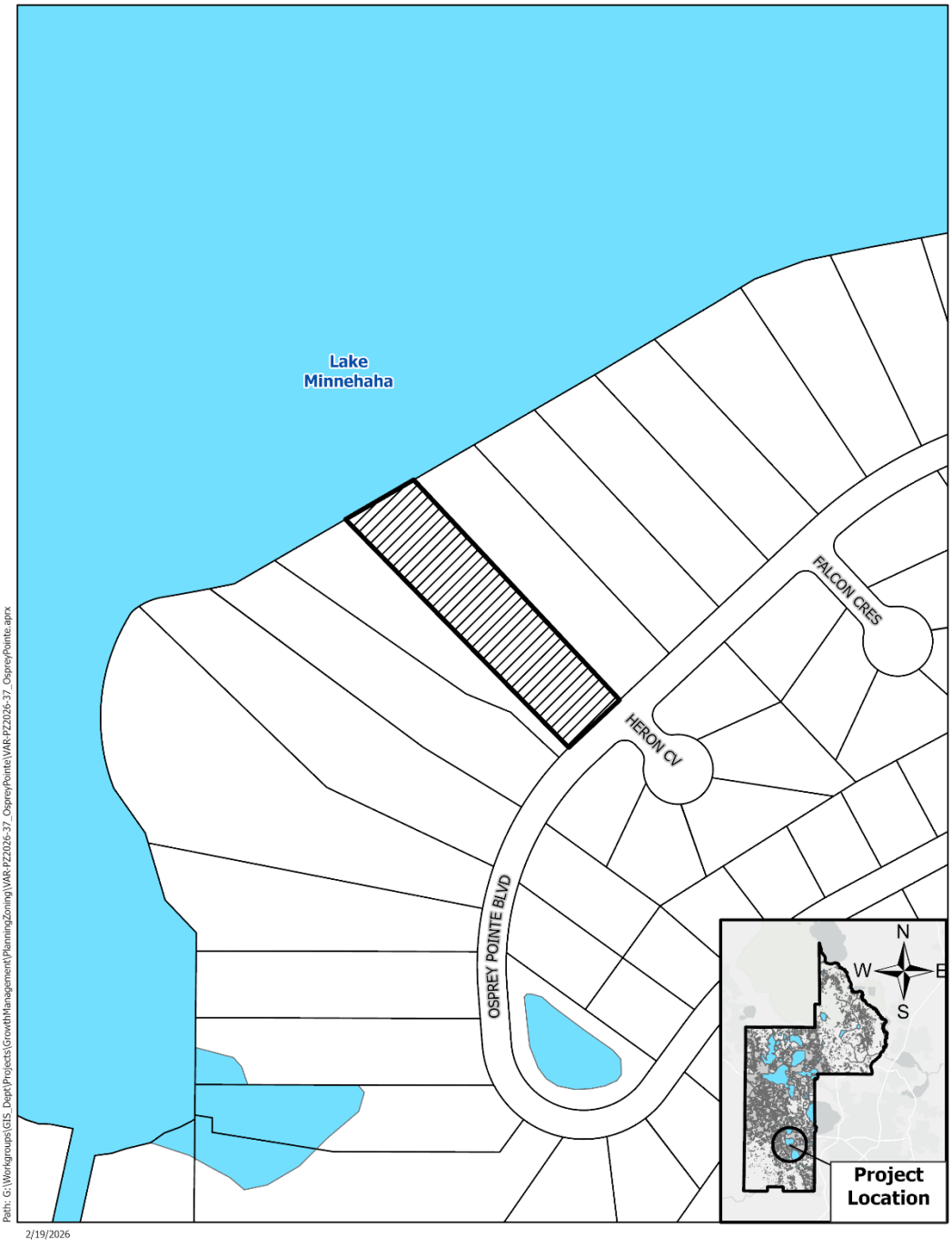
Title: _____

Pursuant to Section 286.0105, Florida Statutes, if any person desires to appeal any decision with respect to a matter considered at a public meeting or hearing of the Board of County Commissioners, such person will need a record of the proceedings, and such person may need to ensure that a verbatim record for such purpose is made, which record includes the testimony and evidence upon which the appeal is based.

A final administrative order of the Board of County Commissioners may be appealed to the Circuit Court in Lake County, Florida. Such an appeal shall be filed within thirty (30) days of the execution of this Order. Those filing an appeal for an administrative order must comply with all applicable Florida Rules of Appellate Procedure.

EXHIBIT "A" – LEGAL DESCRIPTION.

Lot 9 of OSPREY POINTE, according to the Plat thereof as recorded in Plat Book 36, Page(s) 15 and 16, of the Public Records of Lake County, Florida.



VARIANCE STAFF REPORT
OFFICE OF PLANNING & ZONING

Tab Number:	12
Public Hearing Date:	July 14, 2026
Case No. and Project Name:	PZ2026-121, Rodrguez & Garcia Property
Commissioner District:	District 2 – Sean M. Parks
Applicant(s):	Bret Jones, P.A.
Owner(s):	Erick Rodriguez and Yuneisy Garcia
Requested Action:	A variance to Land Development Regulations (LDR) Section 3.01.04(1)(a) to allow a Livestock Building (horse barn) to be off-centered within the boundaries on the subject parcel, and to be constructed eleven (11) feet from the northern property line, in lieu of the required fifty (50) foot setback.
Case Manager:	Meagan Bracciale, Planner II

Subject Property Information

Size:	5.75 +/- net acres
Location:	12901 Cynthia Lane, in the unincorporated Clermont area
Alternate Key No.:	3785981
Future Land Use:	Rural (Attachment “A”)
Current Zoning District:	Rural Residential (R-1) District (Attachment “B”)
Flood Zone(s):	“X”
JPA/ISBA:	South Lake Interlocal Service Boundary Agreement (ISBA)
Overlay/Rural Protection Area:	Lake Apopka Basin Overlay District (Attachment “C”)
BMAP Location:	Upper Ocklawaha
Wildlife Corridor:	N/A

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Rural	Rural Residential (R-1) District	Residential	Single-Family Residence
South	Rural	Agriculture (A) District	Residential	Single-Family Residence
East	Rural	Agriculture (A) District	Residential	Single-Family Residence
West	Rural	Rural Residential (R-1) District	Residential and Easement	Single-Family Residence west of Cynthia Lane

– Summary of Request –

The subject parcel is identified by Alternate Key Number 3785981 and contains approximately 5.75 +/- net acres. The subject parcel is zoned as Rural Residential (R-1) District); is designated with a Rural Future Land Use Category (FLUC) by the 2030 Comprehensive Plan; and located within the Lake Apopka Basin Overlay District. The subject parcel is developed with a single-family residence, pool and spa, a metal storage shed, two (2) wood storage structures, a metal accessory storage building, and the subject two-story barn, as shown on the Plot Plan (Attachment "D").

The Applicant is requesting a variance to Land Development Regulations (LDR) Section 3.01.04(1)(a) to allow a Livestock Building (horse barn) not to be centered within the boundaries on the subject parcel, and to be constructed eleven (11) feet from the northern property line, in lieu of the required fifty (50) foot setback.

On November 4, 2024, the subject property was cited for being in violation of Section 6-22(2)(g), Lake County Code, entitled *Permits*, for having no building permit issued for a building (the subject barn) being constructed on the rear of the property. The code case was initiated when identified by a field licensing investigator who was inspecting a neighboring parcel and noticed the subject property's new barn. When the licensing investigator tried to review permits for the subject barn, they found that it was unpermitted and initiated the current code case on the subject parcel.

On May 21, 2025, the Special Master ordered that the Owners take corrective action to obtain required permits for all work done/to be done or to remove all unpermitted work and return to the original state.

On December 4, 2025, the assigned inspector visited the property and determined that the property was still not in compliance with the Order of Enforcement, entered on May 21, 2025.

On March 25, still not in compliance with the Order of Enforcement, entered on May 21, 2025.

On April 1, 2026, Planning and Zoning staff received an application for variance to Section 3.01.04(1)(a). Pursuant to the application, the Owner determined the location of the subject barn based on the setbacks given to them for the single-family residence and non-livestock accessory structures. Due to the use of the subject structure for livestock, the structure is subject to more restrictive setbacks, pursuant to the Land Development Regulations.

If approved, the requested variance would allow for zoning clearance to be granted and will assist to resolve Code Case #2024110023.

GIS maps indicate that the subject parcel is located within flood zone "X" and there is no indication that wetlands exist on the site. On April 27, 2026, the requested action was sent to the Public Works Department to review for consistency with applicable regulations, including flood and stormwater requirements. The subject property has no Special Flood Hazard Areas on it. Floodplain Management had no objections or comments on this application. The Public Works Department had no objections to this application.

On April 27, 2026, the requested action was sent to the Fire Safety Chief Plans Examiner for review of consistency with applicable regulations. The Chief Plans Examiner did not have any concerns or comments about the proposed variance.

The subject property is located within the South Lake Interlocal Service Boundary Agreement (ISBA) which identifies a boundary for the City of Minneola; therefore, the application was provided to the City of Minneola to review for consistency with their regulations. The City of Minneola provided comments for the proposed variance.

Should the variance request be approved, the Applicant will be required to obtain zoning and building permits to comply with Lake County Land Development Regulations.

– Staff Analysis –

LDR Section 14.15.02 states that variances will be granted when the person subject to a Land Development Regulation demonstrates that the purpose of the Land Development Regulation will be or has been achieved by other means, and when application of a Land Development Regulation would create a substantial hardship or would violate principles of fairness.

1. **The purpose of the Land Development Regulation will be or has been achieved by other means.**

   The intent of LDR Section 3.01.04(1)(a), entitled *Keeping of Livestock for General Agriculture and Non-Intensive Agriculture*, is to help reduce the noise, odor and air quality impacts on neighboring properties. In addition, animal waste storage, washout areas, and manure handling can carry a higher risk of runoff or contamination if the livestock housing structures are located too close to the property lines. Greater setbacks provide a buffer and can help mitigate these challenges.

   The Applicant provided the following statement as evidence that the intent of the Land Development Regulations will be or has been achieved by other means, *"The purpose of the livestock building setback requirements is to minimize potential impacts associated with the keeping of animals, including odor, noise, and compatibility with surrounding properties. That purpose has been achieved in this instance, as the barn is used for the housing of horses, which are a lower-intensity livestock use and do not generate the same level of odor, noise, or waste impacts as other types of livestock. The barn is maintained in a clean and orderly manner, and a fence separates the structure from the adjacent property, further limiting any potential impacts. Additionally, the property is of sufficient size to provide separation between the structure and neighboring properties, and the barn is located toward the rear portion of the property so as not to be directly aligned with the residential structure on the nearest neighboring parcel. The surrounding area is consistent with rural and residential uses where the keeping of horses is customary, and the existing barn has not created any known adverse impacts to adjacent properties. The property owner also complied with the general R-1 zoning setback requirements, including applicable side yard setbacks, demonstrating a good faith effort to comply with the Land Development Regulations. Accordingly, the intent of the setback regulation (i.e., to protect neighboring properties and maintain compatibility) has been satisfied notwithstanding the location of the structure."*

Analysis: The subject structure is approximately three hundred and eighteen (318) feet from the nearest adjacent residence. The subject structure is more than four hundred (400) feet from the adjacent residences to the north and south of the subject parcel. Given these approximate distances, Staff concurs with the Applicant that the intent of the setback regulation has been satisfied notwithstanding the location of the structure.

2. **The 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.**

The Applicant provided the following statement as evidence that the principle of fairness would be violated if the variance isn't approved, *"The strict application of the livestock building setback requirement creates a substantial hardship due to the existing placement of the barn and the significant financial burden associated with compliance. The barn has already been constructed as a permanent structure, and relocation to meet the setback requirements would necessitate demolition and reconstruction, resulting in substantial financial loss through the destruction of an existing, functional improvement. In addition, the subject property is approximately 250 feet in width, which renders compliance with the standard 200-foot setback requirement infeasible and limits placement of livestock structures to a narrowly defined, centered area under the alternative provision. Requiring the barn to be centered on the property would result in an inefficient and impractical use of the site by restricting the ability to design and maintain functional equestrian areas, such as pasture, paddocks, and riding space. These limitations would unreasonably restrict the Applicant's ability to utilize the property for a customary residential equestrian use. Accordingly, strict enforcement of the setback requirement imposes a hardship beyond mere inconvenience."*

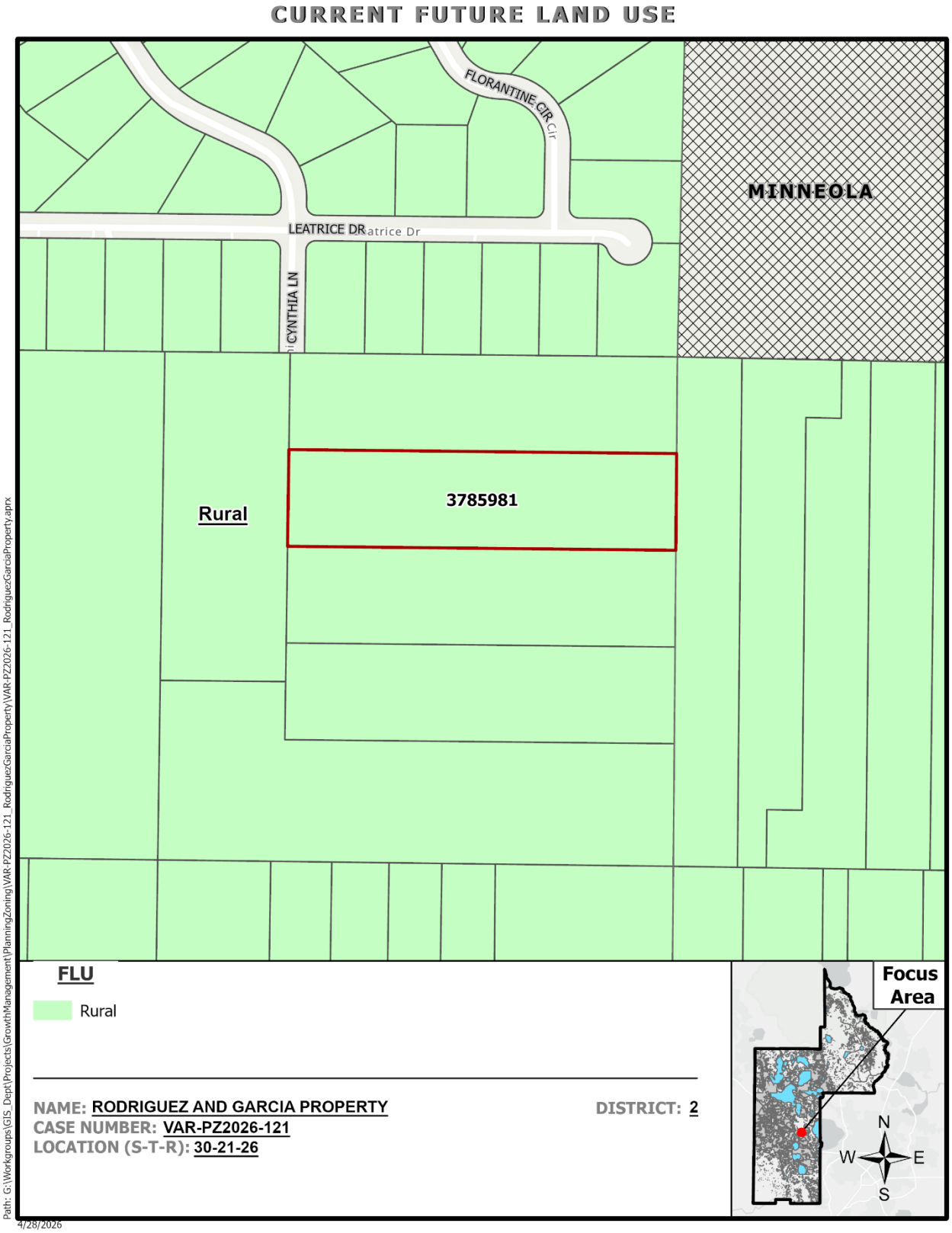
The LDR places the following setback restrictions on structures used for livestock:

> A Livestock Building should maintain a two hundred (200) foot setback from the property line. In the event that a Livestock Building cannot be constructed because of the two hundred (200) feet setback, then the Livestock Building Shall be as closely centered as possible between the property lines AND Shall maintain a fifty (50) foot setback from the property line (LDR Section 3.01.04(1)(a)).

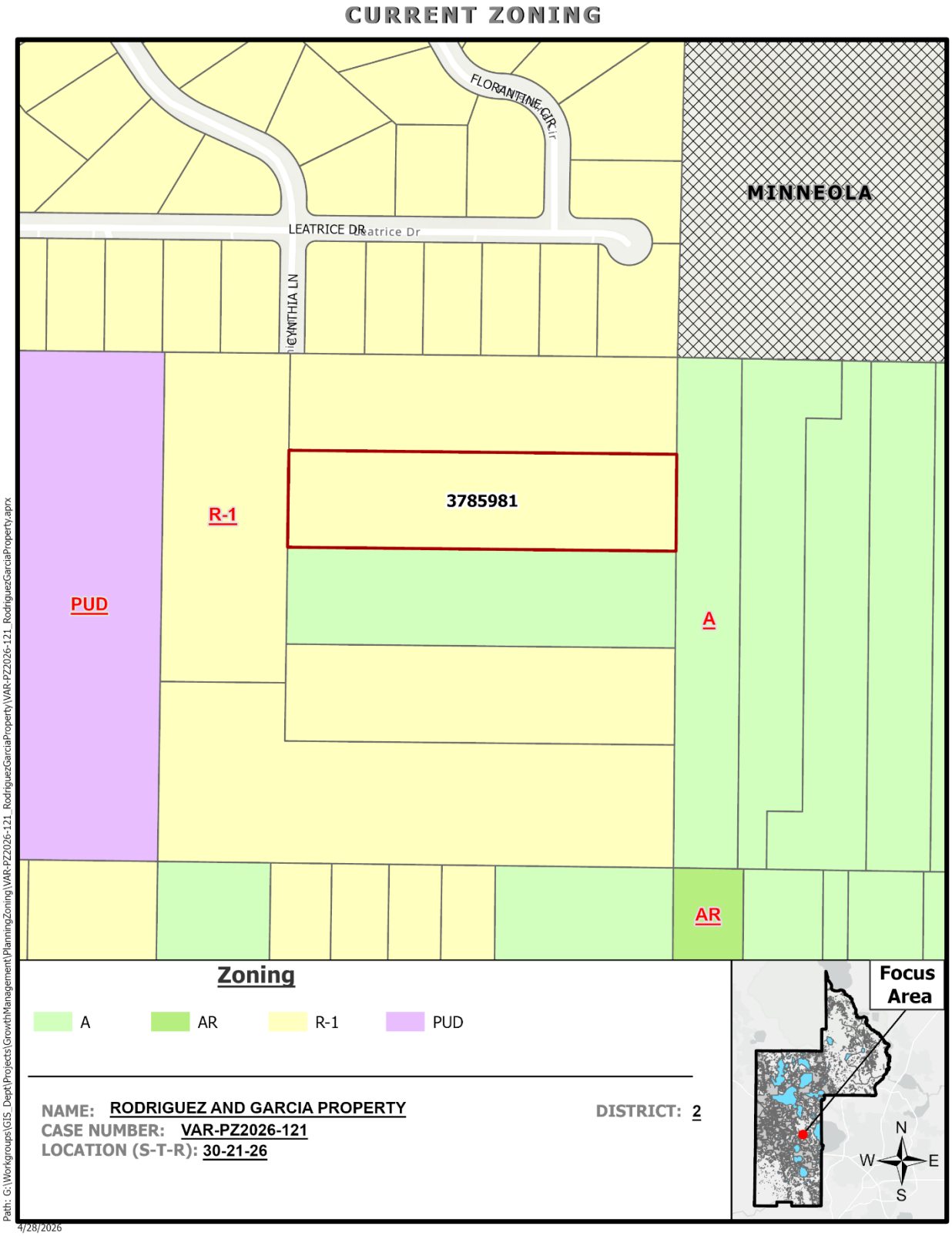
Due to the subject parcel's maximum width of two hundred (200) and fifty feet, pursuant to the regulation cited above, the livestock building's attainable, required setback from all property lines is fifty (50) feet, rather than two hundred (200) feet.

Analysis: The Applicants have not demonstrated a substantial hardship nor demonstrated an economic, technological, legal or other type of hardship other than a self-created hardship of constructing a building without obtaining the proper permits.

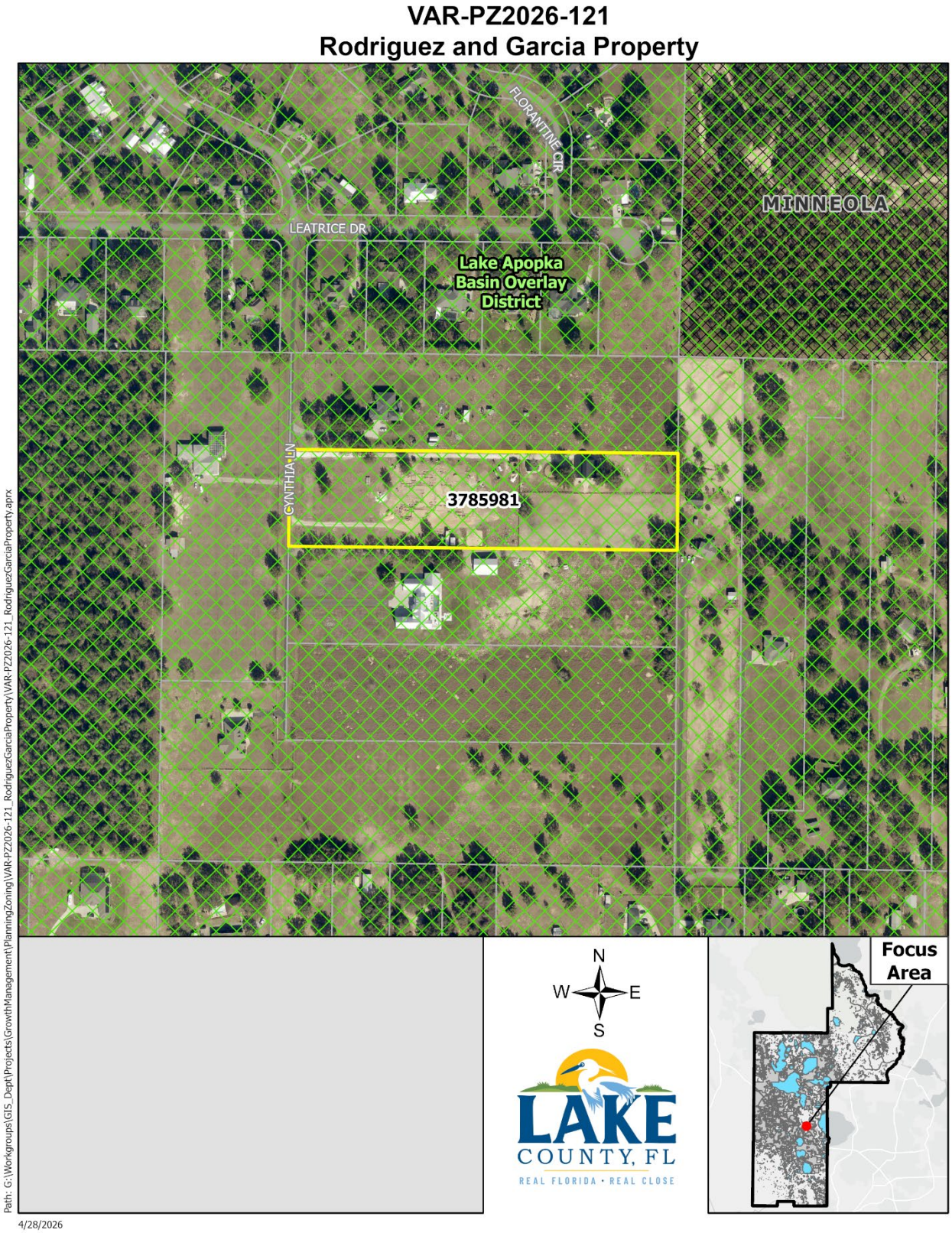
Attachment "A" – Future Land Use Map



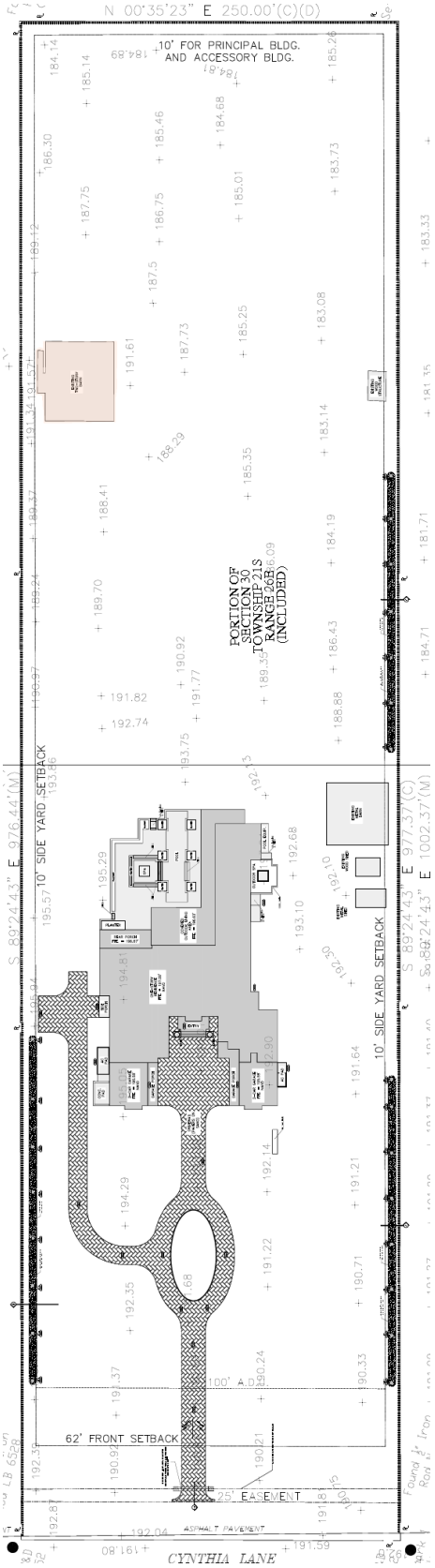
Attachment "B" – Zoning Map



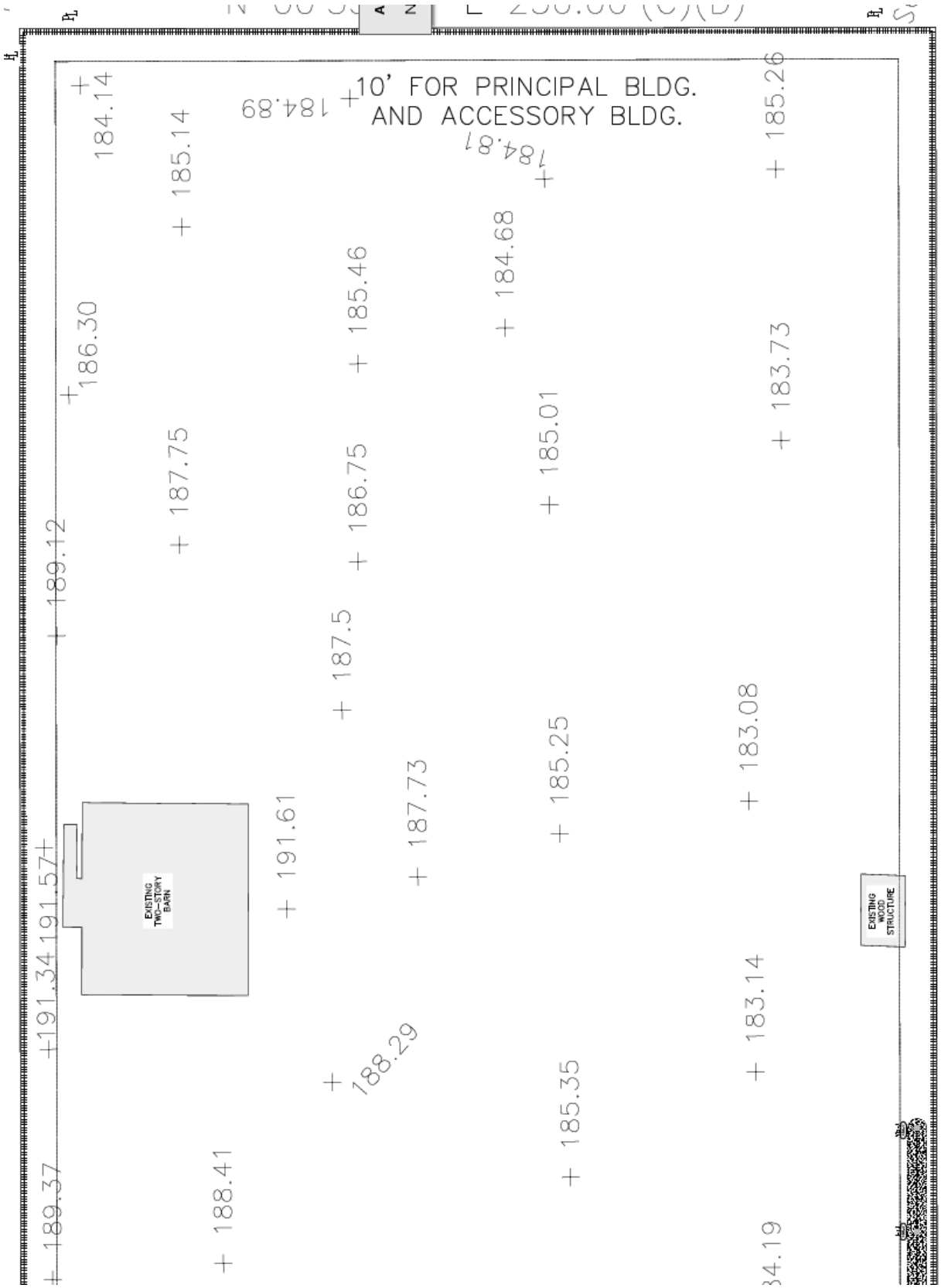
Attachment "C" – Overlay District Map



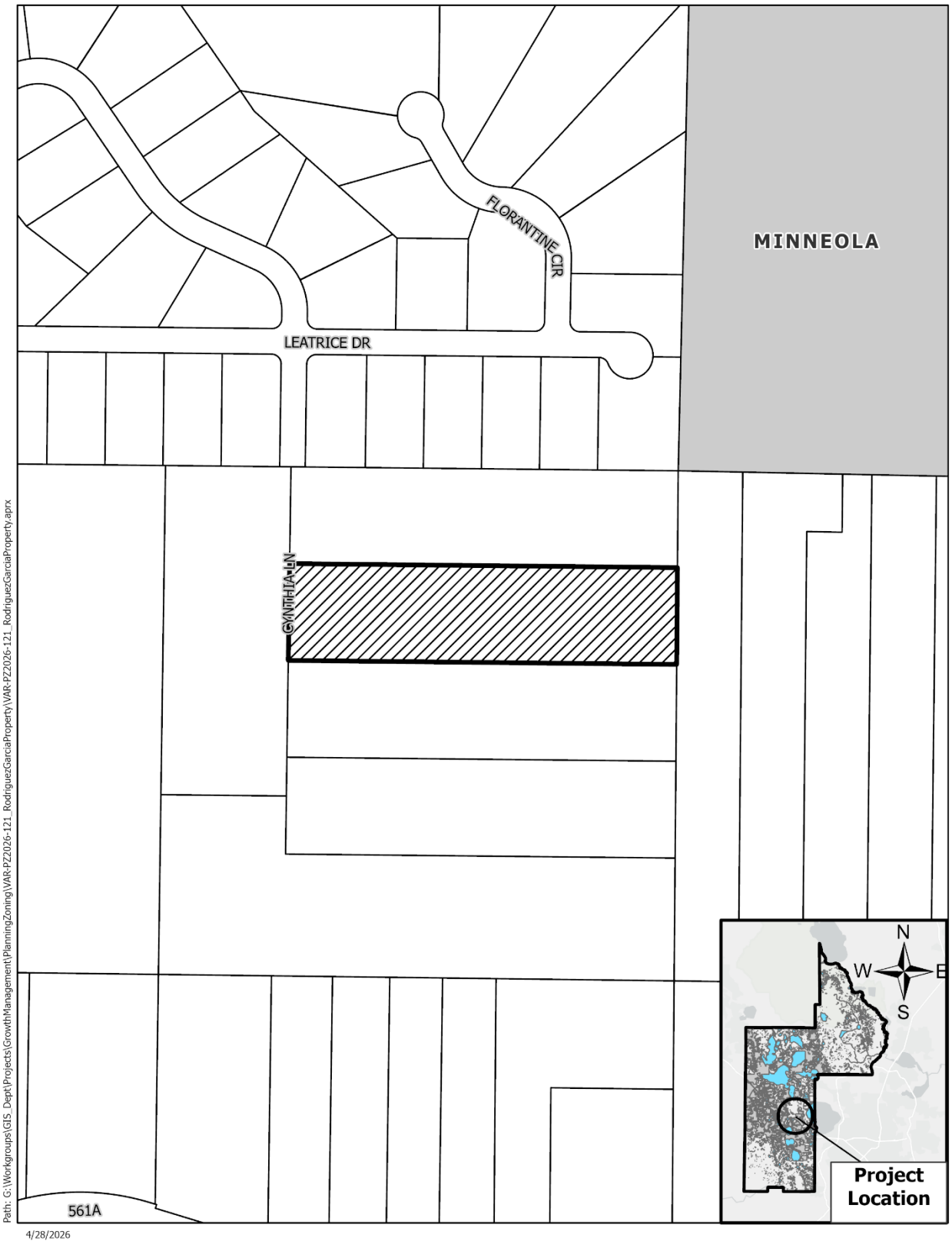
Attachment "D" – Plot Plan



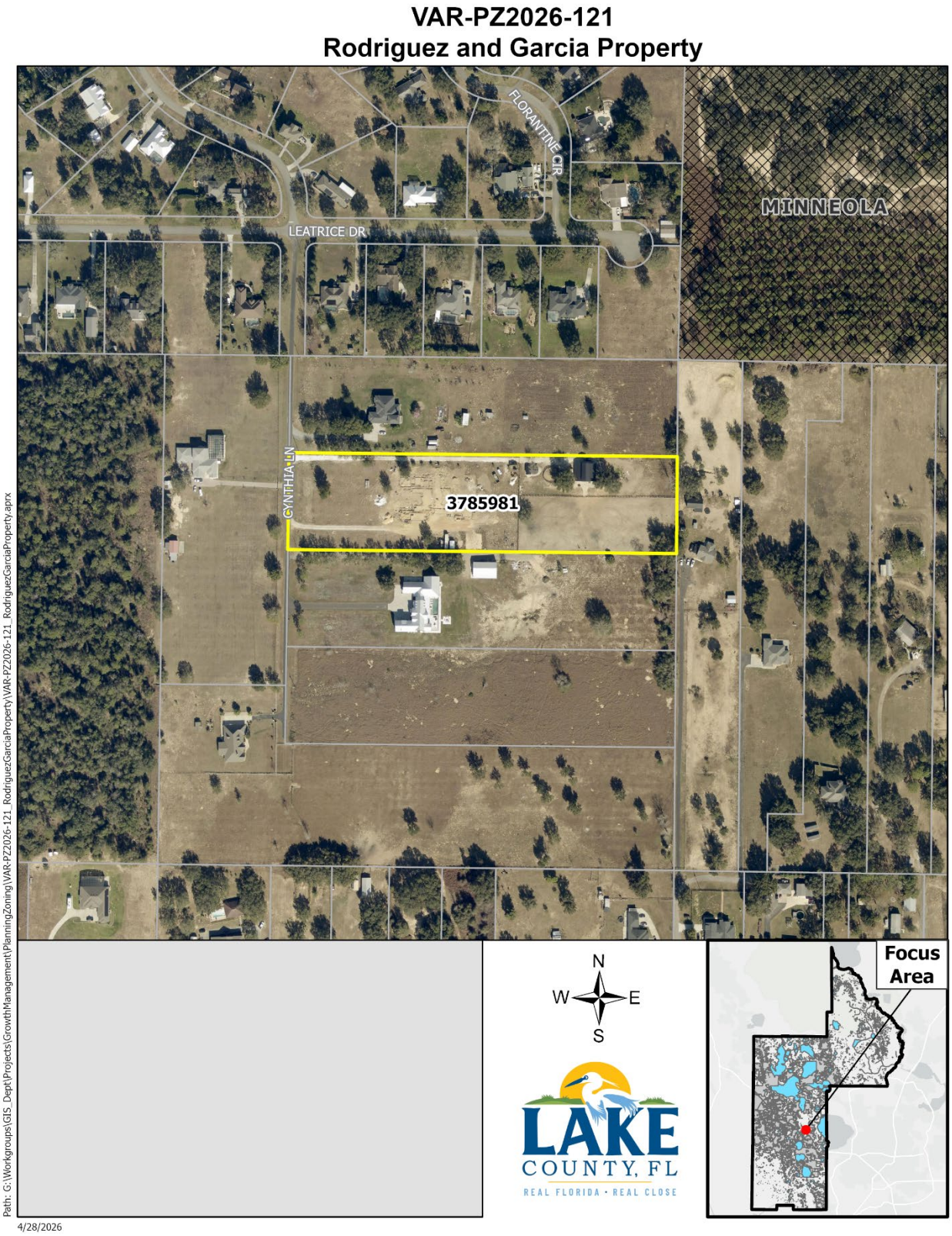
Attachment "D" – Plot Plan (Zoomed)



Map of Subject Property



Aerial Map of Subject Property



FINAL DEVELOPMENT ORDER 2026-___

(PZ2026-121 / AR 6415)

WHEREAS, Erick Rodriguez and Yuneisy Garcia (the "Owners") requested a variance to Land Development Regulations (LDR) Section 3.01.04(1)(a) to allow a Livestock Building (horse barn) to be off-centered within the boundaries of the subject parcel, and to be constructed eleven (11) feet from the northern property line, in lieu of the required fifty (50) foot setback; and

WHEREAS, the subject property consists of approximately 5.75 +/- acres located at 12901 Cynthia Lane in the unincorporated Clermont area in Section 30, Township 21 South, Range 26 East, identified by Alternate Key Number 3785981, and more particularly described in Exhibit "A" – Legal Description; and

WHEREAS, after giving notice of a hearing on a petition for a variance to the Lake County Land Development Regulations, including notice that the request for a variance would be presented to the Board of County Commissioners , on July 14, 2026; and

WHEREAS, the Board of County Commissioners reviewed the petition, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised.

DONE AND ORDERED by the Board of County Commissioners of Lake County, Florida, that:

1. **Variance Granted:** A variance to Land Development Regulations (LDR) Section 3.01.04(1)(a) to allow a Livestock Building (horse barn) to be off-centered within the boundaries of the subject parcel, and to be constructed eleven (11) feet from the northern property line, in lieu of the required fifty (50) foot setback, is hereby granted.

2. **No Estoppel:** Approval of this variance cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

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

This _____ day of _____, 2026.

APPROVED AS TO FORM AND LEGALITY:

_____
MELANIE MARSH, COUNTY ATTORNEY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order has been furnished by U.S. Mail to _____ on this _____ day of _____, 2026.

_____
Name: Eva Lora

Title: _____

Pursuant to Section 286.0105, Florida Statutes, if any person desires to appeal any decision with respect to a matter considered at a public meeting or hearing of the Board of County Commissioners, such person will need a record of the proceedings, and such person may need to ensure that a verbatim record for such purpose is made, which record includes the testimony and evidence upon which the appeal is based.

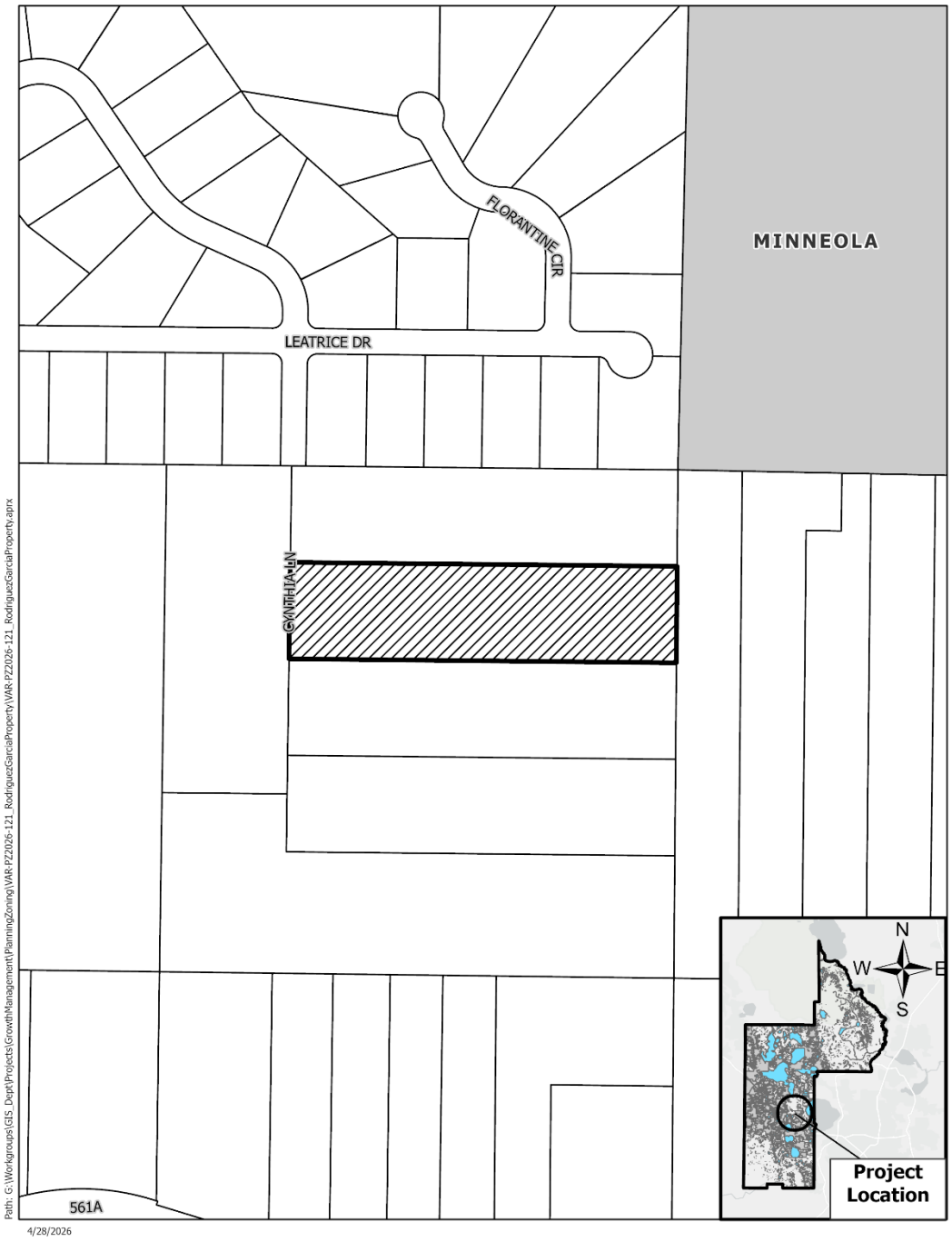
A final administrative order of the Board of County Commissioners may be appealed to the Circuit Court in Lake County, Florida. Such an appeal shall be filed within thirty (30) days of the execution of this Order. Those filing an appeal for an administrative order must comply with all applicable Florida Rules of Appellate Procedure.

EXHIBIT "A", LEGAL DESCRIPTION.

The South 250 feet of the North 500 feet of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 21 South, Range 26 East, less and except the West 324 feet thereof.

Together With an Easement as Follows: A fifty foot ingress, egress, utility and drainage easement across the East fifty feet of the West 349.00 feet of the North 1090 feet of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 21 South, Range 26 East, Lake County, Florida.

Parcel Identification Number: **30-21-26-000400003800**



MINUTES
LAKE COUNTY PLANNING AND ZONING BOARD
June 3, 2026

The Lake County Planning and Zoning Board met on Wednesday, June 3, 2026, in County Commission Chambers on the second floor of the Lake County Administration Building to consider petitions for rezoning requests.

The recommendations of the Lake County Planning and Zoning Board will be transmitted to the Board of County Commissioners (BCC) for their public hearing to be held on Tuesday, July 14, 2026 at 9:00 a.m. in the County Commission Chambers on the second floor of the County Administration Building, Tavares, Florida.

Members Present:

Judith Fike	District 1
Laura Jones Smith, Chairman	District 2
Carroll Jaskulski, Vice Chairman	District 4
Dan Tatro	District 5
Sean Lahey	At-Large Representative

Members Not Present:

Addie Owens	District 3
Mollie Cunningham	School Board Representative
Mark McManus	Ex-Officio Non-Voting Military

Staff Present:

Janie Barrón, Planning Manager and CRA Coordinator, Office of Planning and Zoning
Leslie Regan, Senior Planner, Office of Planning and Zoning
Eva Lora, Public Hearing Coordinator, Office of Planning and Zoning
Melanie Marsh, County Attorney
Josh Pearson, Deputy Clerk, Board Support

Chairman Laura Jones Smith called the meeting to order at 9:00 a.m. She then led the Pledge of Allegiance and called for a moment of silence. She remarked that the Lake County Planning and Zoning Board was an advisory board to the BCC, and that the Board was responsible for reviewing proposed changes to the Comprehensive Plan (Comp Plan), zoning, conditional use permits (CUPs), mining site plans, and making recommendations on these applications to the BCC. She added that the Board's recommendations would be transmitted to the BCC for their consideration on July 14, 2026.

DRAFT

TABLE OF CONTENTS

Minutes Approval

Public Comment

Agenda Update

CONSENT AGENDA

TAB NO:	CASE NO:	OWNER/APPLICANT/PROJECT
Tab 1	**Ordinance #2026-XX**	**LDR Amendment: Administrative Plat Approval**
Tab 2	**Ordinance #2026-XX**	**LDR Amendment: Dissolution of Board of Adjustment (BOA)**
Tab 3	**Ordinance #2026-XX**	**LDR Amendment: Rural Conservation Subdivision Design Standards**
Tab 4	**Ordinance #2026-XX**	**LDR Amendment: Landscape Buffer Requirements**
Tab 5	**Ordinance #2026-XX**	**Hartle Hills Apartments (FLU)**
Tab 6	**Ordinance #2026-XX**	**Hartle Hills Apartments (RZ)**
Tab 7	**Ordinance #2026-XX**	**Clark and Diaz Property (RZ)**
Tab 8	**Ordinance #2026-XX**	**Vibes Academy (RZ)**
Tab 9	**Ordinance #2026-XX**	**Tiger Paw Estates PUD (RZ)**

AGENDA UPDATES

Ms. Janie Barrón, Planning Manager and CRA Coordinator, Office of Planning and Zoning, indicated that the cases had been duly noticed in accordance with State statutes. She stated that for Tab 3, the opposition correspondence had been provided via email with the Board's agenda updates, and that staff would be doing a full presentation on the proposed Land Development Regulations (LDR) amendment. She added that regarding Tab 9, the Board should have a memo including the opposition correspondence, noting that staff would also be doing a full presentation on the rezoning.

DRAFT

Ms. Jones Smith mentioned that she also had a speaker card for Tabs 5 and 6.

CONSENT AGENDA

TAB NO:	CASE NO:	OWNER/APPLICANT/PROJECT
Tab 1	**Ordinance #2026-XX**	**LDR Amendment: Administrative Plat Approval**
Tab 2	**Ordinance #2026-XX**	**LDR Amendment: Dissolution of Board of Adjustment (BOA)**
Tab 4	**Ordinance #2026-XX**	**LDR Amendment: Landscape Buffer Requirements**
Tab 7	**Ordinance #2026-XX**	**Clark and Diaz Property (RZ)**
Tab 8	**Ordinance #2026-XX**	**Vibes Academy (RZ)**

MOTION by Carroll Jaskulski, SECONDED by Judith Fike to APPROVE the Consent Agenda, Tabs 1, 2, 4, 7 and 8, pulling Tabs 3, 5, 6 and 9 to the regular agenda.

FOR: **Fike, Jones Smith, Jaskulski, Tatro and Lahey**

AGAINST: **None**

MOTION CARRIED: **5-0**

MINUTES

MOTION by Sean Lahey, SECONDED by Judith Fike to APPROVE the Minutes of May 6, 2026 of the Lake County Planning and Zoning Board meeting, as submitted.

FOR: **Fike, Jones Smith, Jaskulski, Tatro and Lahey**

AGAINST: **None**

MOTION CARRIED: **5-0**

PUBLIC COMMENT

No one wished to address the Board at this time.

DRAFT

REGULAR AGENDA

HARTLE HILLS FLU AND RZ

Ms. Jones Smith requested to begin with Tabs 5 and 6, and to address Tab 3 at the end.

Ms. Leslie Regan, Senior Planner, Office of Planning and Zoning, presented Tabs 5 and 6. She said that the applicant was requesting to amend the future land use (FLU) category from Regional Office to Planned Unit Development (PUD) to facilitate a development program for a 212 unit multifamily apartment complex and associated amenities. She added that the applicant was also requesting to rezone the property from Agriculture to PUD, and that the subject property was located north of State Road (SR) 50 and west of County Road (CR) 455 in the unincorporated City of Clermont area. She commented that the subject property contained 17.89 acres, and that it was also located within the Lake Apopka Basin overlay district. She displayed the concept plan, and specified that it depicted 10 multifamily apartment buildings, a clubhouse, a pool, a tot lot, a dog park, a butterfly garden, and a community garden. She relayed that approximately 2.78 acres of wetlands were present on the northern portion of the property, and that a 50 foot wetland buffer was shown on the concept plan. She said that the concept plan emphasized the minimum 25 percent of the overall developable area as open space, with a maximum impervious surface area of 65 percent for the entire site. She stated that the project was located within the City of Clermont joint planning area (JPA) and interlocal service boundary agreement (ISBA), and that the City had indicated that they did not oppose the project if it was developed according to the approved utility agreement which was Exhibit G in the packet. She concluded that staff found that the rezoning and FLU amendment were consistent with the LDR and Comp Plan.

The Chairman opened the floor for public comment.

Ms. Cindy Newton, a resident of Commission District 4, expressed opposition to the increase in density, and opined that there was much concern with the water consumption, especially with the current drought and restrictions. She indicated concerns that it was in the Central Florida Water Initiative (CFWI), and said that they had many restrictions and had tried to keep consumption down. She opined that this much density increase, with the reduction in recharge, was unacceptable.

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

Ms. Tara Tedrow, an attorney representing the applicant, confirmed that as of two weeks prior, the City of Clermont had available water capacity and that there would be no issues from their standpoint for service to this project; additionally, they had an update to the utility agreement to ensure that there was sufficient capacity. She relayed her understanding that the CFWI was generally an initiative for lower water consumption rather than no water consumption, and said that this item had been analyzed by the City's staff who were in full support. She also indicated that the project had been designed to the standards of the City of

DRAFT

Clermont JPA, that they would be receiving the maximum permitted density in Lake County, and that they were not requesting any higher density than what one could receive in the City of Clermont. She requested a recommendation of approval.

Mr. Carroll Jaskulski indicated his understanding that these development decisions were based on market forces, and asked that given the proliferation of rental units and the shortage of affordable housing, was there ever any consideration to make these available for sale as condos.

Ms. Tedrow opined that the condo market was not there currently, and that Lake County had a low number of residential rental units compared to other large counties. She opined that the only thing that made sense for respecting the topography of the property and the market forces was a nice multifamily product that they designed.

Mr. Dan Tatro opined that Lake County was significantly short on affordable rental units.

MOTION by Dan Tatro, SECONDED by Carroll Jaskulski to APPROVE Tab 5, Hartle Hills Apartments (FLU), as submitted.

FOR: Fike, Jones Smith, Jaskulski, Tatro and Lahey

AGAINST: None

MOTION CARRIED: 5-0

Ms. Jones Smith commented that there were already many apartments in this area which seemed to be fully occupied, and that this item seemed to be sympathetic to the overall topography, as well as something that would fit in with everything being developed in that area.

MOTION by Dan Tatro, SECONDED by Carroll Jaskulski to APPROVE Tab 6, Hartle Hills Apartments (RZ), as submitted.

FOR: Fike, Jones Smith, Jaskulski, Tatro and Lahey

AGAINST: None

MOTION CARRIED: 5-0

TIGER PAW ESTATES (RZ)

Ms. Regan presented Tab 9. She explained that the applicant was requesting to amend the Skiing Paradise/Swiss Fairways PUD Ordinance 2018-6 to revise the approved land use by replacing 18 duplex villas and 30 vacation suites with 29 single family residential units. She commented that the subject property was located to the east, west and south of CR 565A in

DRAFT

the unincorporated area, and that the entire PUD contained approximately 406.8 acres, with the specific two parcels for development including 47.8 acres. She stated that the subject property was currently designated with a Green Swamp Rural FLU and was zoned PUD, noting that it was also located within the Green Swamp Area of Critical State Concern. She displayed the concept plan, and said that the minimum lot size would be 30,000 square feet as required by the PUD, with the typical lot size being 120 feet by 250 feet. She mentioned that the concept plan provided for 62 percent open space, meeting the 60 percent open space requirement for the original PUD, and that staff found the rezoning consistent with the LDR. She said that a portion of this was part of the City of Groveland ISBA, and that the City provided no comments.

The Chairman opened the floor for public comment.

Mr. Tebow Dailland, a homeowner at Tiger Paw Estates and a licensed real estate broker, opined that the rezoning was the right move for the community, noting that they were proposing fewer units and larger lots. He added that going from 66 multifamily units to 29 large single family homes was a reduction in density, and opined that larger homes on larger lots would sell for more; additionally, he opined that when a home's value increased in one part of the neighborhood, everyone around them would benefit. He opined that every homeowner in Swiss Fairways stood to see their property value increase, and that the buyers of these homes would be families, retirees and people who chose Lake County for its lifestyle. He opined that they were the type of resident that would help local business grow, and that larger homes on larger lots meant higher property values, a stronger tax base, and less strain on roads and infrastructure than 66 multifamily units. He opined that this was the right project in the right place at the right time, and he urged the Board to approve it.

Mr. John Crocker, one of the owners of Swiss Fairways Golf Course, indicated that this was a continuation PUD, noting that he had it extended to not expire. He added that he had built a clubhouse, a pro shop building and a sales office for the golf course, and that he had just finished renovating the golf course for $500,000. He said that the property being discussed was part of the golf course, and that the golf course had closed due to that property. He opined that people did not realize that the PUD was a continuation with surveys and a maintenance building done, and that the density which was being taken away from the PUD that he had supported was density he needed to develop his part of the golf course. He indicated that his surveys were to have larger lots than what the applicant was discussing, and that if he could not develop and proceed with his PUD, the golf course would not exist. He expressed opposition to this item being approved, opining that the applicant wanted to take away his PUD.

Mr. David Skirvin, a resident on Bellerive Drive, indicated that he liked what the applicant put together for this, and opined that it would be a bonus for the community. He expressed support for this item.

Ms. Jamie Seibel, a resident on Phillips Road, said that to get to SR 50, residents had to utilize Montevista Road; furthermore, she opined that the intersection of Montevista Road and SR

50 could not handle additional people on it. She also indicated concerns for wildlife in the area, and opined that unless they could get some additional infrastructure or plans for wildlife and lights, it was not necessarily sustainable in the short term.

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

Mr. Kriss Kaye, with Carter and Kaye Engineering and representing the applicant, opined that this type of improvement could help reduce the potential of coyotes and wildlife in that area, and said that they would meet necessary regulatory requirements. He stated that they were close to getting an approval from St. Johns River Water Management District (SJRWMD), and opined that there may be some civil issues occurring with respect to ownership and opportunities; however, they had spent three years on this project, and there had been no word of any other proposed improvements coming before them. He relayed that they wanted to utilize the land and be good stewards, and that this was really just a reduction in proposed density from 66 units to 29 units. He added that they were looking to maintain the rural condition of the site with large estate-style lots, and opined that they met the Comp Plan and LDR, noting that staff had answered this question in the staff report. He requested that the Board approve this item.

Ms. Jones Smith stated that the original approval was for 102 single family units, 18 duplex villas, and 30 vacation suites, and that the applicant was requesting to change this to just being 131 single family units.

Mr. Kaye added that they were eliminating the 18 duplexes and the 10 triplexes, which were another 30 units.

Ms. Jones Smith asked if the duplexes and vacation units were intended to be built on the two parcels that he was proposing to do single family units on.

Mr. Kaye clarified that 18 duplexes were to be on those parcels, and that the vacation suites were to be elsewhere in an area which appeared to be platted for single family lots.

MOTION by Dan Tatro, SECONDED by Judith Fike to APPROVE Tab 9, Tiger Paw Estates PUD (RZ), as submitted.

FOR: Fike, Jones Smith, Jaskulski, Tatro and Lahey

AGAINST: None

MOTION CARRIED: 5-0

DRAFT

LDR AMENDMENT: RURAL CONSERVATION SUBDIVISION DESIGN STANDARDS

Ms. Barrón presented Tab 3. She said that the purpose of this ordinance was to amend Chapter XVII, Lake County Code, Appendix E, LDR, entitled Rural Conservation Subdivision Design Standards, to provide and enhance clarity and consistency in the application and interpretation of the standards. She relayed that currently, Comp Plan Policy I-7.4.2 required the adoption and design criteria and guidelines for the development of conservation standards within the Rural FLU, the Wekiva River Protection Area, the Wekiva Study Area and the Green Swamp Area of Critical State Concern; additionally, on January 24, 2023, the BCC had adopted Ordinance 2023-9 which created Chapter XVII, Lake County Code, LDR, entitled Rural Conservation Subdivision Design Standards. She commented that the proposed regulation highlights included the enhancement of the definition of primary and secondary conservation areas, which included the following: historic and archaeological sites including cemeteries; prime farmland; critical wildlife habitat; buffers to wetlands and waterbodies; preservation of scenic viewsheds; mapping and feature analysis; and protection by a binding legal instrument recorded in Public Records. She also listed the enhanced conceptual sketch plan requirements: revised timing of the public information meeting; revised the timing of the onsite meeting with County staff; required a management plan for open space, preservation areas, stormwater and roads; all conceptual sketch plans would be reviewed by the BCC; and required a conceptual sketch plan to be approved by resolution.

The Chairman opened the floor for public comment.

Ms. Newton expressed appreciation for several of the proposed changes, especially the requirement that all of these developments would be reviewed by the BCC. She also indicated appreciation for a cap being placed on the density increases; however, she opined that density should not be increased within the rural transition areas, the Wekiva Study Area, the Wekiva River Protection Area or the Green Swamp Area of Critical State Concern as they were environmentally sensitive lands which played a critical role in groundwater recharge, spring protection, wildlife habitat and flood control. She opined that if density bonuses remained, the cap should be no more than 10 percent and only when transfer of development rights (TDR) was utilized, with the sending area being permanently stripped of the development rights; otherwise, she opined that they were not truly conserving land. She opined that to move away from density bonuses as incentives, the wording under the applicability should remain "required" rather than be changed to "permitted," and that conservation subdivisions with at least 50 percent open space should be required in all of the rural areas. She opined that it would be best to increase the minimum open space to 60 percent in the Wekiva Study Area and the Wekiva River Protection Area, and that it should remain 60 to 80 percent in the Green Swamp Area of Critical State Concern. She expressed concerns about the nitrification fields and land application provisions for both community and individual sewage disposal systems, opining that the spray irrigation of wastewater must be closely monitored and highly restricted within the Wekiva Study Area, Wekiva River Protection Area and the Green Swamp Area of Critical State Concern. She opined that nutrient pollution was already a significant issue with their spring shed in the areas of their basin management action plan (BMAP), and

DRAFT

that nitrification processes could also produce biosolids; therefore, she opined that there should be clear language stating that no biosolids were to be spread within the Wekiva Study Area, Wekiva River Protection Area and the Green Swamp Area of Critical State Concern. She opined that while advanced distributed wastewater treatment systems (DWTS) were more efficient than conventional septic systems, even under ideal conditions they were only about 85 percent effective, which meant that there was approximately 15 percent of nutrient loading entering the environment. She opined that in areas where they were already required to reduce nutrient loading under their BMAP requirements, they should not be approving policies that increased this. She then opined that cemeteries and burial sites should be included within the primary conservation area category and not count toward open space or density calculations.

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

Ms. Jones Smith asked how the optional density bonus resulted in additional density. She relayed that it said "the maximum number of building lots or dwelling units in a subdivision shall not exceed the number that could otherwise be developed by the application of the minimum lot size requirement and/or density standard of the FLU category in which the parcel is located."

Ms. Barrón clarified that the Comp Plan included a policy of transferring it to increase density of wetlands, and that by right, one would be able to increase that density.

Ms. Jones Smith relayed her understanding that they were discussing the transfer of rights.

Ms. Barrón confirmed this and clarified that it was a transfer of wetland credits into units.

Ms. Jones Smith then commented that the other part of that statement said that "a density bonus may be denied if the primary access to the subdivision is from a public roadway that does not meet the current County roadway standard for its classification," and she inquired if this was the only reason that a density bonus could be denied.

Ms. Melanie Marsh, County Attorney, explained that the BCC had pure discretion over whether to approve a density bonus.

Mr. Tatro asked that for wetlands, could one essentially buy mitigation credits and increase the density.

Ms. Barrón denied this, and clarified that if they had a 40 acre parcel with 10 acres being wetlands, they could transfer based on the FLU they were in, noting that in this case it would be two additional dwelling units.

DRAFT

MOTION by Dan Tatro, SECONDED by Judith Fike to APPROVE Tab 3, LDR Amendment: Rural Conservation Subdivision Design Standards, as submitted.

FOR: Fike, Jones Smith, Jaskulski, Tatro and Lahey

AGAINST: None

MOTION CARRIED: 5-0

OTHER BUSINESS

Ms. Barrón stated that the next meeting would be on July 1, 2026.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:41 a.m.

Respectfully submitted,

_____	_____
Josh Pearson	Laura Jones Smith
Deputy Clerk, Board Support	Chairman

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MINUTES
BOARD OF ADJUSTMENT
PUBLIC HEARING

April 1, 2026

The Lake County Board of Adjustment met on April 1, 2026, in the Commission Chambers on the second floor of the County Administration Building in Tavares, Florida to consider requests for variances and any other petitions that may be submitted in accordance with Chapter XIV of the Lake County Land Development Regulations.

Board Members Present:
Bea L. Meeks, Chairman
David Williamson, Vice-Chairman
Tommie Powers
Hugh Gravitt

Board Members Absent:
None

Staff Present:
Melanie Marsh, County Attorney
Michael Fitzgerald, AICP, Director, Office of Planning and Zoning
Janie Barrón, FRA-RP, Planning Manager, Office of Planning and Zoning
Eddie Montanez, Planner I, Office of Planning and Zoning
Eva Lora, Public Hearing Coordinator, Office of Planning and Zoning
Ryan Dongalo, Development Engineer, Public Works

Chairman, Bea Meeks called the meeting to order at 3:00 p.m.

TABLE OF CONTENTS

Agenda Update
Chairman, Bea Meeks asked if there was an agenda update. Janie Barrón, Planning Manager, Office of Planning and Zoning indicated that staff wanted to enter into the record that the cases had been advertised in accordance with state statute and displayed proof of publication. Ms. Barrón indicated there was no agenda updates.

Approval of Minutes
Chairman Meeks asked for a motion to the Minutes for the March 4, 2026, meeting.

MOTION by David Williamson to approve Minutes from March 4, 2026. MOTION seconded by Hugh Gravitt. Minutes approved unanimously.

DRAFT

FOR: 4
AGAINST: 0
ABSENT: 0
MOTION CARRIED

Public Comment
There was no response when Chairman Meeks asked for any public comment.

Consent Agenda

PZ2025-374	Bella Vista Lot 81 Phase 6B	Tab 1

Chairman Meeks asked the board members if they had any comments on the Consent Agenda. There were no comments on the Consent Agenda.

Chairman Meeks asked for a motion to the Consent Agenda.

MOTION by David Williamson to approve the Consent Agenda, MOTION seconded by Hugh Gravitt. MOTION approved unanimously.

FOR: 4
AGAINST: 0
ABSENT: 0
MOTION CARRIED

Regular Agenda
None

Other Business
None

Closing Remarks
Ms., Barrón advised the next Board of Adjustment meeting would be on May 6, 2026.

Adjournment
There being no further business, the meeting was adjourned at 3:03 p.m.

Respectfully submitted,

Eva Lora	Bea L. Meeks
Public Hearing Coordinator	Chairman

DRAFT

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

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

MEETING DATE: 7/14/2026
ITEM TYPE: Action Item
ITEM ID: 41606

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: 06/16/2026
MEETING DATE: 7/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Other
THRU:
ITEM ID: 42982
Melanie Marsh, County Attorney
Michael Fitzgerald, Office of Planning & Zoning Director
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Hamrick Transfer of Development Rights

RECOMMENDATION/REQUIRED ACTION:
Discussion and direction on negotiating the purchase of the Hamrick Transfer of Development Rights. There is no fiscal impact.

BACKGROUND SUMMARY: Discussion and direction concerning Hamrick Transfer of Development Rights (TDR) awarded under *Chaudoin, et al. vs. DEP, et al.*, Circuit Court Case No. 2005-CA-002730. The Alternate Keys, all originally owned by Amanda Musselwhite, Dewey E. Chaudoin and Wilson Hamrick, include:

AK 1785855 (Rural Residential)
AK 1785812 (Rural Residential)
AK 1785791 (Agriculture)
AK 1785766 (Rural Residential)
AK 1711801 (Agriculture)
AK 3275110 (Rural Residential)

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Letter_Chaudoin, et al. v. DEP, et al. TDR transfer_5.02.18

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 06/16/2026
Melanie Marsh	Approved - 06/19/2026
Michael Fitzgerald	Approved - 06/22/2026
Kandace Pourbaix	Approved - 06/22/2026
Miranda Lanoue	Approved - 06/22/2026
Jaime Stewart	Approved - 06/23/2026
Melanie Marsh	Approved - 06/26/2026
Jennifer Barker	Approved - 06/30/2026
Marisol Saldana	Final Approval - 06/30/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

LAKE COUNTY
FLORIDA
Real Florida. Real Close.

COUNTY ATTORNEY'S OFFICE

DIANA JOHNSON
Senior Assistant County Attorney
dmjohnson@lakecountyfl.gov

MELANIE MARSH*
County Attorney
mmarsh@lakecountyfl.gov

MATTHEW MOATS
Assistant County Attorney
mmoats@lakecountyfl.gov

Board Certification in City, County and Local Government Law

May 2, 2018

Amy Brigham Boulris
600 Brickell Avenue
Brickell World Plaza
Suite 3500
Miami, Florida 33131

RE: Chaudoin, et al. v. DEP, et al.; Case No. 05-CA-002730

Ms. Boulris:

As discussed, below is the process County staff will follow as it pertains to the transfer of the TDRs awarded to your clients under the above referenced case number. The County's Planning Office will set up multiple "accounts" in the names of Dewey E. Chaudoin, Wilson Hamrick and Amantha Musselwhite, and will credit the TDRs between the accounts as follows:

Alternate Key	Legal Description	Zoning	Approx. Acreage	TDRs
1785855	East 1/2 of the Northeast 1/4 of Section 30, Township 18 South, Range 29 East, Lake County, Florida.	Rural Residential	80	80
1785812	The Northwest 1/4 of the Northwest 1/4 of Section 29, Township 18 South, Range 29 East, Lake County, Florida.	Rural Residential	40	40
1785791	The South 1/2 of the West 1/4 and the South 30 feet of the Northwest 1/4 of Section 20, Township 18 South, Range 29 East, Lake County Florida; LESS AND EXCEPT: The South 30 feet of the East 1/2 of the Northwest 1/4 of Section 20, Township 18 South, Range 29 East, Lake County Florida.	Agriculture	80	16
1785766	West 1/2 of the Southeast 1/4 and that part of the Northeast 1/4 of the Southwest 1/4 lying East of the Easterly right of way line of State Road No. 44; Section 19, Township 18 South, Range 29 East, Lake County, Florida.	Rural Residential	105	105

1711801	That part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 18 South, Range 29 East, Lake County, Florida, lying East of the Easterly right of way line of State Road No. 44; less the South 50 feet thereof. AND the Southeast 1/4 of the Southwest 1/4 of Section 19, Township 18 South, Range 29 East, Lake County, Florida; less the South 50 feet thereof and Less the right of way of State Road No. 44.	Agriculture	40	8
3275110	The East 1/2 of the Southeast 1/4; the South 30 feet of the East 1/2 of the Northeast 1/4; Section 19, Township 18 South, Range 29 East, Lake County, Florida.	Rural Residential	80	80
		Total	**425**	**329**

Upon receipt of an application from a property owner in the Wekiva River Protection Area Receiving Area, and a signed transfer authorization form executed by all three of the TDR owners, the County will process the rezoning application through the normal course of business. If the Lake County Board of County Commissioners approves the rezoning application, the transferred TDRs will be deducted from whichever account(s) your clients designated on the authorization form.

Please feel free to contact me if you have any questions.

Sincerely,

MMarsh

Melanie Marsh
County Attorney

MM/na

cc: Tim McClendon, Planning Director

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

DATE: 07/06/2026 **MEETING DATE:** 7/14/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Departmental Item
THRU: **ITEM ID:** 43075
BY: Glen Guzman, Office of Code Enforcement Director
SUBJECT: Chisholm Trail RV Park and Campground

RECOMMENDATION/REQUIRED ACTION:
Discussion and direction on the Chisholm Trail RV Park and Campground. The fiscal impact cannot be determined at this time.

BACKGROUND SUMMARY: The property has operated under CUP # 244-5, approved by the Board in 1971. The property is currently owned by Gardy Vastey through Chisholm Trail Real Estate, LLC, which was administratively dissolved by the state in 2022. Over the past several years, the property has experienced significant deterioration, resulting in ongoing code enforcement violations and declining site conditions. Despite these challenges, the park remains occupied by several residents, presenting both public health and safety concerns.

Staff is seeking Board direction on options for resolution.

The fiscal impact cannot be determined at this time.

Fiscal Impact: The fiscal impact cannot be determined at this time.

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Glen Guzman	Created/Initiated - 07/06/2026
Kathleen Dial	Approved - 07/06/2026
Miranda Lanoue	Approved - 07/06/2026
Jaime Stewart	Approved - 07/06/2026
Melanie Marsh	Approved - 07/07/2026
Jennifer Barker	Approved - 07/07/2026
Marisol Saldana	Final Approval - 07/07/2026

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: 7/14/2026
ITEM TYPE: Departmental Item
ITEM ID: 43048

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	-
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:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Planning and Zoning

MEETING DATE: 7/14/2026
ITEM TYPE: Consent Item
ITEM ID: 43049

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	-
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: 06/25/2026
MEETING DATE: 7/14/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Departmental Item
THRU:
ITEM ID: 43050
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 landscape buffer width and material requirements for 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 landscape buffer width and material requirements for 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 and material requirements 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. On June 23, 2026, the Board directed the staff to bring back additional options for buffer width and required materials. If the Board proceeds with approval to advertise the Public Hearing will be scheduled for July 28, 2026.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:

Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate_Landscape Buffer

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 06/25/2026
Melanie Marsh	Approved - 06/26/2026
Michael Fitzgerald	Approved - 06/26/2026
Kathleen Dial	Approved - 06/30/2026
Miranda Lanoue	Approved - 06/30/2026
Jaime Stewart	Approved - 06/30/2026
Melanie Marsh	Approved - 07/06/2026
Jennifer Barker	Approved - 07/06/2026
Marisol Saldana	Final Approval - 07/06/2026

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 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 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 _____ foot Type ___ ~~A~~ landscape buffer along its right-of-way, provided, however, that a ~~A~~ Type C Landscape Buffer is required for parcels along SR 50, US 27, US 192, and US 441. ~~Subdivisions in the A, AR, and RA Zoning Districts Shall be exempt from this requirement, unless required by another provision of this Section~~.

****

(*The remainder of Section 9.01.06 shall remain unchanged.)*

Section 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 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 a subdivision of more than ten units at a density of more than one DU per acre 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:

This Business Impact Estimate for the proposed ordinance is included in the agenda packet for the Board of County Commissioners Meeting at https://lakecountyfl.gov/board-of-county-commissioners/board-meetings and under the Lake County Ordinances webpage at https://lakecountyfl.gov/county-attorney/ordinances.

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

DATE: 04/27/2026

MEETING DATE: 7/14/2026

ITEM TYPE: Departmental Item

ITEM ID: 42923

TO: Jennifer Barker, County Manager

THRU: Jeffrey Earhart, Engineering & Operations Director - Central District

BY: Melanie Brown, Office Manager

SUBJECT: Discussion and direction regarding Distributed Wastewater Treatment Systems (DWTS) at Lake Nellie Crossing

---

RECOMMENDATION/REQUIRED ACTION:
Discussion and direction on the request that operation and maintenance responsibilities for the Lake Nellie Crossing subdivision DWTS program be transferred from the HOA/Developer to Lake County.

The fiscal impact cannot be determined at this time. Commission District 1.

BACKGROUND SUMMARY: Lake Nellie Crossing is requesting the County accept the Distributed Wastewater Treatment Units at each lot into the County's Distributed Wastewater Treatment System program.

The options include:
1. No Action: The Developer/HOA will continue to collect the fees and remit payment directly to OnSyte Performance, LLC, ("OnSyte") as set forth in their private agreement.

2. County Acts As Collection Agent: The County would serve in the capacity as a collection agency utilizing a special assessment process for billing without assuming any ownership or maintenance responsibilities. The County would collect an administration fee in addition to the contractual rates established in the private agreement between the developer and OnSyte. Payments would be collected through the tax bill.

3. County Assumes Ownership, Operation, Maintenance and Collection Obligations: Assumption of title, operation and maintenance over the system. Under this option, the developer would be required to terminate a private agreement with OnSyte and OnSyte would have to agree to perform maintenance under the terms of the County's existing agreement with the provider. Payments would be collected through the tax bill.

If the Board agrees to Option 2 or 3 above, it is recommended that such approval be contingent upon the Developer/HOA terminating its existing agreement with OnSyte and amending the County's current agreement with OnSyte to include these units. A copy of

OnSyte's current agreement with the Lake Nellie Crossing Homeowners' Association (HOA) is attached, along with a copy of the HOA's Florida Department of Environmental Protection (FDEP) permit for the DWTS installed at Lake Nellie Crossing. The HOA is currently paying $55 per unit per month; however, this fee would need to be adjusted to align with the County's contracted fee structure. In addition, the units would need to be incorporated into the County's FDEP permit and the HOA's existing permit would need to be terminated. Accordingly, County staff would be required to negotiate these revisions with OnSyte, address the separate permitting issue, and obtain the necessary easements over the units.

For background information, Lake Nellie Crossing consists of 102 lots and is located south of Clermont in a portion of Sections 13 and 14, Township 23 South, Range 25 East. The property is located east of Lakeshore Drive and north of Suggs Road in the unincorporated Clermont area. The subdivision was approved through a Settlement Agreement after the Lake County Board of County Commissioners (Board) denied a request for rezoning on July 6, 2021. The Settlement Agreement included the following provisions:

• All 102 lots were to be located on the primary parcels identified as AK 386032 and 1813107. The third parcel will be used for open space, conservation and passive recreation, and donated to the County, if requested.
• Internal roadways were to use a curvilinear design for throughout the development to provide a more rural feel to the community.
• The subdivision entrance was to be landscaped in a manner that contributes to a more rural community setting.
• The developer was to contract for the purchase of an additional parcel for future development to alleviate concerns of residents as to the uncertainty of development on those parcels.
• The development would be in substantial compliance with the concept plan.
• A distributed wastewater system was to be incorporated into the design.
• Improvements to Lakeshore Drive were to be incorporated into the development.

On September 24, 2024, the Board accepted the final plat for Lake Nellie Crossing. The plat included the following statements:

21. Distributed wastewater treatment system: per section 27.2 of the community declaration restrictions (right-of-way and access), duly authorized agents of the association shall at all times have access to association-owned facilities on each lot for the purpose of installing, maintaining, inspecting, sampling, and removing association property and shall have access to each lot during normal working hours for these purposes. Each owner hereby acknowledges and agrees that access is hereby granted over such portions of each lot as reasonably necessary for the existence and maintenance of the DWTU (and the replacement thereof) in favor of the entity required to maintain the same. Failure to provide such access may be grounds for discontinuance of service and relocation of equipment at the owner's expense. The association and its employees and agents shall not be liable for trespass during the performance of these activities.

22. Each lot owner purchasing a lot shown on this plat consents to the imposition of a municipal service benefit unit by Lake County or other governmental entity for maintenance of wastewater treatment facilities, street lighting, stormwater areas, and any public roadways, as applicable. Any easements required by Lake County must be granted.

Additionally, as part of the plat review and approval process, a copy of HOA restrictive covenants was provided to the County for review. Section 27 of the Restrictive Covenants, entitled *Distributed Wastewater Treatment System*, provides that "*DWTU and drain fields are owned and operated by the [HOA] pursuant to a Master Service Agreement with OnSyte Performance, LLC."* A copy of the Master Service Agreement is included as an exhibit to the recorded document (Lake County Official Records Book 6306, Pages 1950 – 2051).

Fiscal Impact: The fiscal impact cannot be determined at this time.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Lake Nellie Recorded - Final Plat
2.	Vicinity Map Lake Nellie Crossing
3.	Lake Nellie Crossing Location Map
4.	DEP Permit-DWTS-Lake Nellie Crossing
5.	DWTS Agreement between Onsyte and Lake Nellie EXECUTED - OnSyte - Form Master Services Agreement - Final

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STAFF APPROVALS AND DATES:

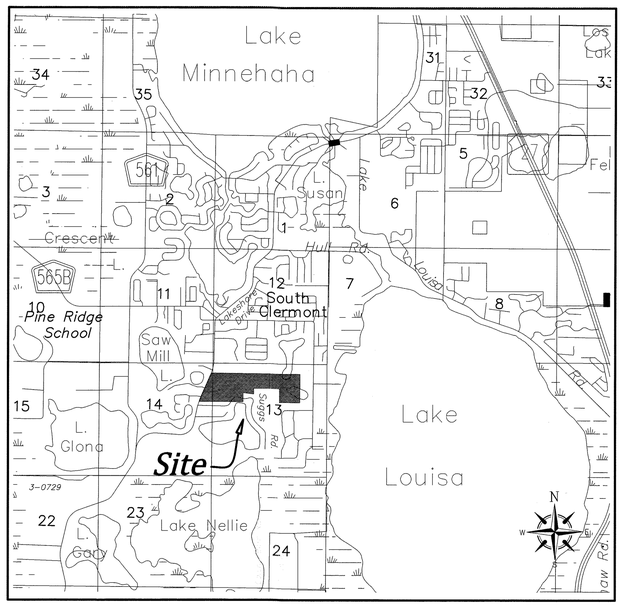
Melanie Brown	Created/Initiated - 04/27/2026
Jeffrey Earhart	Approved - 04/28/2026
David Hill	Approved - 04/28/2026
Kerri Andrews	Approved - 04/29/2026
Grace Burgos	Approved - 04/29/2026
Roberto Bonilla	Approved - 04/29/2026
Rachel Bartolowits	Approved - 05/18/2026
Ron Falanga	Approved - 05/18/2026
Alexis Clark	Approved - 05/20/2026
Kandace Pourbaix	Approved - 05/20/2026
Miranda Lanoue	Approved - 05/20/2026
Jaime Stewart	Approved - 05/26/2026
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:

INSTRUMENT#: 2024121904 PLAT BK 85 PG 13 PAGES: 10 10/18/2024 3:30:54 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES: $165.00



VICINITY MAP
NOT TO SCALE

LEGEND

ADD'L	ADDITIONAL	PG.	PAGE
C#	CURVE NUMBER	P.I.	POINT OF INTERSECTION
CCR	CERTIFIED CORNER RECORD	P.O.B.	POINT OF BEGINNING
CHD.	CHORD	P.R.C.	POINT OF REVERSE CURVATURE
CONC.	CONCRETE	PRM	PERMANENT REFERENCE MONUMENT
D.E.	DRAINAGE EASEMENT	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
D.U.E.	DRAINAGE AND UTILITY EASEMENT	P.T.	POINT OF TANGENCY
EL/ELEV	ELEVATION	R.P.	RADIUS POINT
HOA	HOMEOWNERS ASSOCIATION	R/W	RIGHT OF WAY
ID.	IDENTIFICATION	SEC.	SECTION
L#	LINE NUMBER	TWP.	TOWNSHIP
L.B.	LICENSED BUSINESS	RNG.	RANGE
L.S.	LICENSED SURVEYOR	DWTS	DISTRIBUTED WASTEWATER TREATMENT SYSTEM
MON.	MONUMENT	DWTU	DISTRIBUTED WASTEWATER TREATMENT UNIT
NT	NON-TANGENT		
(NR)	NON RADIAL		
O.R.B.	OFFICIAL RECORDS BOOK		
P.B.	PLAT BOOK		
P.C.	POINT OF CURVATURE		
P.C.C.	POINT OF COMPOUND CURVATURE		
P.C.P.	PERMANENT CONTROL POINT		

⧈ DENOTES 4"x4" CONCRETE MONUMENT "PRM L.B. 966"
○ DENOTES 1/2" IRON ROD WITH CAP "L.B. 966"
◉ DENOTES NAIL AND DISK "L.B. 966 P.C.P."
■ DENOTES 4"x4" CONCRETE MONUMENT (AS NOTED)

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179
Fax (407) 847-6140

TRACT TABLE

TRACT	USE	OWNERSHIP
A	CONSERVATION EASEMENT	HOA
B	WET POND/DRAINAGE	HOA
C	ADDITIONAL RIGHT OF WAY	LAKE COUNTY
D	OPEN SPACE	HOA
E	OPEN SPACE	HOA
F	LANDSCAPE BUFFER	HOA
G	RECREATION	HOA
I	OPEN SPACE	HOA
J	PRIVATE DRIVE	SUGGS
K	LANDSCAPE BUFFER	HOA
L	LANDSCAPE BUFFER	HOA
M	LANDSCAPE BUFFER	HOA
N	ADDITIONAL RIGHT OF WAY	LAKE COUNTY
O	CONSERVATION & WETLAND BUFFER	HOA

LAKE NELLIE CROSSING

A PORTION OF SECTIONS 13 AND 14,
TOWNSHIP 23 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

INSTRUMENT #2024121904
PLAT BK 85 PG 13 (10 PGS)
DATE: 10/18/2024 3:30:54 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $165.00

PLAT BOOK 85 PAGE 13

LEGAL DESCRIPTION:

PART A:

A portion of the Northwest 1/4 of Section 13, Township 23 South, Range 25 East and the Northeast 1/4 of Section 14, Township 23 South, Range 25 East, Lake County, Florida being described as follows:

BEGIN at the Northwest corner of Tract B, VISTA GRANDE PHASE I, as recorded in Plat Book 58, Pages 17 through 19 of the Public Records of Lake County, Florida; thence run S89°22'40"E, along the North line of said Tract B, a distance of 769.10 feet to a point on the West Right of Way line of Royal Vista Avenue; thence run N00°45'25"E, along said West Right of Way line, a distance of 678.58 feet to a point on the South line of VISTA GRANDE PHASE II, as recorded in Plat Book 58, Pages 20 through 22 of the Public Records of Lake County, Florida; thence along said South line the following two (2) courses: run N89°17'12"W, a distance of 2,585.09 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 13, Township 23 South, Range 25 East; thence run N89°30'57"W, a distance of 171.28 feet to a point on the West Right of Way line of Lakeshore Drive; thence along said West Right of Way line the following two (2) courses: run S23°56'21"W, a distance of 1,238.08 feet to the Point of Curvature of a curve concave to the East, having a Radius of 1,399.33 feet and a Central Angle of 08°03'55"; thence run Southerly along the arc of said curve, a distance of 196.98 feet (Chord Bearing = S19°54'24"W, Chord = 196.82 feet) to the North Right of Way line of Suggs Road being on the North line of LAKE NELLIE SHORES, as recorded in Plat Book 29, Pages 78 and 79 of the Public Records of Lake County, Florida; thence along said North line the following two (2) courses: run S89°27'11"E, a distance of 716.31 feet; thence run S89°32'50"E, a distance of 1,330.39 feet to a point on the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 13; thence run N00°45'37"E, along said East line, a distance of 421.25 feet; thence run S83°31'10"E, a distance of 494.90 feet to a point on the West line of the aforesaid Tract B; thence run N00°46'18"E, along said West line, a distance of 264.85 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: The South 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 13, Township 23 South, Range 25 East, Lake County, Florida (containing 5.04 acres, more or less).

Containing 71.21 total acres, more or less.

PART B:

A portion of the West 1/2 of the Northeast 1/4 of Section 13, Township 23 South, Range 25 East, Lake County, Florida being described as follows:

BEGIN at the Northwest corner of Tract A, VISTA GRANDE PHASE I, as recorded in Plat Book 58, Pages 17 through 19 of the Public Records of Lake County, Florida; thence run N00°45'25"E, along the East Right of Way line of Royal Vista Avenue, a distance of 678.68 feet; thence run S89°44'20"E, along the North line of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 13, Township 23 South, Range 25 East, a distance of 1,330.53 feet; thence run S00°21'58"W, along the East line of the West 1/2 of said Northeast 1/4, a distance of 1,321.04 feet; thence run N89°15'40"W, along the North line of HILLS OF LAKE LOUISA, as recorded in Plat Book 36, Pages 67 and 68 of the Public Records of Lake County, Florida, a distance of 931.37 feet; thence run S03°15'31"W, a distance of 6.40 feet; thence run S89°30'55"W, a distance of 20.10 feet; thence run N00°46'50"E, along the West line of said VISTA GRANDE PHASE 1, a distance of 640.09 feet; thence run N89°33'36"W, along the North line of aforesaid Tract A, a distance of 388.01 feet to the POINT OF BEGINNING.

Containing 34.69 acres, more or less.

105.90 TOTAL ACRES, MORE OR LESS DESCRIBED

SHEET INDEX	
SHEET 1	DEDICATION, LEGAL DESCRIPTION
SHEET 2	PROPERTY INFORMATION AND NOTES
SHEETS 3-4	OVERALL DETAILS AND KEY MAPS
SHEETS 5-9	LOT & TRACT DETAILS
SHEET 10	EASEMENT DETAIL SHEET

REVIEWER STATEMENT

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signature Carey M. Melvin, PSM Date 8/6/2024

PROFESSIONAL SURVEYOR AND MAPPER NO. LS 6329

CERTIFICATE OF SURVEYOR

KNOW ALL BY THESE PRESENTS, That the undersigned, being a professional surveyor and mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his supervision, and that this plat complies with all the provisions of Chapter 177, Florida Statutes.

Richard D. Brown, P.S.M.

Dated 7/31/24 Registration No. 5700

Johnston's Surveying, Inc.
900 Cross Prairie Parkway
Kissimmee, FL 34744
Professional Surveying Certificate of Authorization No. L.B. 966

CERTIFICATES OF APPROVAL

COUNTY ENGINEER — Signature — Date 8/6/24

PLANNING AND ZONING MANAGER — Signature — Date 8-7-24

COUNTY ATTORNEY — Signature — Date 10-15-24

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, that on Sept 24, 2024, the foregoing plat was approved by the Board of County Commissioners of Lake County, Florida.

By: _____ CHAIRMAN OF THE BOARD

Attest: _____ CLERK OF THE BOARD

DEDICATION
LAKE NELLIE CROSSING

KNOW ALL MEN BY THESE PRESENTS. That the undersigned, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed, and dedicates Tract C, Tract N, the Streets, Drainage and/or Utility Easements (separate or combined) shown hereon, to the perpetual use of the public.

Tract O (Wetland/Buffer/Conservation) is hereby dedicated to the Lake Nellie Crossing Homeowners Association, Inc.

IN WITNESS WHEREOF, The undersigned has caused these presents to be signed and sealed by the officer named below on August 5th, 2024.

PILLAR CONSTRUCTION GROUP, LLC, a Florida limited liability company

By: _____
Michael Boutros Manager

WITNESSES:

Yemi Sierra — Signature
Yemi Sierra — Print Name

Signature
PAUL AARON WILLIS — Print Name

STATE OF FLORIDA, COUNTY OF Lake
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 5TH DAY OF August 2024, BY Michael Boutros, AS Manager, SUCH PERSON [ ] IS PERSONALLY KNOWN TO ME OR [✓] HAS PRODUCED Drivers License AS IDENTIFICATION.

A Hansen
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC

AMANDA HANSEN
Notary Public - State of Florida
Commission # HH 175025
My Comm. Expires Sep 12, 2025
Bonded through National Notary Assn.

CERTIFICATE OF CLERK

I hereby certify, that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on October 18, 2024 at 3:30 PM

FILE NO. 2024121904

M Swain
CLERK OF THE CIRCUIT COURT AND FOR LAKE COUNTY, FLORIDA

JOB # 23-196A

LAKE NELLIE CROSSING

A PORTION OF SECTIONS 13 AND 14,
TOWNSHIP 23 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM. REFERENCE BEARING BEING THE EAST RIGHT OF WAY LINE OF LAKESHORE DRIVE AS S23°56'21"W.
2. HORIZONTAL COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM DERIVED FROM LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM NETWORK AND OBSERVATION OF STATION LC01 OF THE LAKE COUNTY GEODETIC CONTROL NETWORK.
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE LAKE COUNTY VERTICAL CONTROL NETWORK AS DERIVED FROM BENCHMARK X465, A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE INTERSECTION OF COUNTY ROAD 561 AND FLORIDA BOYS RANCH ROAD, ELEVATION 111.08, RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
4. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION, PER F.S. 177.091(28).
5. ALL LOT/TRACT LINES THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL UNLESS OTHERWISE NOTED AS BEING NON-RADIAL (NR).
6. ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 12069C0650E DATED DECEMBER 18, 2012, THE LANDS SHOWN HEREON ARE IN ZONES "X", "A" AND "AE" (BASE FLOOD ELEVATION = 100.5' NAVD '88).
7. STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATED TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.
8. TRACT A IS A CONSERVATION TRACT THAT SHALL BE OWNED AND MAINTAINED BY THE LAKE NELLIE CROSSING HOMEOWNERS ASSOCIATION, INC. AND CONVEYED BY SEPARATE INSTRUMENT.
9. TRACT B IS A WET POND/DRAINAGE TRACT THAT SHALL BE OWNED AND MAINTAINED BY THE LAKE NELLIE CROSSING HOMEOWNERS ASSOCIATION, INC. AND CONVEYED BY SEPARATE INSTRUMENT.
10. TRACT C IS 17.00 FOOT ADDITIONAL RIGHT OF WAY TRACT DEDICATED TO LAKE COUNTY BY THIS PLAT.
11. TRACTS D, E AND I ARE OPEN SPACE TRACTS THAT SHALL BE OWNED AND MAINTAINED BY THE LAKE NELLIE CROSSING HOMEOWNERS ASSOCIATION, INC. AND CONVEYED BY SEPARATE INSTRUMENT.
12. TRACTS F, K, L AND M ARE LANDSCAPE BUFFER TRACTS THAT SHALL BE OWNED AND MAINTAINED BY THE LAKE NELLIE CROSSING HOMEOWNERS ASSOCIATION, INC. AND CONVEYED BY SEPARATE INSTRUMENT.
13. TRACT G IS A RECREATION TRACT THAT SHALL BE OWNED AND MAINTAINED BY THE LAKE NELLIE CROSSING HOMEOWNERS ASSOCIATION, INC. AND CONVEYED BY SEPARATE INSTRUMENT.
14. TRACT J IS A PRIVATE DRIVE TRACT THAT SHALL BE OWNED AND MAINTAINED BY HARRY ALFRED SUGGS FAMILY TRUST AND WILL BE CONVEYED ONCE FINAL PLAT IS RECORDED.
15. TRACT N IS 25.00 FOOT ADDITIONAL RIGHT OF WAY DEDICATED TO LAKE COUNTY BY THIS PLAT.
16. TRACT O (WETLAND/BUFFER/CONSERVATION) SHALL BE OWNED AND MAINTAINED BY THE LAKE NELLIE CROSSING HOMEOWNERS ASSOCIATION, INC. IN PERPETUITY AS A CONSERVATION TRACT. IT SHALL BE MAINTAINED IN ITS EXISTING, NATURAL, VEGETATIVE, HYDROLOGIC, SCENIC, OPEN OR WOODED CONDITION, AS APPLICABLE. ANY ACTIVITY OR USE OF THE CONSERVATION TRACT INCONSISTENT WITH THE CONSERVATION PURPOSE OR INCONSISTENT WITH THE REQUIREMENTS OF SECTION 704.06, FLORIDA STATUTES, SHALL BE PROHIBITED.
17. THERE ARE 10.00 FOOT DRAINAGE AND UTILITY EASEMENTS ON ALL LOTS AND TRACTS ABUTTING RIGHT OF WAY AS SHOWN HEREON. THERE ARE 5.00 FOOT DRAINAGE AND UTILITY EASEMENTS ALONG SIDE AND REAR LOT LINES UNLESS OTHERWISE DEPICTED HEREON.
18. DRAINAGE EASEMENTS SHOWN HEREON ARE FOR THE BENEFIT OF THE LAKE NELLIE CROSSING HOMEOWNERS ASSOCIATION, INC. MAINTENANCE OF THE EASEMENT AREA IS THE RESPONSIBILITY OF THE LOT/TRACT OWNER.
19. ALL COMMON AREAS, FENCES AND RETENTION AREAS SHALL BE MAINTAINED BY THE LAKE NELLIE CROSSING HOMEOWNERS ASSOCIATION, INC.
20. LOT AND TRACT CORNERS DEPICTED HEREON SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES.
21. DISTRIBUTED WASTEWATER TREATMENT SYSTEM: PER SECTION 27.2 OF THE COMMUNITY DECLARATION RESTRICTIONS (RIGHT-OF-WAY AND ACCESS), DULY AUTHORIZED AGENTS OF THE ASSOCIATION SHALL AT ALL TIMES HAVE ACCESS TO ASSOCIATION-OWNED FACILITIES ON EACH LOT FOR THE PURPOSE OF INSTALLING, MAINTAINING, INSPECTING, SAMPLING, AND REMOVING ASSOCIATION PROPERTY AND SHALL HAVE ACCESS TO EACH LOT DURING NORMAL WORKING HOURS FOR THESE PURPOSES. EACH OWNER HEREBY ACKNOWLEDGES AND AGREES THAT ACCESS IS HEREBY GRANTED OVER SUCH PORTIONS OF EACH LOT AS REASONABLY NECESSARY FOR THE EXISTENCE AND MAINTENANCE OF THE DWTU (AND THE REPLACEMENT THEREOF) IN FAVOR OF THE ENTITY REQUIRED TO MAINTAIN THE SAME. FAILURE TO PROVIDE SUCH ACCESS MAY BE GROUNDS FOR DISCONTINUANCE OF SERVICE AND RELOCATION OF EQUIPMENT AT THE OWNER'S EXPENSE. THE ASSOCIATION AND ITS EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR TRESPASS DURING THE PERFORMANCE OF THESE ACTIVITIES.
22. EACH LOT OWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPOSITION OF A MUNICIPAL SERVICE BENEFIT UNIT BY LAKE COUNTY OR OTHER GOVERNMENTAL ENTITY FOR MAINTENANCE OF WASTEWATER TREATMENT FACILITIES, STREET LIGHTING, STORMWATER AREAS, AND ANY PUBLIC ROADWAYS, AS APPLICABLE. ANY EASEMENTS REQUIRED BY LAKE COUNTY MUST BE GRANTED
23. INDIVIDUAL LOT PURCHASERS SHALL BE REQUIRED TO COMPLY WITH ALL LANDSCAPE MAINTENANCE REQUIREMENTS AS SET FORTH IN SECTION 9.01.00, LAND DEVELOPMENT REGULATIONS.
24. ALL STREETLIGHTS INSTALLED WITHIN THIS PLAT SHALL BE OWNED AND MAINTAINED BY SECO ENERGY; HOWEVER THE LAKE NELLIE CROSSING HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE STREET LIGHTS. ALL STREET LIGHTS SHALL BE PLACED IN A UTILITY EASEMENT BEHIND THE SIDEWALK AND NOT IN THE PUBLIC RIGHT OF WAY.
25. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNERS TO OPERATE AND MAINTAIN ANY STORMWATER MANAGEMENT SYSTEM NOT LOCATED WITHIN THE RIGHTS-OF-WAY OF ROADS UNLESS SUCH RESPONSIBILITY IS VOLUNTARILY ASSUMED BY LAKE COUNTY AND IN SUCH CASE, LAKE COUNTY SHALL BE ENTITLED TO UTILIZE ALL TRACTS AND EASEMENTS DESIGNATED ON THIS PLAT FOR STORMWATER PURPOSES.
26. FUTURE ROAD MAINTENANCE WILL BE FUNDED THROUGH THE USE OF A MUNICIPAL SERVICE TAXING UNIT (MSTU), OR MUNICIPAL SERVICE BENEFIT UNIT (MSBU) AS AUTHORIZED UNDER SECTION 2 125.01(1)(Q), FLORIDA STATUTES. BEFORE OR CONCURRENT WITH ANY FINAL PLAT OR SITE PLAN APPROVAL, THE OWNER SHALL PROVIDE ANY DOCUMENTATION REQUIRED BY THE COUNTY TO IMPOSE AN MSTU OR MSBU, AT THE COUNTY'S DISCRETION, ON THE PLATTED LOTS. ADDITIONALLY, THE OWNER ACKNOWLEDGES AND AGREES THAT THE MSTU OR MSBU SHALL BE COLLECTED AS A NON-AD VALOREM ASSESSMENT USING THE UNIFORM METHOD OF COLLECTION SET FORTH UNDER SECTION 7 197.3632, FLORIDA STATUTES.
27. MORTGAGEES JOINDER AND CONSENT TO DEDICATION WILL BE FILED BY SEPARATE INSTRUMENT IN THE PUBLIC RECORDS.

PROPERTY INFORMATION:

THIS PLAT IS SUBJECT TO THE FOLLOWING MATTERS OF RECORD AS SHOWN ON OPINION OF TITLE FROM SHUFFIELD LOWMAN; ITEMS WHICH CAN BE GRAPHICALLY DEPICTED ARE SHOWN HEREON (SEE SHEETS 4-8):

1. ORDINANCE 2022-13 RECORDED MARCH 7, 2022, IN OFFICIAL RECORDS BOOK 5909, PAGE 2088 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
2. TEMPORARY NON-EXCLUSIVE FILL SLOPE EASEMENT AGREEMENT BY AND BETWEEN HARRY ALFRED SUGGS, INDIVIDUALLY AND AS TRUSTEE OF THE HARRY ALFRED SUGGS FAMILY TRUST DATED MARCH 27, 2009, AND PATRICIA DURMEYER SUGGS, INDIVIDUALLY AND AS TRUSTEE OF THE PATRICIA DURMEYER SUGGS FAMILY TRUST DATED MARCH 27, 2009, AND LAKE NELLIE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED MAY 13, 2022, IN OFFICIAL RECORDS BOOK 5956, PAGE 2422 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
3. TEMPORARY CONSTRUCTION EASEMENT BY AND BETWEEN LIBERTY BAPTIST CHURCH OF CLERMONT, INC. AND LAKE NELLIE CROSSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED MAY 26, 2023, IN OFFICIAL RECORDS BOOK 6148, PAGE 2324 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PERPETUAL UTILITY EASEMENT RECORDED OCTOBER 24, 2023, IN OFFICIAL RECORDS BOOK 6231, PAGE 57 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
5. PERPETUAL UTILITY EASEMENT RECORDED OCTOBER 24, 2023, IN OFFICIAL RECORDS BOOK 6231, PAGE 77 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (TO BE SUBROGATED PRIOR TO RECORDING)
6. EASEMENT AGREEMENT RECORDED DECEMBER 1, 2023, IN OFFICIAL RECORDS BOOK 6250, PAGE 1264 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
7. RIGHT OF WAY AND EASEMENT AGREEMENT RECORDED DECEMBER 6, 2023, IN OFFICIAL RECORDS BOOK 6253, PAGE 472 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
8. TEMPORARY ACCESS EASEMENT AGREEMENT RECORDED JANUARY 8, 2024, IN OFFICIAL RECORDS BOOK 6267, PAGE 39 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (WILL BE RELEASED WHEN WORK IS COMPLETED, NO INSTRUMENT NEEDED)
9. NOTICE OF COMMENCEMENT RECORDED JANUARY 31, 2024, IN OFFICIAL RECORDS BOOK 6277, PAGE 1761 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
10. TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED JANUARY 16, 2024, IN OFFICIAL RECORDS BOOK 6270, PAGE 1599 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (TO BE SUBROGATED)
11. TEMPORARY EASEMENT AGREEMENT RECORDED JANUARY 16, 2024, IN OFFICIAL RECORDS BOOK 6270, PAGE 1593 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (TO BE SUBROGATED)
12. COMMUNITY DECLARATION FOR LAKE NELLIE CROSSING RECORDED MARCH 27, 2024, IN OFFICIAL RECORDS BOOK 6306, PAGE 1950, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179
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LAKE NELLIE CROSSING

A PORTION OF SECTIONS 13 AND 14,
TOWNSHIP 23 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

SHEET 3 OF 10

PLAT BOOK 85 PAGE 15

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C159	1399.33'	8°03'55"	196.98'	S19°54'24"W	196.82'

N
W E
S

100 0 50 100 200
GRAPHIC SCALE
IN FEET
1 INCH = 100 FEET

NW CORNER SEC. 13, TWP. 23 S, RNG. 25 E
3" IRON PIPE, CCR #3718

N01°03'48"E
661.26'

EAST LINE OF THE NE 1/4 OF SEC. 14, TWP. 23 S, RNG. 25 E

WEST LINE OF THE NW 1/4 OF SEC. 13, TWP. 23 S, RNG. 25 E

NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF THE NW 1/4 OF SEC. 13, TWP. 23 S, RNG. 25 E

N89°30'57"W
171.28'

TRACT A

TRACT C

ROYAL VISTA AVENUE (50.00' R/W PER P.B. 58, PGS. 20-22)

VISTA GRANDE PHASE II
P.B. 58, PGS 20-22

VISTA GRANDE PHASE II
P.B. 58, PGS 20-22

SOUTH LINE VISTA GRANDE PHASE II

N89°17'12"W 2585.09'

662.79'

662.72'

TRACT L LANDSCAPE BUFFER

629.79'

629.79'

155 156 157 158 159 160 161 162 163 164 165 166 167 168 169

8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36

SHEET 9

SHEET 8

PINE MILL COURT
60.00' PUBLIC R/W

S01°03'24"W
330.85'

NELLIE CROSSING CIRCLE
60.00' PUBLIC R/W

EAST R/W LINE
17.00' ADDITIONAL RIGHT OF WAY
TRACT L LANDSCAPE BUFFER

TRACT F LANDSCAPE BUFFER

S89°20'05"E 663.38'

TRACT D
OPEN SPACE

NOT A PART OF THIS PLAT
SOUTH 1/2 OF THE SW 1/4 OF THE NW 1/4 OF THE NW 1/4 OF SEC. 13-23-25 (5.04 ACRES±)
NOT PLATTED

N01°03'24"E 330.85'

S00°57'16"W 330.30'

N89°22'53"W 663.97'

TRACT F LANDSCAPE BUFFER

TRACT E
OPEN SPACE

TRACT G
RECREATION

41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75

SHEET 7

NELLIE CROSSING CIRCLE
60.00' PUBLIC R/W

TRACT I
OPEN SPACE

TRACT K

TRACT J
PRIVATE DRIVE

P.O.B. PART A
NW CORNER TRACT B, VISTA GRANDE PHASE 1
4"x4" CONCRETE MONUMENT "PSM 5322 PRM"

S89°22'40"E 769.

264.85'

N00°46'18"E

1 2 3 4 5 6 7 100 101 102

SHEET 6

SHEET 5

ISLE WAY

6 5 4 7 8 9 10

TRACT B
WET POND/DRAINAGE

TRACT B
VISTA GRANDE PHASE 1
P.B. 58, PGS 17-19

S83°31'10"E 494.90'

ZONE "X"

79.59'

(WITNESS CORNER)

ZONE "AE" (BFE = 100.5)

TRACT O
CONSERVATION & WETLAND BUFFER

LITTLE LAKE NELLIE

EAST LINE OF THE SW 1/4 OF THE NW 1/4 OF SEC. 13-23-25

341.66'

N00°45'37"E 421.25'

FLOOD LINE AS SCALED FROM FEMA MAP #12069C0650E DATED 12/18/2012

NOT PLATTED
ZONE "X"

ZONE "AE" (BFE = 100.5)

CORNER POSITION FALLS IN WATER (UNABLE TO SET)

530.39'

SITE BENCHMARK
FOUND 5/8" IRON ROD, ELEV = 113.47

LAKESHORE DRIVE
(66.00' PUBLIC RIGHT OF WAY)

TRACT C

TRACT M LANDSCAPE BUFFER

619.04'

17.00' ADDITIONAL RIGHT OF WAY

S23°56'21"W 1238.08'

C159

EAST LINE OF THE NE 1/4 OF SEC. 14, TWP. 23 S, RNG. 25 E

WEST LINE OF THE NW 1/4 OF SEC. 13, TWP. 23 S, RNG. 25 E

N01°03'24"E 659.28'

99 98 97 96 95 94 93 92 91 90 89 88 87 86 85 84 83 82 81 80

TRACT B
WET POND/DRAINAGE

ZONE "X"

TRACT M LANDSCAPE BUFFER

TRACT N

25.00' ADDITIONAL RIGHT OF WAY

800.00'

S89°27'11"E 716.31'

SUGGS ROAD
(25.00' RIGHT OF WAY PER P.B. 29, PGS. 78-79)

S89°32'50"E 1330.39'

WITNESS CORNER

TRACT A

LAKE NELLIE SHORES
P.B. 29, PGS. 78-79

NORTH LINE LAKE NELLIE SHORES

HORIZONTAL & VERTICAL CONTROL POINT
N1510470.919
E407770.551
EL.121.74

LAKE NELLIE SHORES
P.B. 29, PGS. 78-79

LAKE NELLIE SHORES
P.B. 29, PGS. 78-79

16 17 18 19 22 23 24 25 28 29 30 31 34 35 36

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LAKE NELLIE CROSSING

A PORTION OF SECTIONS 13 AND 14,
TOWNSHIP 23 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

SHEET 4 OF 10

PLAT BOOK 85 PAGE 16

N

W E

S

100 0 50 100 200

GRAPHIC SCALE
IN FEET
1 INCH = 100 FEET

EAST LINE OF THE NW 1/4 OF SEC. 13, TWP. 23 S., RNGS. 25 E.

ROYAL VISTA AVENUE (50.00' R/W PER P.B. 58, PGS. 20-22)

VISTA GRANDE PHASE II
P.B. 58, PGS 20-22

VISTA GRANDE PHASE II
P.B. 58, PGS 20-22

157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172

SOUTH LINE VISTA GRANDE PHASE II

N89°17'12"W 2585.09'

662.72' TRACT L LANDSCAPE BUFFER 629.79' 629.79'

HIGHLAND GROVE PHASE III
P.B. 61, PGS. 100-101

110 111 112 113 TRACT D TRACT E

LAKE FLORENCE

NOT PLATTED

S89°44'20"E 1330.53'

710.16' 620.37'

NORTH LINE OF THE SOUTH 1/2 OF THE NW 1/4 OF THE NE 1/4 OF SEC. 13-23-25

ZONE "A"

FLOOD LINE AS SCALED FROM FEMA MAP #12069C0650E DATED 12/18/2012

ZONE "X"

ZONE "X"

EAST LINE OF THE WEST 1/2 OF THE NE 1/4 OF SEC. 13-23-25

477.31'

NOT PLATTED

NELLIE CROSSING CIRCLE
60.00' PUBLIC R/W

20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39

SHEET 8

56 55 54 53 52 51 50 49 48 47 46 45 44 43 42 41 40

WEST R/W LINE

N00°45'25"E 678.58'

(66.00' R/W PER P.B. 58, PGS. 17-19)

ROYAL CROSSING WAY
60.00' PUBLIC R/W

SHEET 7

77 78 79

NELLIE CROSSING CIRCLE
60.00' PUBLIC R/W

TRACT I
OPEN SPACE

TRACT K LANDSCAPE BUFFER

ROYAL VISTA AVENUE (66.00' R/W PER P.B. 58, PGS. 17-19)

EAST R/W LINE

N00°45'25"E 678.68'

P.O.B. PART B
NW CORNER OF TRACT A
VISTA GRANDE PHASE 1
4"x4" CONC. MONUMENT "PSM 5322 PRM"
HORIZONTAL & VERTICAL CONTROL POINT
N1511081.868
E410437.351
EL.141.58

TRACT A
CONSERVATION

ZONE "X"

FLOOD LINE AS SCALED FROM FEMA MAP #12069C0650E DATED 12/18/2012

ZONE "A"

NOT PLATTED

POND

NOT PLATTED

1321.04'

S00°21'58"W

488.81'

354.93'

NOT PLATTED

TRACT J
PRIVATE DRIVE

P.O.B. PART A
NW CORNER TRACT B,
VISTA GRANDE PHASE 1
4"x4" CONCRETE
MONUMENT "PSM
5322 PRM"

S89°22'40"E 769.10'

NORTH LINE TRACT B

6 5 4 3 2 1

N89°33'36"W 388.01'

NORTH LINE TRACT A

85 84

TRACT A

VISTA GRANDE PHASE 1
P.B. 58, PGS 17-19

N00°46'18"E 264.85'

ISLE WAY (50.00' RIGHT OF WAY)

7 8 9 10

116 115 114 113 86 87 88 89

TRACT B

VISTA GRANDE PHASE 1
P.B. 58, PGS 17-19

WEST LINE VISTA GRANDE PHASE 1

N00°46'50"E 640.09'

79 78 77 76

668.42'

N89°15'40"W 931.37'

262.95'

S89°30'55"W 20.10'

S03°15'31"W 6.40'

NORTH LINE HILLS OF LAKE LOUISA

13 12 11 10 9 8 7 6 5

HILLS OF LAKE LOUISA
P.B. 36, PGS 67-68

SHEET 6

ZONE "X"

88 87 86 85 84 83 82 81 80

S83°31'10"E 494.90'

79.59'

(WITNESS CORNER)

ZONE "AE"
(BFE = 100.5)

TRACT O
CONSERVATION & WETLAND BUFFER

LITTLE LAKE NELLIE

ZONE "AE"
(BFE = 100.5)

EAST LINE OF THE SW 1/4 OF THE NW 1/4 OF SEC. 13-23-25

341.66'

N00°45'37"E 421.25'

FLOOD LINE AS SCALED FROM FEMA MAP #12069C0650E DATED 12/18/2012

NOT PLATTED

ZONE "X"

ZONE "AE"
(BFE = 100.5)

CORNER POSITION FALLS IN WATER (UNABLE TO SET)

530.39'

TRACT A

LAKE NELLIE SHORES
P.B. 29, PGS. 78-79

17 16

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LAKE NELLIE CROSSING

A PORTION OF SECTIONS 13 AND 14,
TOWNSHIP 23 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

SHEET 5 OF 10 | PLAT BOOK 85 PAGE 17

GRAPHIC SCALE
IN FEET
1 INCH = 50 FEET

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHD. LENGTH
C1	280.00'	32°13'14"	157.46'	N49°57'02"W	155.39'
C2	330.00'	27°52'43"	160.57'	S47°46'46"E	158.99'
C3	709.83'	66°47'38"	827.50'	N84°53'03"E	781.43'
C10	75.00'	30°04'58"	39.38'	S75°34'38"W	38.93'
C14	1382.33'	7°52'20"	189.93'	S20°00'11"W	189.78'
C15	1382.33'	1°04'48"	26.06'	S16°36'26"W	26.06'
C16	1382.33'	6°47'32"	163.87'	S20°32'35"W	163.77'
C17	1362.33'	5°04'55"	120.83'	S21°23'54"W	120.79'
C18	25.00'	90°00'00"	39.27'	S68°56'21"W	35.36'
C19	25.00'	90°00'00"	39.27'	S21°03'39"E	35.36'
C20	25.00'	78°27'56"	34.24'	S63°10'10"W	31.62'
C21	25.00'	11°32'13"	5.03'	N71°49'45"W	5.03'
C22	310.00'	31°59'36"	173.10'	N50°03'50"W	170.86'
C23	250.00'	32°13'07"	140.58'	N49°56'58"W	138.73'
C24	302.23'	1°45'39"	9.29'	N65°13'27"W	9.29'
C25	310.00'	30°16'36"	163.81'	N49°12'20"W	161.91'
C26	25.00'	82°05'49"	35.82'	S75°06'57"E	32.83'
C27	105.00'	26°46'58"	49.08'	S77°13'38"W	48.64'
C28	25.00'	124°27'32"	54.31'	S28°23'21"W	44.24'
C29	300.00'	27°52'43"	145.97'	S47°46'46"E	144.54'
C30	360.00'	27°52'43"	175.17'	S47°46'46"E	173.44'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHD. LENGTH
C31	300.00'	24°58'29"	130.77'	S46°19'39"E	129.73'
C32	300.00'	2°54'14"	15.20'	S60°16'01"E	15.20'
C33	360.00'	0°11'53"	1.25'	S61°37'11"E	1.25'
C34	360.00'	12°29'16"	78.46'	S55°16'37"E	78.31'
C35	360.00'	3°18'42"	20.81'	S47°22'38"E	20.80'
C36	360.00'	11°52'52"	74.65'	S39°46'51"E	74.52'
C37	739.83'	66°47'38"	862.47'	N84°53'03"E	814.46'
C38	679.83'	64°38'01"	766.90'	N85°57'51"E	726.88'
C39	549.83'	59°13'10"	568.29'	N89°34'11"E	543.33'
C40	549.83'	8°23'08"	80.47'	S65°00'48"E	80.40'
C41	549.83'	8°28'20"	81.30'	S73°26'32"E	81.23'
C42	549.83'	8°28'20"	81.30'	S81°54'53"E	81.23'
C43	549.83'	8°28'20"	81.30'	N89°36'47"E	81.23'
C44	549.83'	8°28'20"	81.30'	N81°08'27"E	81.23'
C47	679.83'	7°29'14"	88.84'	S65°27'45"E	88.77'
C48	679.83'	8°28'20"	100.53'	S73°26'32"E	100.43'
C49	679.83'	8°28'20"	100.53'	S81°54'52"E	100.43'
C50	679.83'	8°28'20"	100.53'	N89°36'48"E	100.43'
C51	679.83'	8°28'20"	100.53'	N81°08'27"E	100.43'
C55	490.28'	12°20'01"	105.54'	S39°32'11"E	105.33'
C56	490.28'	12°28'46"	106.79'	S55°16'39"E	106.58'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S66°03'39"E	5.91'
L2	S66°03'31"E	24.96'
L10	N39°05'04"E	61.39'
L24	S66°03'39"E	40.43'
L25	S56°09'35"W	43.36'
L26	S66°03'39"E	9.95'
L37	N01°03'24"E	22.48'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L39	N89°22'53"W	444.94'
L40	N89°22'53"W	451.30'
L44	S23°56'21"W	16.33'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHD. LENGTH
C60	739.83'	6°43'12"	86.77'	N75°17'02"E	86.72'
C61	739.83'	6°43'12"	86.77'	N82°00'14"E	86.72'
C62	739.83'	6°43'12"	86.77'	N88°43'27"E	86.72'
C63	739.83'	6°43'12"	86.77'	S84°33'21"E	86.72'
C64	739.83'	6°43'12"	86.77'	S77°50'08"E	86.72'
C65	739.83'	6°31'51"	84.33'	S71°12'37"E	84.28'
C66	739.83'	6°13'33"	80.39'	S64°49'54"E	80.35'
C113	250.00'	36°06'05"	157.52'	S17°05'46"E	154.93'
C156	1382.36'	1°41'05"	40.64'	S17°59'22"W	40.64'
C157	1362.33'	2°41'04"	63.83'	S22°35'49"W	63.82'
C159	1399.33'	8°03'55"	196.98'	S19°54'24"W	196.82'
C162	330.00'	31°35'55"	181.99'	S45°38'42"E	179.70'
C163	603.00'	13°49'47"	145.55'	S18°45'04"W	145.20'
C164	230.00'	32°13'14"	129.34'	N49°57'02"W	127.64'
C165	25.00'	82°05'49"	35.82'	S75°06'57"E	32.83'
C167	1399.33'	1°16'40"	31.20'	S16°30'46"W	31.20'

NOT A PART OF THIS PLAT

NOT PLATTED
TEMPORARY CONSTRUCTION EASEMENT
PER O.R.B. 6148, PG. 2324

TRACT F LANDSCAPE BUFFER
N89°22'53"W 663.97'
N89°22'53"W 724.18'

TRACT E
OPEN SPACE

TRACT B
WET POND/DRAINAGE

TRACT C
17.00' ADDITIONAL RIGHT OF WAY
LANDSCAPE BUFFER

TRACT M LANDSCAPE BUFFER

TRACT N 25.00' ADDITIONAL RIGHT OF WAY
(WIDTH VARIES)

LAKESHORE DRIVE
(66.00' PUBLIC RIGHT OF WAY)

TRUE LIFE WAY
60.00' PUBLIC R/W

NELLIE CROSSING CIRCLE
60.00' PUBLIC R/W

SUGGS ROAD (25.00' RIGHT OF WAY PER P.B. 29, PGS. 78–79)

LAKE NELLIE SHORES
P.B. 29, PGS. 78–79

LUMEN & MCIMETRO TEMPORARY ACCESS EASEMENT PER O.R.B. 6270, PG. 1599 AND O.R.B. 6270, PG. 1593

SUMTER ELECTRIC UTILITY EASEMENT PER O.R.B. 6231, PG. 57

SEE SHEET 8 MATCHLINE

SEE SHEET 6 MATCHLINE

SEE DETAIL B SHEET 9

SEE DETAIL A SHEET 9

EAST LINE OF THE NE 1/4 OF SEC. 14, TWP. 23 S., RNG. 25 E.

WEST LINE OF THE NW 1/4 OF SEC. 13, TWP. 23 S., RNG. 25 E.

NORTH LINE LAKE NELLIE SHORES

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847–2179
Fax (407) 847–6140

LAKE NELLIE CROSSING

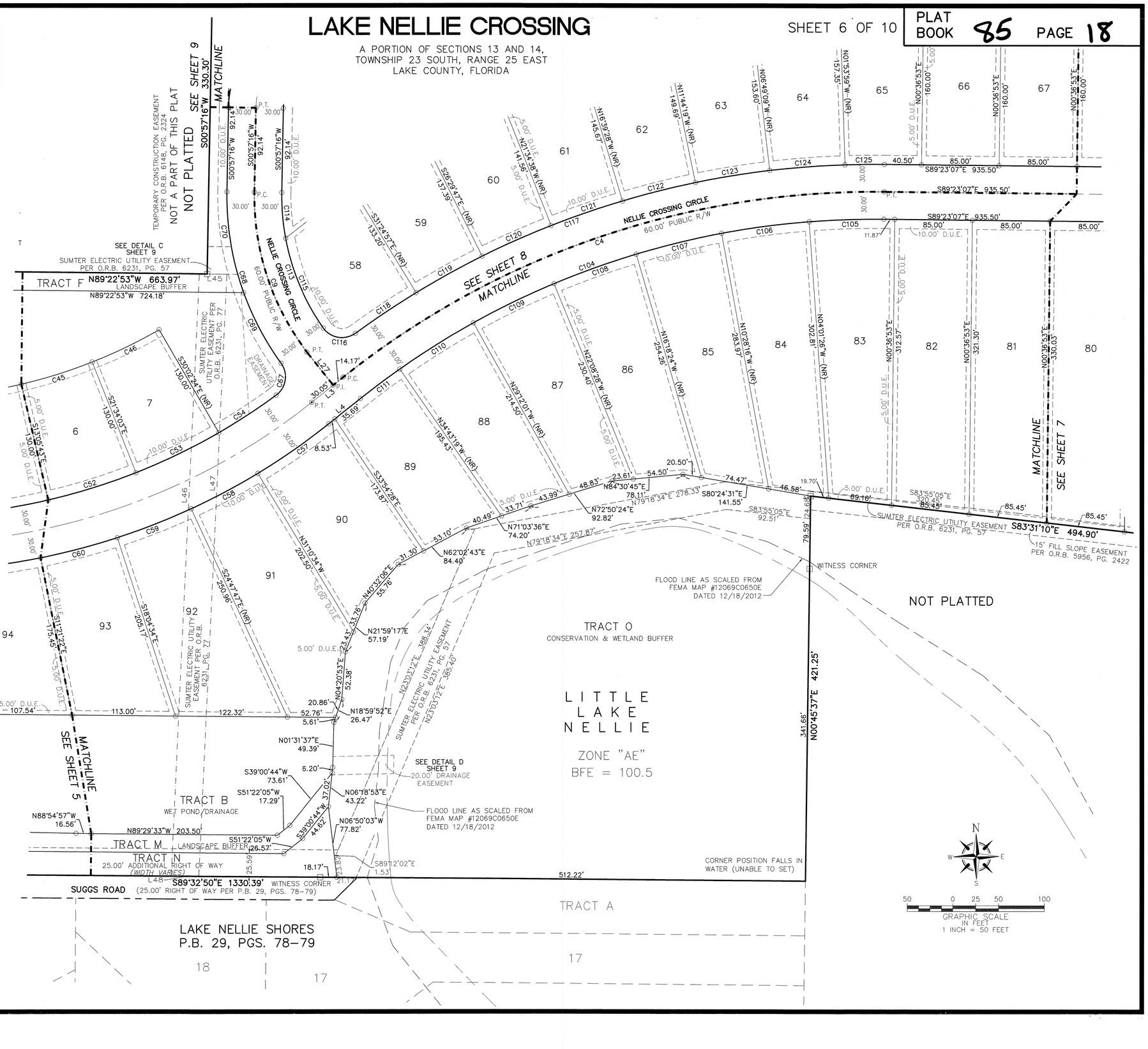
A PORTION OF SECTIONS 13 AND 14,
TOWNSHIP 23 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

SHEET 6 OF 10

PLAT BOOK 85 PAGE 18

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHD. LENGTH
C4	932.95'	39°07'39"	637.11'	S71°03'03"W	624.81'
C9	280.00'	38°21'58"	187.49'	S18°13'43"E	184.01'
C45	549.83'	8°28'20"	81.30'	N72°40'06"E	81.23'
C46	549.83'	8°28'20"	81.30'	N64°11'46"E	81.23'
C52	679.83'	8°28'20"	100.53'	N72°40'07"E	100.43'
C53	679.83'	8°28'20"	100.53'	N64°11'47"E	100.43'
C54	679.83'	6°18'46"	74.90'	N56°48'14"E	74.86'
C57	739.83'	7°20'12"	94.73'	N55°09'20"E	94.67'
C58	739.83'	6°22'48"	82.38'	N62°00'50"E	82.34'
C59	739.83'	6°43'12"	86.77'	N68°33'50"E	86.72'
C60	739.83'	6°43'12"	86.77'	N75°17'02"E	86.72'
C67	25.00'	89°40'25"	39.13'	N08°48'38"E	35.25'
C68	310.00'	36°58'50"	200.08'	S17°32'09"E	196.63'
C69	310.00'	16°12'03"	87.65'	S27°55'33"E	87.36'
C70	310.00'	20°46'48"	112.43'	S09°26'08"E	111.82'
C104	902.95'	39°07'39"	616.63'	S71°03'03"W	604.72'
C105	902.95'	5°10'22"	81.52'	S88°01'42"W	81.49'
C106	902.95'	6°08'28"	96.78'	S82°22'17"W	96.73'
C107	902.95'	6°05'31"	96.01'	S76°15'18"W	95.96'
C108	902.95'	6°04'02"	95.62'	S70°10'31"W	95.57'
C109	902.95'	6°12'42"	97.89'	S64°02'09"W	97.85'
C110	902.95'	6°02'18"	95.16'	S57°54'39"W	95.12'
C111	902.95'	3°24'16"	53.65'	S53°11'22"W	53.64'
C113	250.00'	36°06'05"	157.52'	S17°05'46"E	154.93'
C114	250.00'	11°29'40"	50.15'	S04°47'34"E	50.07'
C115	250.00'	24°36'25"	107.37'	S22°50'36"E	106.54'
C116	25.00'	90°58'39"	39.70'	S80°38'08"E	35.66'
C117	962.95'	36°44'21"	617.46'	S72°14'43"W	606.94'
C118	962.95'	4°44'56"	79.81'	S56°15'00"W	79.79'
C119	962.95'	4°54'13"	82.41'	S61°04'34"W	82.39'
C120	962.95'	4°54'12"	82.41'	S65°58'47"W	82.38'
C121	962.95'	4°54'12"	82.41'	S70°52'59"W	82.38'
C122	962.95'	4°54'12"	82.41'	S75°47'11"W	82.38'
C123	962.95'	4°54'13"	82.41'	S80°41'24"W	82.39'
C124	962.95'	4°54'14"	82.42'	S85°35'37"W	82.39'
C125	962.95'	2°34'09"	43.18'	S89°19'48"W	43.18'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	N51°29'14"E	44.22'
L4	S51°29'14"W	44.22'
L27	S38°30'46"E	46.31'
L45	N89°22'53"W	30.02'
L46	N02°38'47"E	659.10'
L47	N02°38'47"E	659.02'
L48	S89°32'50"E	30.02'



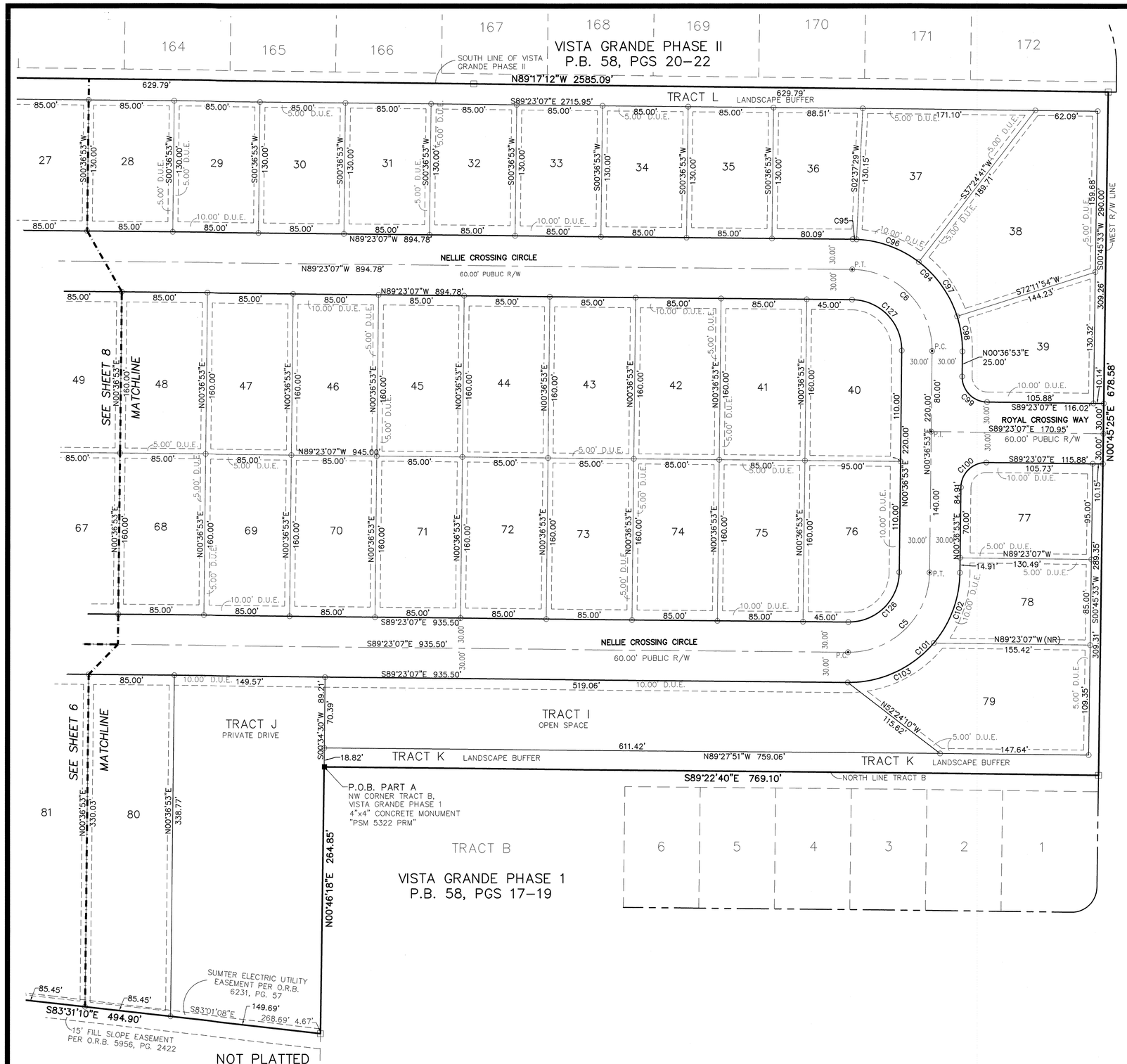
JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179
Fax (407) 847-6140

LAKE NELLIE CROSSING

A PORTION OF SECTIONS 13 AND 14,
TOWNSHIP 23 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHD. LENGTH
C5	80.00'	90°00'00"	125.66'	N45°36'53"E	113.14'
C6	80.00'	90°00'00"	125.66'	N44°23'07"W	113.14'
C94	110.00'	90°00'00"	172.79'	N44°23'07"W	155.56'
C95	110.00'	2°00'36"	3.86'	N88°22'49"W	3.86'
C96	110.00'	34°47'12"	66.79'	N69°58'55"W	65.76'
C97	110.00'	34°47'12"	66.79'	N35°11'43"W	65.76'
C98	110.00'	18°24'59"	35.36'	N08°35'37"W	35.21'
C99	25.00'	90°00'00"	39.27'	S44°23'07"E	35.36'
C100	25.00'	90°00'00"	39.27'	S45°36'53"W	35.36'
C101	110.00'	90°00'00"	172.79'	N45°36'53"E	155.56'
C102	110.00'	39°34'11"	75.97'	N20°21'04"E	74.47'
C103	110.00'	50°28'44"	96.91'	N65°22'31"E	93.81'
C126	50.00'	90°00'00"	78.54'	N45°36'53"E	70.71'
C127	50.00'	90°00'00"	78.54'	N44°23'07"W	70.71'
C129	1130.00'	0°00'41"	0.22'	N89°23'27"W	0.22'

TRACT A
CONSERVATION
SEE SHEET 3



JOHNSTON'S SURVEYING INC.
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LAKE NELLIE CROSSING

A PORTION OF SECTIONS 13 AND 14,
TOWNSHIP 23 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

SHEET 8 OF 10 | PLAT BOOK 85 PAGE 20

GRAPHIC SCALE
IN FEET
1 INCH = 50 FEET



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHD. LENGTH
C4	932.95'	39°07'39"	637.11'	S71°03'03"W	624.81'
C7	1160.00'	36°54'26"	747.22'	S72°09'40"W	734.37'
C8	80.00'	52°45'10"	73.66'	S27°19'52"W	71.08'
C9	280.00'	38°21'58"	187.49'	S18°13'43"E	184.01'
C11	1160.00'	29°35'11"	599.00'	S75°49'18"W	592.37'
C12	1160.00'	7°19'15"	148.22'	S57°22'05"W	148.12'
C13	130.00'	62°34'45"	141.99'	N58°05'45"W	135.03'
C68	310.00'	36°58'50"	200.08'	S17°32'09"E	196.63'
C69	310.00'	16°12'03"	87.65'	S27°55'33"E	87.36'
C70	310.00'	20°46'48"	112.43'	S09°26'08"E	111.82'
C71	110.00'	52°45'10"	101.28'	S27°19'51"W	97.74'
C72	1190.00'	4°49'15"	100.13'	S56°07'04"W	100.10'
C73	25.00'	85°20'03"	37.23'	N15°51'40"E	33.89'
C74	100.00'	62°34'45"	109.22'	N58°05'45"W	103.87'
C79	160.00'	62°34'45"	174.75'	N58°05'45"W	166.20'
C80	160.00'	5°20'35"	14.92'	N86°42'50"W	14.92'
C81	160.00'	33°17'34"	92.97'	N67°23'45"W	91.67'
C82	160.00'	23°56'36"	66.86'	N38°46'40"W	66.38'
C83	25.00'	89°28'24"	39.04'	S71°32'34"E	35.19'
C84	25.00'	72°27'05"	31.61'	S63°01'54"E	29.55'
C85	25.00'	17°01'19"	7.43'	N72°13'54"E	7.40'
C86	1190.00'	26°53'39"	558.58'	S77°10'04"W	553.46'
C87	1190.00'	4°08'15"	85.94'	S65°47'22"W	85.92'
C88	1190.00'	4°22'20"	90.81'	S70°02'40"W	90.79'
C89	1190.00'	4°15'50"	88.56'	S74°21'45"W	88.54'
C90	1190.00'	4°11'07"	86.93'	S78°35'14"W	86.91'
C91	1190.00'	4°07'56"	85.83'	S82°44'45"W	85.81'
C92	1190.00'	4°06'08"	85.20'	S86°51'48"W	85.18'
C93	1190.00'	1°42'01"	35.32'	S89°45'52"W	35.31'
C104	902.95'	39°07'39"	616.63'	S71°03'03"W	604.72'
C105	902.95'	5°10'22"	81.52'	S88°01'42"W	81.49'
C106	902.95'	6°08'28"	96.78'	S82°22'17"W	96.73'
C107	902.95'	6°05'31"	96.01'	S76°15'18"W	95.96'
C108	902.95'	6°04'02"	95.62'	S70°10'31"W	95.57'
C109	902.95'	6°12'42"	97.89'	S64°02'09"W	97.85'
C110	902.95'	6°02'18"	95.16'	S57°54'39"W	95.12'
C112	50.00'	52°45'10"	46.04'	S27°19'51"W	44.43'
C113	250.00'	36°06'05"	157.52'	S17°05'46"E	154.93'
C114	250.00'	11°29'40"	50.15'	S04°47'34"E	50.07'
C115	250.00'	24°36'25"	107.37'	S22°50'36"E	106.54'
C116	25.00'	90°58'39"	39.70'	S80°38'08"E	35.66'
C117	962.95'	36°44'21"	617.46'	S72°14'43"W	606.94'
C118	962.95'	4°44'56"	79.81'	S56°15'00"W	79.79'
C119	962.95'	4°54'13"	82.41'	S61°04'34"W	82.39'
C120	962.95'	4°54'12"	82.41'	S65°58'47"W	82.38'
C121	962.95'	4°54'12"	82.41'	S70°52'59"W	82.38'
C122	962.95'	4°54'12"	82.41'	S75°47'11"W	82.38'
C123	962.95'	4°54'13"	82.41'	S80°41'24"W	82.39'
C124	962.95'	4°54'14"	82.42'	S85°35'37"W	82.39'
C125	962.95'	2°34'09"	43.18'	S89°19'48"W	43.18'
C128	1130.00'	36°54'26"	727.89'	S72°09'40"W	715.38'
C129	1130.00'	0°00'41"	0.22'	N89°23'27"W	0.22'
C130	1130.00'	4°49'43"	95.23'	S88°11'21"W	95.20'
C131	1130.00'	4°49'33"	95.18'	S83°21'43"W	95.15'
C132	1130.00'	4°49'13"	95.07'	S78°32'20"W	95.04'
C133	1130.00'	4°48'44"	94.91'	S73°43'22"W	94.88'
C134	1130.00'	4°48'05"	94.69'	S68°54'57"W	94.67'
C135	1130.00'	4°47'16"	94.43'	S64°07'17"W	94.40'
C136	1130.00'	4°46'19"	94.11'	S59°20'29"W	94.09'
C137	1130.00'	3°14'53"	64.06'	S55°19'53"W	64.05'
C138	1095.75'	4°20'44"	83.10'	S88°25'50"W	83.08'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L27	S38°30'46"E	46.31'
L31	S00°39'51"W	30.00'
L32	N00°39'51"E	25.00'
L33	S00°57'16"W	25.00'
L34	S00°57'16"W	20.00'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHD. LENGTH
C139	1095.75'	4°20'44"	83.10'	S84°05'06"W	83.08'
C140	1095.75'	4°20'44"	83.10'	S79°44'22"W	83.08'
C141	1095.75'	4°20'44"	83.10'	S75°23'39"W	83.08'
C142	1095.75'	4°20'44"	83.10'	S71°02'55"W	83.08'
C143	1095.75'	4°20'44"	83.10'	S66°42'12"W	83.08'
C144	1095.75'	4°20'44"	83.10'	S62°21'28"W	83.08'
C145	1095.75'	8°53'41"	170.11'	S55°44'16"W	169.94'
C146	1095.75'	4°46'08"	91.20'	S53°40'29"W	91.17'
C147	1095.75'	4°55'17"	94.12'	S58°31'11"W	94.09'
C148	1095.75'	4°56'24"	94.48'	S63°27'02"W	94.45'
C149	1095.75'	4°57'31"	94.83'	S68°24'00"W	94.80'
C150	1095.75'	4°58'36"	95.18'	S73°22'03"W	95.15'
C151	1095.75'	4°59'40"	95.52'	S78°21'11"W	95.48'
C152	1095.75'	5°00'42"	95.84'	S83°21'22"W	95.81'
C153	1095.75'	4°44'29"	90.68'	S88°13'57"W	90.65'

JOHNSTON'S SURVEYING INC.
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LAKE NELLIE CROSSING

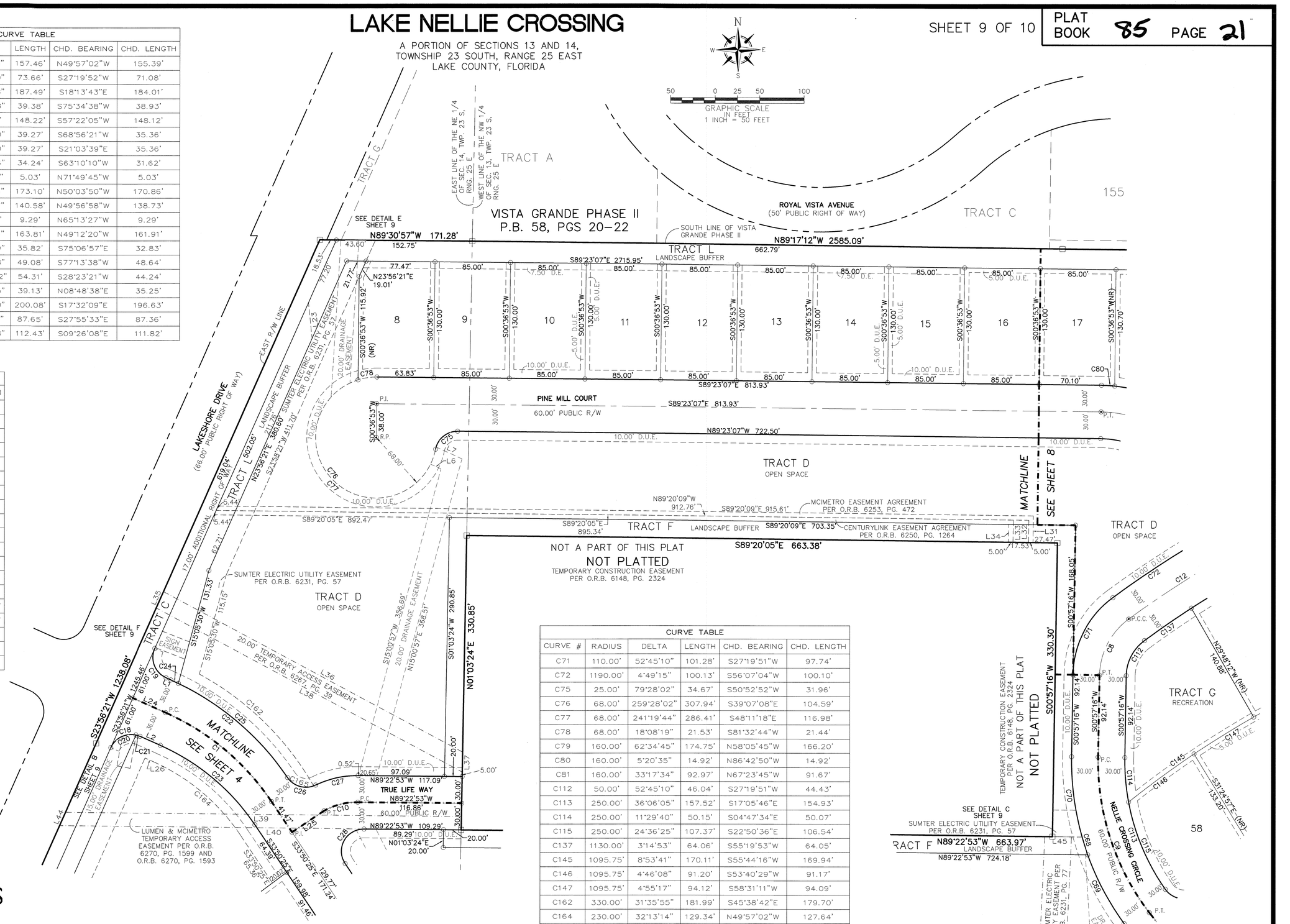
A PORTION OF SECTIONS 13 AND 14,
TOWNSHIP 23 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

SHEET 9 OF 10

PLAT BOOK 85 PAGE 21

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHD. LENGTH
C1	280.00'	32°13'14"	157.46'	N49°57'02"W	155.39'
C8	80.00'	52°45'10"	73.66'	S27°19'52"W	71.08'
C9	280.00'	38°21'58"	187.49'	S18°13'43"E	184.01'
C10	75.00'	30°04'58"	39.38'	S75°34'38"W	38.93'
C12	1160.00'	7°19'15"	148.22'	S57°22'05"W	148.12'
C18	25.00'	90°00'00"	39.27'	S68°56'21"W	35.36'
C19	25.00'	90°00'00"	39.27'	S21°03'39"E	35.36'
C20	25.00'	78°27'56"	34.24'	S63°10'10"W	31.62'
C21	25.00'	11°32'13"	5.03'	N71°49'45"W	5.03'
C22	310.00'	31°59'36"	173.10'	N50°03'50"W	170.86'
C23	250.00'	32°13'07"	140.58'	N49°56'58"W	138.73'
C24	302.23'	1°45'39"	9.29'	N65°13'27"W	9.29'
C25	310.00'	30°16'36"	163.81'	N49°12'20"W	161.91'
C26	25.00'	82°05'49"	35.82'	S75°06'57"E	32.83'
C27	105.00'	26°46'58"	49.08'	S77°13'38"W	48.64'
C28	25.00'	124°27'32"	54.31'	S28°23'21"W	44.24'
C67	25.00'	89°40'25"	39.13'	N08°48'38"E	35.25'
C68	310.00'	36°58'50"	200.08'	S17°32'09"E	196.63'
C69	310.00'	16°12'03"	87.65'	S27°55'33"E	87.36'
C70	310.00'	20°46'48"	112.43'	S09°26'08"E	111.82'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S66°03'39"E	5.91'
L2	S66°03'31"E	24.96'
L6	S65°33'57"E	12.86'
L7	N65°33'57"W	32.04'
L23	S05°54'08"E	40.19'
L24	S66°03'39"E	40.43'
L25	S56°09'35"W	43.36'
L31	S00°39'51"W	30.00'
L32	N00°39'51"E	25.00'
L33	S00°57'16"W	25.00'
L34	S00°57'16"W	20.00'
L35	S23°56'21"W	20.06'
L36	S61°46'56"E	381.47'
L37	N01°03'24"E	22.48'
L38	S61°46'56"E	390.24'
L39	N89°22'53"W	444.94'
L40	N89°22'53"W	451.30'
L44	S23°56'21"W	16.33'
L45	N89°22'53"W	30.02'



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHD. LENGTH
C71	110.00'	52°45'10"	101.28'	S27°19'51"W	97.74'
C72	1190.00'	4°49'15"	100.13'	S56°07'04"W	100.10'
C75	25.00'	79°28'02"	34.67'	S50°52'52"W	31.96'
C76	68.00'	259°28'02"	307.94'	S39°07'08"E	104.59'
C77	68.00'	241°19'44"	286.41'	S48°11'18"E	116.98'
C78	68.00'	18°08'19"	21.53'	S81°32'44"W	21.44'
C79	160.00'	62°34'45"	174.75'	N58°05'45"W	166.20'
C80	160.00'	5°20'35"	14.92'	N86°42'50"W	14.92'
C81	160.00'	33°17'34"	92.97'	N67°23'45"W	91.67'
C112	50.00'	52°45'10"	46.04'	S27°19'51"W	44.43'
C113	250.00'	36°06'05"	157.52'	S17°05'46"E	154.93'
C114	250.00'	11°29'40"	50.15'	S04°47'34"E	50.07'
C115	250.00'	24°36'25"	107.37'	S22°50'36"E	106.54'
C137	1130.00'	3°14'53"	64.06'	S55°19'53"W	64.05'
C145	1095.75'	8°53'41"	170.11'	S55°44'16"W	169.94'
C146	1095.75'	4°46'08"	91.20'	S53°40'29"W	91.17'
C147	1095.75'	4°55'17"	94.12'	S58°31'11"W	94.09'
C162	330.00'	31°35'55"	181.99'	S45°38'42"E	179.70'
C164	230.00'	32°13'14"	129.34'	N49°57'02"W	127.64'
C165	25.00'	82°05'49"	35.82'	S75°06'57"E	32.83'

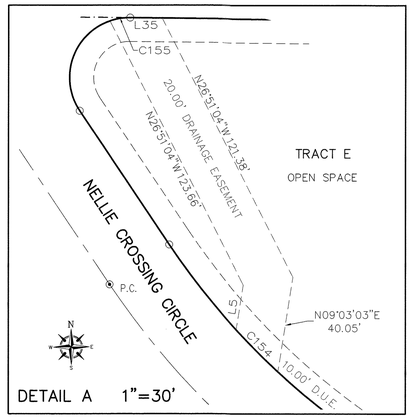
JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179
Fax (407) 847-6140

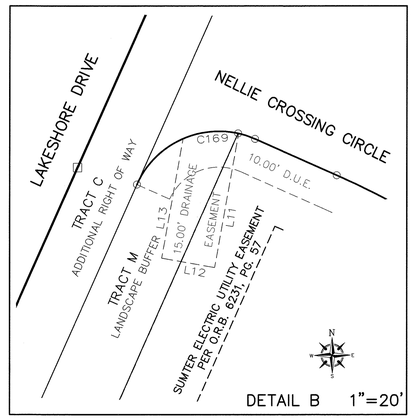
LAKE NELLIE CROSSING

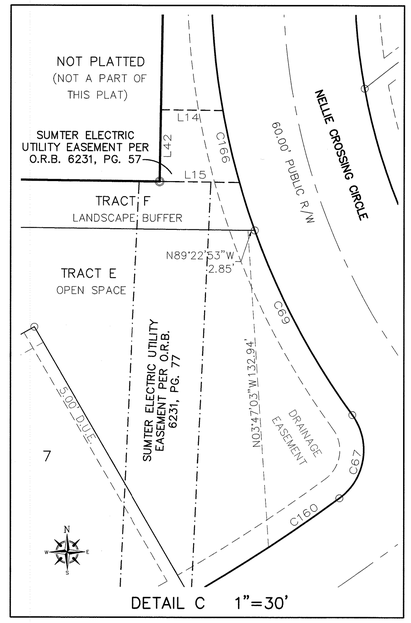
A PORTION OF SECTIONS 13 AND 14,
TOWNSHIP 23 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

SHEET 10 OF 10

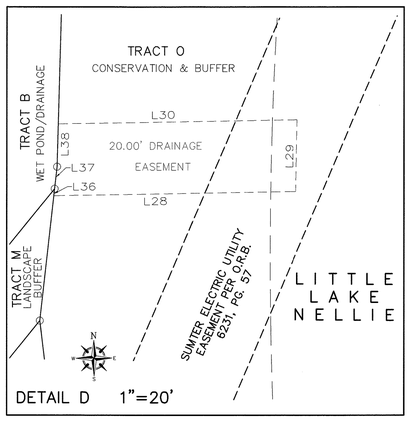
PLAT BOOK 85 PAGE 22

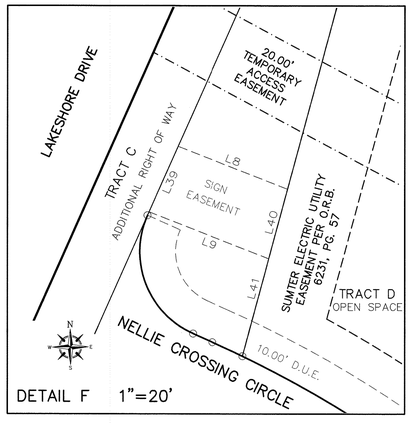






LINE TABLE		
LINE #	DIRECTION	LENGTH
L5	N09°03'03"E	18.99'
L8	S68°42'14"E	32.81'
L9	S68°42'14"E	35.90'
L11	S10°04'37"W	37.98'
L12	N79°55'23"W	15.00'
L13	N10°04'37"E	33.83'
L14	S89°22'53"E	26.05'
L15	S89°22'53"E	33.36'
L28	N88°59'27"E	67.47'
L29	N00°56'35"E	20.01'
L30	N88°59'27"E	66.59'
L35	N89°22'53"W	13.37'
L36	N06°18'53"E	1.97'
L37	N06°18'53"E	6.20'
L38	N01°31'37"E	11.91'
L39	S23°56'21"W	20.02'
L40	N15°05'30"E	20.12'
L41	N15°05'30"E	28.18'
L42	S00°37'07"W	30.00'



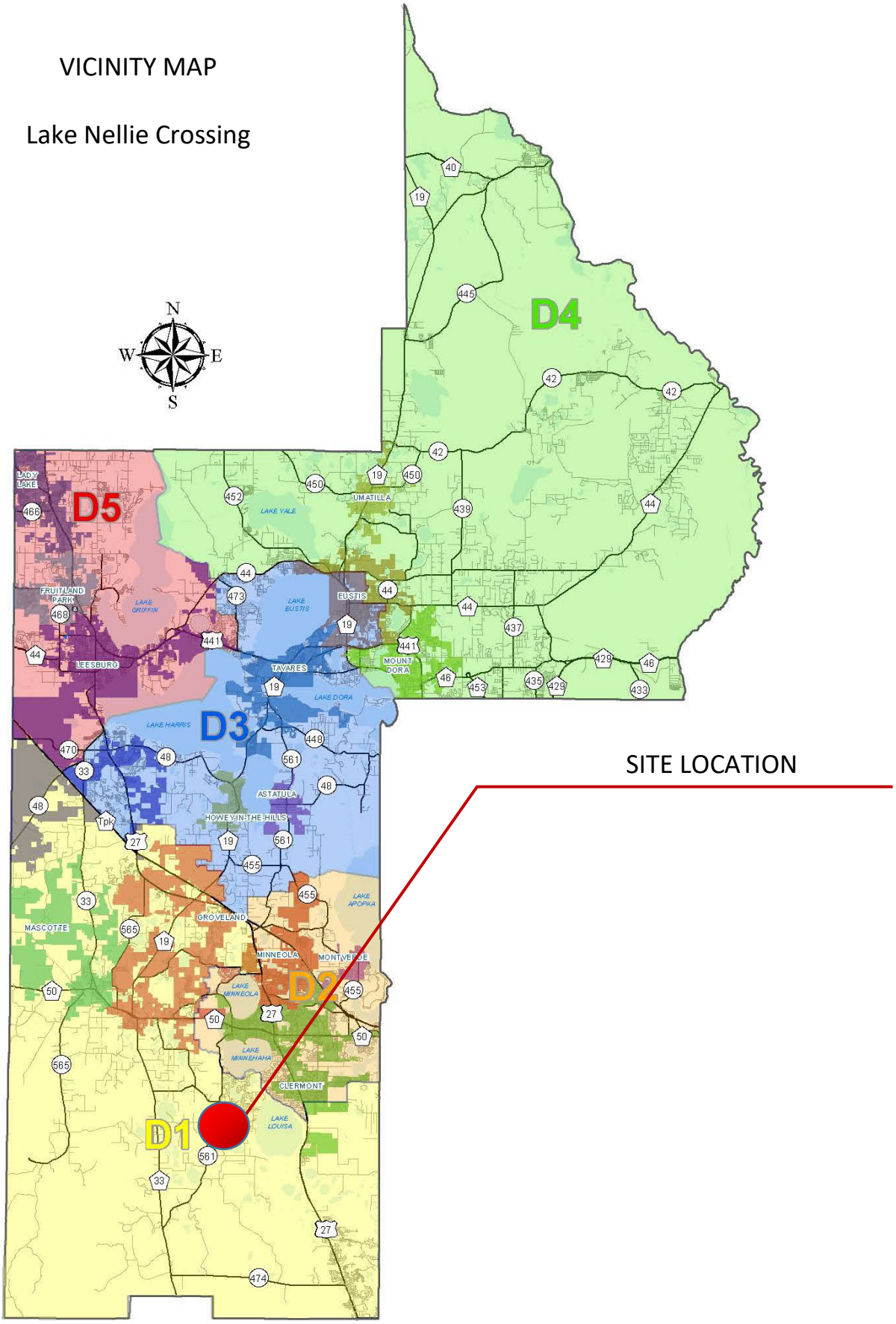


CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C67	25.00'	89°40'25"	39.13'	N08°48'38"E	35.25'
C69	310.00'	16°12'03"	87.65'	S27°55'33"E	87.36'
C154	300.00'	4°43'41"	24.76'	S44°51'40"E	24.75'
C155	25.00'	19°39'39"	8.58'	S80°47'18"W	8.54'
C160	679.83'	3°02'20"	36.06'	N55°10'00"E	36.05'
C166	310.00'	5°42'34"	30.89'	S13°04'26"E	30.88'
C169	25.00'	36°16'25"	15.83'	S84°36'30"W	15.56'
C170	68.00'	8°13'45"	9.77'	S68°21'42"W	9.76'
C171	68.00'	22°16'57"	26.45'	S53°06'21"W	26.28'

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179
Fax (407) 847-6140

VICINITY MAP

Lake Nellie Crossing



Lake Nellie Crossing



April 20, 2026

1:18,000

0 0.15 0.3 0.6 mi

0 0.23 0.45 0.9 km

- Commissioner Districts
- County Owned Property
- Section Grid
- Township/Range Grid
- Conservation Easements
- Tax Parcels
- Local Streets 30K
- Street Names
- County Boundary

Lake BCC

Lake County Board of County Commissioners

FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Sent via email: lily@pillarhomes.us

NOTICE OF PERMIT ISSUANCE

In the Matter of an
Application for Permit by:
Lake Nellie Crossing HOA, Inc
1312 Bowman Street
Clermont, FL 34711

Lake County - DW
Lake Nellie Crossing DWTS
Wastewater Permit Application
DEP File Number: FLAB07446-001-DW3T

ATTENTION Lily Boutros,
Secretary, Treasurer, Director

Enclosed is Permit Number FLAB07446 to construct and operate domestic wastewater facilities issued under Sections 403.087 and 403.0885 of the Florida Statutes.

Judicial Review

Upon issuance of this final permit, any party to this order has the right to seek judicial review of it under Section 120.68, F.S. by the filing of a notice of appeal under Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department of Environmental Protection in the Office of General Counsel (Mail Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) 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 must be filed within 30 days after this order is filed with the Clerk of the Department.

Executed in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Reggie Phillips
Program Administrator
Permitting and Waste Cleanup Program

Enclosures: Permit, DMR and SOB

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

David Bolam, Saltus Engineering, DavidB@saltuseng.com
Michael Boutros, Lake Nellie Crossing Homeowners Association, Inc., michael@pillarhomes.us
Scott Forrester, OnSyte Performance, sforrester@onsyte.com
Jeff Littlejohn, OnSyte Performance, JLittlejohn@onsyte.com
FDEP: Charles LeGros, Reggie Phillips, Allison Chancy, David Smicherko, Cindy Stafford

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Katherine Vinnedge — August 14, 2024
Clerk — Date

FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd, Suite 232
Orlando, Florida 32803-3767

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

STATE OF FLORIDA
DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Lake Nellie Crossing Homeowners Association, Inc.

RESPONSIBLE OFFICIAL:
Lily Boutros, Secretary
1312 Bowman Street
Clermont, Florida 34711
(352) 394-1032
LILY@PILLARHOMES.US

PERMIT NUMBER: FLAB07446
FILE NUMBER: FLAB07446-001-DW3T
ISSUANCE DATE: **August 14, 2024**
EFFECTIVE DATE: **August 14, 2024**
EXPIRATION DATE: **August 13, 2029**

FACILITY:
LAKE NELLIE CROSSING DWTS
Lakeshore Drive and Suggs Road
Clermont, FL 34711
Lake County
Latitude: 28°29' 21" N Longitude: 81°46' 11" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above-named permittee is hereby authorized to construct and operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

The Distributed Wastewater Treatment System (DWTS) shall include multiple Distributed Wastewater Treatment Units (DWTUs) within the proposed Lake Nellie Crossing Subdivision consisting of 102 single family lots that will be installed on properties with a binding agreement for control by the permittee. The permitted capacity of the combined system shall be limited to 0.0816 MGD. Each DWTU shall discharge to a subsurface land application system that, at a minimum, meets all the criteria of Rule 62-6, FAC. The DWTU used in this system is a sequencing batch reactor sized to treat wastewater from each residential unit. Each unit includes a flow equalization and dosing chamber, a grit/primary settling chamber, and a reactor chamber designed to meet secondary treatment limits with enhanced nutrient removal and emergency overflow provision. The reaction/aeration chamber includes cycles to fill, aerate, settle and decant. DWTUs shall be monitored in accordance with the conditions of this permit.

Installation of a DWTU at a commercial or institutional establishment is not authorized with this permit.

DISPOSAL:

Land Application R-001: Each DWTU shall discharge to a subsurface land application system that, at a minimum, meets all of the design criteria for an On-site Treatment and Disposal System (OSTDS) described in Rule 62-6, FAC, including setbacks, and operated in accordance with the conditions of this permit with a permitted capacity of 0.0816 MGD annual average daily flow (AADF).

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 16 of this permit.

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Land Application Systems

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to oversee the treatment and disposal of effluent from each DWTU to its associated subsurface absorption field. Such effluent water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.6.:

			Reclaimed Water Limitations		Monitoring Requirements			
Parameter	Units	Max. /Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow (Total)	MGD	Max Max	0.0816 Report	Annual Average Monthly Average	Continuous	Recording Flow Meter with Totalizer	FLW-1	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Coliform, Fecal	#/100mL	Max Max	Report Report	Annual Average Single Sample	Monthly	Grab	EFA-1	See I.A.4 and I.A.5
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	Monthly	Grab	EFA-1	
Nitrogen, Total	mg/L	Max Max	Report Report	Annual Average Single Sample	Monthly	Grab	EFA-1	
Phosphorus, Total (as P)	mg/L	Max Max	Report Report	Annual Average Single Sample	Monthly	Grab	EFA-1	

2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-1	Sum of flows in the DWTS
EFA-1	Effluent discharged from the identified DWTU(s)

3. Each DWTU is equipped with a flow metering device to transmit and record flow at a central management entity. Flows from each DWTU shall be summarized to determine total system flow and reported on Part A of the Discharge Monitoring Report (DMR). The individual DWTU flows shall be reported on Part B of the DMR. [62-600.200(25)]

4. Setback distances from the DWTU and absorption field to property lines, surface water bodies, and potable water wells shall be maintained as required for an OSTDS. *[Chapter 62-6]*

5. In the future the Department may reopen the permit and revise the permit to add or revise additional nutrient monitoring requirements and/or nutrient limits, as well as additional operating requirements. *[62-620.610(12), 62-620.325]*

B. Other Limitations and Monitoring and Reporting Requirements

1. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-600, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (November 10, 2020)" is available at https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:

   a. The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;

   b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and

   c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

   When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

   Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. *[62-4.246, 62-160]*

2. The permittee shall provide safe access points for obtaining representative samples which are required by this permit. *[62-600.650(2)]*

3. Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	first day of month - last day of month	28th day of following month
Once Every Two Months	January 1 - February 28/29 March 1 - April 30 May 1 - June 30 July 1 - August 31 September 1 - October 31 November 1 - December 31	March 28 May 28 July 28 September 28 November 28 January 28
Quarterly	January 1 - March 31 April 1 - June 30	April 28 July 28

REPORT Type on DMR	Monitoring Period	Submit by
	July 1 - September 30 October 1 - December 31	October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting electronic DMR forms, the permittee shall use the electronic DMR system approved by the Department (EzDMR) and shall electronically submit the completed DMR forms using the DEP Business Portal at https://www.fldepportal.com/go/. Reports shall be submitted to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed DMR forms to the Department's Central District Office at the address specified in Permit Condition I.B.8. by the twenty-eighth (28th) of the month following the month of operation.

[62-620.610(18)][62-600.680(1)]

4. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Central District Office at the address specified below:

   Electronically to: DEP_CD@dep.state.fl.us

   Florida Department of Environmental Protection
   Central District
   3319 Maguire Blvd
   Suite 232
   Orlando, Florida 32803-3767

   Phone Number - (407) 897-4100

   [62-620.305]

5. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. *[62-620.305]*

6. This permit does not relieve the permittee from complying with any other appropriate local zoning or land use ordinances or with any other laws, rules or ordinances. Receipt of any permits from the Department does not relieve the applicant from obtaining other federal, state, and local permits and modifications required by law, including those from other Sections within the Department or of the applicable Water Management District.

C. Distributed Wastewater Treatment Unit (DWTU) Operation

1. The individual enhanced treatment units (DWTUs) are “Treatment works” as defined in Rule 62-620.200(52), FAC, meeting the criteria for secondary treatment. *[62-600.100(2)] [62-620.200]*
2. Only domestic wastewater as described in the application documents shall be discharged to the DWTU; industrial wastewater discharges are not authorized. *[62-620.200(16)]*
3. The permittee shall enter into an agreement for installation, operation, and maintenance of the DWTU with customers within the approved Service Area and shall maintain legal access. *[62-600.410(1)(3)]*
4. Notify the DEP CD wastewater section prior to the installation of any new DWTU. The construction of each new DWTU shall be evaluated prior to installation of the DWTU, which will discharge to an existing or new

subsurface absorption field. Based upon evaluation the permittee may discharge effluent from the DWTU to the existing absorption field or a new subsurface drainage system, in accordance with conditions of this permit. *[62-600.410(5)]*

5. Each new individual DWTU that is placed into operation shall be included with the Monthly DWTS Report, in accordance with this permit. *[62-620.410(7)] [62-620.630(2)]*

6. When the above described DWTU is placed into operation, and for any subsequent DWTU approved by the Department and installed under this permit, the permittee shall provide written certification on DEP Form 62-620.910(13) that the operation and maintenance manual is available pursuant to Chapters 62-600, F.A.C., for the normal operation and care of the DWTU. Individual homeowners shall be provided with operation and maintenance and contact numbers to ensure their unit is properly cared for. *[62-620.410(6) and 62-620.630(7)]*

7. Each DWTU is equipped with a flow metering system which shall be utilized to summarize the flow for the DWTS. *[62-600.200(25)]*

8. Monthly compliance sampling shall be performed on multiple installations. Units sampled shall have had a minimum of 30 days of continuous operation prior to sampling. Sampling shall be conducted with the locations rotated throughout the subdivision per the FDEP approved sampling plan.

9. Periodic inspection and sampling of the DWTUs are required, as described below.
    a. All active units shall be inspected at least once annually unless an alternative schedule is approved, and this permit is revised.
    b. Unit samples shall be collected and analyzed monthly for $CBOD_5$, Total Suspended Solids, fecal coliform, pH, Total Phosphorus, and Total Nitrogen in accordance with Condition I.A.1 and the results shall be aggregated to comprise systemwide sample results per Condition I.C.9.f.
    c. The DWTUs identified for sampling and inspection each month shall have their positions noted by ID number and address on an updated current Service Area Map.
    d. Part B of the Discharge Monitoring Report (DMR) shall be used to report the individual unit results and Part A shall be used to summarize and report averages for the DWTS as required to show compliance with Condition I.A.1.
    e. Consistent results, in compliance with the permit limits, may be used to support permit revisions allowing reductions in the monitoring requirements described in this permit.
    f. For each parameter reported, the number of sample results exceeding criteria shall not exceed 20% of the sample size. All samples taken in a single day shall be averaged to determine compliance with single sample criteria set forth in Condition I.A.1.

10. Each DWTU shall discharge effluent to a subsurface disposal system (an absorption field) disposal site. *[62-600.100(2)]*

11. The absorption field shall be operated to protect public health and safety and shall preclude saturated conditions from developing at the ground surface. *[62-600.410(4)]*

12. Setback distances from the DWTU and absorption field to property lines, surface water bodies, and potable water wells shall be maintained as required for an OSTDS. *[Chapter 62-6]*

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

1. Biosolids generated by this facility may be transferred to FDEP approved Biosolid Treatment Facility (BTF) or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. *[62-620.320(6), 62-640.880(1)]*

2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. *[62-640.650(4)(a)]*

3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.B.6.

			Biosolids Limitation		Monitoring Requirements			
Parameter	Units	Max. /Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1	
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1	

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-1	Total Biosolids removed from the DWTUs. Calculated based on estimated volume and percent solids and reported in dry tons.

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. *[62-640.400(6)]*

6. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. *[62-640.400(9)]*

B. Disposal

1. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. *[62-640.100(6)(b) & (c)]*

C. Transfer

1. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. *[62-640.880(1)(b)]*

2. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility
1. Date and time shipped
2. Amount of biosolids shipped
3. Degree of treatment (if applicable)
4. Name and ID Number of treatment facility
5. Signature of responsible party at source facility

Biosolids Treatment Facility or Treatment Facility
1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility

Source Facility Biosolids Treatment Facility or Treatment Facility

6. Signature of hauler and name of hauling firm

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

III. GROUND WATER REQUIREMENTS

1. Section III is not applicable to this facility.

IV. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of one or more operators certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category III, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

   A Class C or higher operator 1/2 hour/day for 5 days/week and one visit each weekend. The lead/chief operator must be a Class C operator, or higher.

2. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. Daily checks of the plant shall be performed by the permittee or his representative or agent 5 days per week, and may be accomplished utilizing a SCADA system. *[62-699.311(1)]*

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. [62-600.405(5)]

2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection at the following address: on the site of the permitted facility.

   a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;

   b. Copies of all reports required by this permit for at least three years from the date the report was prepared;

   c. Records of all data, including reports and documents, used to complete the application for this permit for at least three years from the date the application was filed;

d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;

e. A copy of the current wastewater facility permit;

f. Copies of the current operation and maintenance manuals for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee as required by Chapters 62-600 and 62-604, F.A.C.;

g. A copy of any required record drawings for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee;

h. Copies of the licenses of the current certified operators;

i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and

j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

[62-620.350, 62-604.500, 62-602.650, 62-640.650(4)]

V. SCHEDULES

1. The following improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Provide documentation attesting that Lake Nellie Crossing Homeowners Association, Inc. or its contract operator has adequate staff, possesses proper equipment and has sufficient spare structural and mechanical parts and components to perform routine system monitoring and servicing and is able to make a service response within 36 hours after notification of the need for emergency repairs.	Within 60 days of permit issue date.
2. Notify the DEP CD wastewater section prior to the installation of each DWTU. Each system shall be evaluated prior to installation of the DWTU to include meeting, at a minimum, the soil and water table elevations, sizing, and setbacks requirements of 62-6. A LAT/LONG is required for each unit.	Prior to constructing the absorption field.
3. Identify a location for the storage of all records and manuals related to this permit.	Prior to placing the system into service
4. Submit an executed agreement directly between the source facility and the permitted Biosolids Treatment Facility (BTF) for treatment and land application of the biosolids from this facility as described in Rule 62-640.880(1)(c).	Prior to placing the system into service
5. Submit an annual report to the Central District Office identifying all systems installed within the twelve-month period after the date of permit issuance. The report shall include DWTU locations, a summary of all repairs or emergency reports responded to, and a table keyed to a service area map showing all active DWTUs.	February 1 of each year

[62-620.320(6)]

2. **Prior to placing the new facilities into operation or any individual unit processes into operation, for any purpose other than testing for leaks and equipment operation, the permittee shall complete and submit to the Department DEP Form 62-620.910(12), Notification of Completion of Construction for Wastewater Facilities or Activities.** ***[62-620.410(7) and 62-620.630(2)]***

3. **Within six months after a facility is placed in operation, the permittee shall provide written certification to the Department on Form 62-620.910(13) that record drawings pursuant to Chapter 62-620, F.A.C., and that an operation and maintenance manual pursuant to Chapters 62-600 and 62-610, F.A.C., as applicable, are available at the location specified on the form.** ***[62-620.410(6) and 62-620.630(7)]***

4. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:

   a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or

   b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

   [62-620.335(1)-(4)]

VI. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

1. This facility is not required to have a pretreatment program at this time. *[62-625.500]*

VII. OTHER SPECIFIC CONDITIONS

1. The permittee shall comply with all conditions and requirements for reuse contained in their consumptive use permit issued by the Water Management District, if such requirements are consistent with Department rules. *[62-610.800(10)]*

2. In the event that the wastewater facilities or equipment, including collection/transmission systems, no longer function as intended, are no longer safe in terms of public health and safety (including inactive or abandoned facilities), or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by paragraphs 62-600.400(2)(a) and 62-604.400(2)(c), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. *[62-600.410(5), 62-604.500(3) and 62-640.400(6)]*

3. All collection/transmission systems shall be operated and maintained to provide uninterrupted service. All pump stations shall be operated and maintained to provide the emergency pumping capability requirements in paragraph 62-604.400(2)(a), F.A.C., the lightning and transient voltage surge protections in paragraph 62-604.400(2)(b), F.A.C., and the design and signage requirements in paragraph 62-604.400(2)(d), F.A.C. Also, all equipment, pipes, manholes, pump stations, and other appurtenances necessary for the collection/transmission of domestic wastewater, including equipment provided pursuant to subsection 62-604.400(2), F.A.C., shall be maintained to function as intended. *[62-604.500(2) and (3)]*

4. The permittee shall evaluate and update the emergency response plan portion of the collection system operation and maintenance manual annually. The emergency response plan shall assess collection system security including cybersecurity; water quality monitoring for sanitary sewer overflows affecting surface waters; and hurricane and severe storm preparedness and response. *[62-604.500(4)]*

5. Collection/transmission systems shall be maintained to minimize excessive infiltration and inflow into the collection/transmission system, as well as excessive leakage from the collection/transmission system. The

permittee shall take corrective actions when infiltration, inflow, or leakage is excessive. Infiltration and inflow are considered excessive if one or both cause or contribute to sanitary sewer overflows. Leakage, or exfiltration, is considered excessive if it causes or contributes to a violation of surface water quality standards or ground water quality standards. *[62-604.500(5)]*

6. All collection/transmission systems shall be operated and maintained to prevent sanitary sewer overflows. The permittee shall evaluate the cause of all sanitary sewer overflows and evaluate potential corrective measures to avoid future sanitary sewer overflows. Corrective actions shall be taken by the permittee if excessive inflow and infiltration causes or contributes to a sanitary sewer overflow. The owner/operator of a satellite collection system shall take corrective actions for a sanitary sewer overflow in the receiving collection system caused by excessive inflow and infiltration in the satellite collection system. *[62-604.500(6)]*

7. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(4)]*

8. Cross-connection, as defined in Rule 62-550.200, F.A.C., between the wastewater facility, including the collection/transmission system, and a potable water system is prohibited. *[62-550.360][62-604.130(3)]*

9. The collection/transmission operation and maintenance manual shall be maintained and revised periodically in accordance with subsection 62-604.500(4), F.A.C., to reflect any alterations performed or to reflect experience resulting from operation. However, a new operation and maintenance manual is not required to be developed for each project if there is already an existing manual that is applicable to the facilities being constructed. *[62-604.500(4)]*

10. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*

11. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):

    a. Which may cause fire or explosion hazards; or

    b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or

    c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or

    d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40^{o}C or otherwise inhibiting treatment; or

    e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

    [62-604.130(5)]

12. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.418(1) and 62-600.400(2)(b)]*

13. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*

14. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*

15. The permittee shall provide verbal notice to the Department's Central District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Central District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*

16. The permittee shall provide notice to the Department of the following:

    a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and

    b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

    Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility. If pretreatment becomes necessary, this permit may be modified to require the permittee to develop and implement a local pretreatment program in accordance with the requirements of Chapter 62-625, F.A.C.

    [62-620.625(2)]

VIII. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*

3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*

4. This permit conveys no title to land or 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. *[62-620.610(4)]*

5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; 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. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. 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. *[62-620.610(5)]*

6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*

7. The permittee shall at all times 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. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*

8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*

9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:

    a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;

    b. Have access to and copy any records that shall be kept under the conditions of this permit;

    c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and

    d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

    [62-620.610(9)]

10. 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 as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*

11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, 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. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*

13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*

14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*

15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*

16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*

17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:

    a. A description of the anticipated noncompliance;

    b. The period of the anticipated noncompliance, including dates and times; and

    c. Steps being taken to prevent future occurrence of the noncompliance.

    [62-620.610(17)]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-600, and 62-610, F.A.C., and 40 CFR 136, as appropriate.

    a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.

    b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.

    c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.

    d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

    e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.

    f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

    [62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*

20. The permittee shall report to the Department 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 times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; clean up actions taken and status; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. For noncompliance events related to sanitary sewer overflows, bypass events, or unauthorized discharges, these reports must include the data described above (with the exception of time of discovery) as well as the type of event (e.g., sanitary sewer overflow, bypass, unauthorized discharge); type of sanitary sewer overflow structure (e.g., manhole); the discharge location address and latitude/longitude; type of water discharged; discharge volumes and volumes recovered; volume discharged to surface waters and receiving waterbody name; types of human health and environmental impacts of the sanitary sewer overflow, bypass event, or unauthorized discharge (e.g., beach closure); whether the noncompliance was caused by a third party; and whether the noncompliance was related to wet weather. The written submission may be provided electronically using the Department's Business Portal at https://www.fldepportal.com/go/ (via "Submit" followed by "Report" or "Registration/Notification"). Notice required for public notice of pollution under paragraph (d) may be provided together with the written submission using the Business Portal. All noncompliance events related to sanitary sewer overflows or bypass events submitted after September 14, 2021, shall be submitted electronically.

    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 the effluent to exceed any permit limitation or results in an unpermitted discharge,

        (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,

        (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice; and,

        (4) Any unauthorized discharge to surface or ground waters, except for discharges to ground water of reclaimed water meeting Part III or Part V treatment standards under Chapter 62-610, F.A.C.

    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 Department by calling the STATE WATCH OFFICE TOLL FREE NUMBER (800)320-0519, as soon as practicable, 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,

            (b) Name, address, and telephone number of permittee or responsible person for the discharge,

            (c) Date and time of the discharge and status of discharge (ongoing or ceased),

            (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater),

            (e) Estimated amount of the discharge,

            (f) Location or address of the discharge,

            (g) Source and cause of the discharge,

            (h) Whether the discharge was contained on-site, and cleanup actions taken to date,

            (i) Description of area affected by the discharge, including name of water body affected, if any; and,

            (j) Other persons or agencies contacted.

        (2) Oral reports, not otherwise required to be provided pursuant to subparagraph (b)1., above, shall be provided to the Department 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 shall waive the written report.

d. In accordance with Section 403.077, F.S., unauthorized releases or spills reportable to the State Watch Office pursuant to subparagraph (b)1. above shall also be reported to the Department within 24 hours from the time the permittee becomes aware of the discharge. The permittee shall provide to the Department information reported to the State Watch Office. Notice of unauthorized releases or spills may be provided to the Department through the Department's Public Notice of Pollution web page at https://floridadep.gov/pollutionnotice or by reporting electronically using the Department's Business Portal at https://www.fldepportal.com/go/ (via "Submit" followed by "Report" or "Registration/Notification").

(1) If, after providing notice pursuant to paragraph (d) above, the permittee determines that a reportable unauthorized release or spill did not occur or that an amendment to the notice is warranted, the permittee may submit a letter to the Department documenting such determination at pollution.notice@floridadep.gov.

(2) If, after providing notice pursuant to paragraph (d) above, the permittee discovers that a reportable unauthorized release or spill has migrated outside the property boundaries of the installation, the permittee 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.

e. Unless discharged to surface waters, a spill, release, discharge, upset or bypass involving reclaimed water meeting Part III or Part V treatment standards under Chapter 62-610, F.A.C., shall not be considered to endanger health or the environment and shall be reported under subsection (21) of this permit.

[62-620.610(20)] [62-620.100(3)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*

22. Bypass Provisions.

a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.

b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:

(1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and

(2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.

c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.

e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.

(1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.

(2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.

b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:

(1) An upset occurred and that the permittee can identify the cause(s) of the upset;

(2) The permitted facility was at the time being properly operated;

(3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and

(4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.

c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.

d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Reggie Phillips
Program Administrator
Permitting and Waste Cleanup Program

Attachment(s):
Discharge Monitoring Report
Statement of Basis

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME: Lake Nellie Crossing Homeowners Association, Inc.
MAILING ADDRESS: 1312 Bowman Street
Clermont, Florida 34711-

FACILITY: LAKE NELLIE CROSSING DWTS
LOCATION: SUGGS ROAD
Clermont, FL 34711-

COUNTY: Lake
OFFICE: Central District

PERMIT NUMBER: FLAB07446-001-DW3T
LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: R-001
MONITORING GROUP DESCRIPTION: subsurface land application system
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow (Total)	Sample Measurement										
PARM Code 50050 Y Mon. Site No. FLW-1	Permit Requirement		0.0816 (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow (Total)	Sample Measurement										
PARM Code 50050 1 Mon. Site No. FLW-1	Permit Requirement		Report (Mo.Avg.)	MGD					0	Continuous	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 Y Mon. Site No. EFA-1	Permit Requirement					20.0 (An.Avg.)		mg/L		Monthly	Grab
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 A Mon. Site No. EFA-1	Permit Requirement				60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 Y Mon. Site No. EFA-1	Permit Requirement					20.0 (An.Avg.)		mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 A Mon. Site No. EFA-1	Permit Requirement				45.0 (Max.Wk.Avg.)	60.0 (Max.)	30.0 (Mo.Avg.)	mg/L		Monthly	Grab

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.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: LAKE NELLIE CROSSING DWTS MONITORING GROUP NUMBER: R-001 PERMIT NUMBER: FLAB07446-001-DW3T

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement										
PARM Code 74055 Y Mon. Site No. EFA-1	Permit Requirement					Report (An.Avg.)		#/100mL	0	Monthly	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 A Mon. Site No. EFA-1	Permit Requirement						Report (Max.)	#/100mL	0	Monthly	Grab
pH	Sample Measurement										
PARM Code 00400 A Mon. Site No. EFA-1	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		Monthly	Grab
Nitrogen, Total	Sample Measurement										
PARM Code 00600 Y Mon. Site No. EFA-1	Permit Requirement					Report (An.Avg.)		mg/L	0	Monthly	Grab
Nitrogen, Total	Sample Measurement										
PARM Code 00600 A Mon. Site No. EFA-1	Permit Requirement						Report (Max.)	mg/L	0	Monthly	Grab
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 Y Mon. Site No. EFA-1	Permit Requirement					Report (An.Avg.)		mg/L	0	Monthly	Grab
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 A Mon. Site No. EFA-1	Permit Requirement						Report (Max.)	mg/L	0	Monthly	Grab

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME: Lake Nellie Crossing Homeowners Association, Inc.
MAILING ADDRESS: 1312 Bowman Street
Clermont, Florida 34711-

FACILITY: LAKE NELLIE CROSSING DWTS
LOCATION: SUGGS ROAD
Clermont, FL 34711-

COUNTY: Lake
OFFICE: Central District

PERMIT NUMBER: FLAB07446-001-DW3T
LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: RMP-Q
MONITORING GROUP DESCRIPTION: Class Q Biosolids
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Transferred)	Sample Measurement										
PARM Code B0007 + Mon. Site No. RMP-1	Permit Requirement		Report (Mo.Total)	dry tons					0	Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement										
PARM Code B0006 Mon. Site No. RMP-1	Permit Requirement		Report (Mo.Total)	dry tons					0	Monthly	Calculated

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.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

Permit Number: FLAB07446-001-DW3T Facility: LAKE NELLIE CROSSING DWTS
Monitoring Period From: _____ To: _____

	BOD, Carbonaceous 5 day, 20C mg/L	Coliform, Fecal #/100mL	Flow (Total) MGD	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L	Solids, Total Suspended mg/L	pH s.u.				
Code	80082	74055	50050	00600	00665	00530	00400				
Mon. Site	EFA-1	EFA-1	FLW-1	EFA-1	EFA-1	EFA-1	EFA-1				
1											
2											
3											
4											
5											
6											
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25											
26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign ("<") followed by the laboratory's MDL value, e.g. < 0.001. A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)
No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.
Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.
No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.
Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.
Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.
Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.
Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.
Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.
Time Sample Obtained: Enter the time the sample was taken.
Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D.
Detection Limits: Record the detection limits of the analytical methods used.
Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.
Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)
Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).
Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.
Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).
Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.
Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.
No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.
$CBOD_5$: Enter the average $CBOD_5$ of the reclaimed water discharged during the period shown in duration of discharge.
TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.
Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.
Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.
No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.
Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

STATEMENT OF BASIS
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMIT NUMBER: FLAB07446-001

FACILITY NAME: LAKE NELLIE CROSSING DWTS

FACILITY LOCATION: SUGGS ROAD, Clermont, FL 34711
Lake County

NAME OF PERMITTEE: LAKE NELLIE CROSSING HOMEOWNERS ASSOCIATION, INC.

PERMIT WRITER: Charles LeGros

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLAB07446-001-DW3T

Application Submittal Date: April 22, 2024

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Private

SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.0 MGD Annual Average Daily Flow
Proposed Increase in Permitted Capacity:	0.0816 MGD Annual Average Daily Flow
Proposed Total Permitted Capacity:	0.0816 MGD Annual Average Daily Flow

d. Description of Wastewater Treatment

The Distributed Wastewater Treatment System (DWTS) shall include multiple Distributed Wastewater Treatment Units (DWTUs) within the Lake Nellie Crossing Subdivision consisting of 102 single family lots that will be installed on properties with a binding agreement for control by the permittee, subject to DEP notice and approval. The permitted capacity of the combined system shall be limited to 0.0816 MGD. Each DWTU shall discharge to a subsurface land application system that, at a minimum, meets all the criteria of Rule 62-6, FAC. The DWTU used in this system is a sequencing batch reactor sized to treat the wastewater from each residential unit. Each unit includes a flow equalization and dosing chamber, a grit/primary settling chamber, and a reactor chamber designed to meet secondary treatment limits with enhanced nutrient removal and emergency overflow provision. The reaction/aeration chamber includes cycles to fill, aerate, settle and decant. DWTUs shall be monitored in accordance with the conditions of this permit. Installation of a DWTU at a commercial or institutional establishment is not authorized with this permit.

e. Description of Effluent Disposal and Land Application Sites (as reported by applicant)

Each DWTU shall discharge to a subsurface land application system that, at a minimum, meets all of the design criteria for an On-site Treatment and Disposal System (OSTDS) described in Chapter 62-6, FAC, including setbacks, and operated in accordance with the conditions of this permit with a permitted capacity of 0.0816 MGD annual average daily flow (AADF).

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to direct reclaimed water to Reuse System R-001, a slow-rate/restricted public access system, based on the following:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow (Total)	MGD	Max	0.0816	Annual Average	62-600.700(2)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.410 & 62-600.420(3)(a)1. FAC
		Max	30.0	Monthly Average	62-610.410 & 62-600.420(3)(a)2. FAC
		Max	45.0	Weekly Average	62-610.410 & 62-600.420(3)(a)3. FAC
		Max	60.0	Single Sample	62-610.410 & 62-600.420(3)(a)4. FAC
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-610.510 and 62-600.420(3)(a)1. FAC
		Max	30.0	Monthly Average	62-610.510 and 62-600.420(3)(a)2. FAC
		Max	45.0	Weekly Average	62-610.510 and 62-600.420(3)(a)3. FAC
		Max	60.0	Single Sample	62-610.510 and 62-600.420(3)(a)4. FAC
Coliform, Fecal	#/100mL	Max	Report	Annual Average	62-600.440(5)(a)1 FAC
		Max	Report	Single Sample	62-600.440(5)(a)4 FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Nitrogen, Total	mg/L	Max	Report	Annual Average	62-600.650(3) FAC
		Max	Report	Single Sample	62-600.650(3) FAC
Phosphorus, Total (as P)	mg/L	Max	Report	Annual Average	62-600.650(3) FAC
		Max	Report	Single Sample	62-600.650(3) FAC

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-600 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-600, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. IMPAIRMENT STATUS OF RECEIVING WATERS

This facility does not discharge to surface waters. However, the subsurface land application systems are located in the Upper Ocklawaha River Basin. When effluent is land applied it infiltrates into groundwater and has the potential to deliver nutrient loads to the aquifer and hydrologically connected surface waters. Monitoring for total nitrogen and total phosphorus is included for the subsurface land application systems in order to provide reasonable assurance that the discharge to ground waters will not cause or contribute to the nutrient impairment in the basin.

5. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The wastewater permit for this facility is a new permit.

Reuse and land application facilities (which include rapid-rate, slow-rate, absorption fields and other systems pursuant to Chapter 62-610, F.A.C.) less than 100,000 gpd, may sample monthly for CBOD, TSS, fecal coliforms and nutrients. [62-600.600(1), footnote 3]

6. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to FDEP approved Biosolids Treatment Facility (BTF) or disposed of in a Class I solid waste landfill.

See the table below for the rationale for the biosolids quantities monitoring requirements.

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Monitoring Frequency		All Parameters			62-640.650(5)(a) FAC

7. GROUND WATER MONITORING REQUIREMENTS

This section is not applicable to this facility.

8. PERMIT SCHEDULES

The permit includes a schedule.

9. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

10. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO, and the permittee has not entered into a CO with the Department that affects this permit.

11. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

12. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 14. Copies will be provided at a minimal charge per page.

13. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Intent to Issue	July 22, 2024
Notice of Permit Issuance	August 14, 2024

14. DEP CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Charles LeGros
Environmental Consultant
Charles.legros@dep.state.fl.us
Central District Office

3319 Maguire Blvd
Suite 232
Orlando, FL 32803-3767

Telephone No.: (407) 897-4158

DocuSign Envelope ID: 79B19B9D-2041-496B-A4DA-22559E72C873

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "**Agreement**"), dated as of the Effective Date defined in Section 11.15 below, is made by and between OnSyte Performance, LLC, a Georgia limited liability company, with offices located at 300 Brogdon Road, Suwanee GA 30024, Ste 120 ("**OnSyte**") and Lake Nellie Crossing Homeowners' Association, Inc., a Florida not-for-profit corporation ("**Customer**"), with offices located at 1312 Bowman Street, Clermont, Florida 34711. Each of OnSyte and Customer may be referred to herein individually as a "**Party**" and collectively they are the "**Parties**."

BACKGROUND

OnSyte has developed technology to provide cost-effective domestic wastewater treatment services to locations beyond the reach of conventional sewer infrastructure. The Florida Department of Environmental Protection ("**FDEP**") has evaluated this technology and determined it to meet the requirements of Chapter 62-600, Florida Administrative Code, for Domestic Wastewater Facilities.

FDEP has developed a new category of domestic wastewater facility, called "Distributed Wastewater Treatment Systems" ("**DWTS**"), which involves centrally managed, decentralized treatment of domestic waste as an alternative to Onsite Sewage Treatment and Disposal Systems (septic tanks). The decentralized treatment is provided by individual "Distributed Wastewater Treatment Units" ("**DWTU**"), installed at the point of wastewater generation. These DWTUs are connected to a licensed wastewater operator using existing wireless data networks to a central management system (e.g. a Supervisory Control & Data Acquisition System), and in this configuration, the DWTS functions like a public wastewater collection and treatment system but without the physical sewer connection to each end user.

Customer desires to provide domestic wastewater (sewer) services to the properties within the community boundaries of Customer's Homeowners Association (the "**HOA Territory**"). The decentralized nature of DWTS technology lends itself to the installation of one or more DWTU at one or more locations, each of which is centrally managed and operated by a licensed wastewater operator, and all of which are authorized by FDEP under a single DWTS Domestic Wastewater Facility permit.

In consideration of the foregoing, the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 SERVICES AND OBLIGATIONS

1.1 OnSyte Services. OnSyte hereby agrees during the Service Term of each applicable DWTS Service Order to provide Customer the domestic wastewater treatment (sewer) services to be performed by OnSyte as specified in this Agreement. The operational approach to this Agreement is a nested concept:

1.1.1 For the property(ies) owned, serviced, managed, or maintained by Customer identified on a DTWS Service Order, a single DWTS permit will be obtained by OnSyte with the Customer as the permittee. OnSyte will prepare all standard documents, including PDR, that are required to obtain the FDEP permit, and will submit drafts of all documents to the Customer for its review and comment. Once the required permit application documents are accurate and complete, the Customer will sign and return the documents to OnSyte for submittal to FDEP. The one-time DWTS Permit from the Florida Department of Environmental Protection will be handled under a separate agreement with Customer OnSyte' s costs for filing of FDEP Form 12 and Form 13, in compliance with the DWTS Permit, will be included in the installation cost. Once the required permit is issued, the DWTS will be operated by OnSyte, pursuant to a "DWTS Service Order" (defined below).

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1.1.2 Within the HOA Territory, one or more DWTU may be installed at one or more locations to serve residential or commercial units of development. Each DWTU will be configured, installed and commissioned by OnSyte pursuant to a "DWTU Task Order" (defined below). One or more DWTU Task Orders may be executed in connection with this Agreement and subject to any additional requirements provided in the corresponding DWTS Service Order.

1.2 DWTS Service Order; System Services. For purposes of this Agreement, "**DWTS Service Order**" means a written services order, substantially similar to the form attached hereto as Exhibit A, that references this Agreement, is duly executed by the Parties, and details the DWTS and related platform delivery and system support services to be provided by OnSyte thereunder (the "**System Services**") in accordance with this Section. Each DWTS Service Order shall specify, without limitation: (a) the HOA Territory; (b) the initial term of such DWTS Service Order; (c) a designated Project Manager (defined in Section 1.6 below) for each Party; (d) any specific tasks to be performed by OnSyte as a part of such System Services; (e) any corresponding obligations of Customer (if any) thereunder; (f) all fees, costs or expenses for or associated with such services (the "**System Fees**"), including but not limited to applicable fees for professional and design services, consulting services, or estimates thereof; (g) any associated deliverables and corresponding target or due dates; and (h) any associated reporting requirements, documentation requirements, assumptions or contingencies.

1.3 DWTU Task Orders; Deployment Services. For purposes of this Agreement, "**DWTU Task Order**" means a written task order, substantially similar to the form attached hereto as Exhibit B, that references this Agreement and corresponding DWTS Service Order, is duly executed by the Parties, and details the DWTU configuration, installation, commissioning and other services to be provided by OnSyte thereunder (collectively, "**Deployment Services**" and together with the System Services, the "**Services**" under this Agreement) in accordance with this Section. Each DWTU Task Order shall specify, without limitation: (a) the design wastewater flow, or corresponding number of dwelling units or designated uses of the proposed unit of development, as applicable, necessary to determine the appropriate treatment capacity of the DWTU; (b) the location where the DWTU is to be installed; (c) approximate start and end dates of such services; (d) a detailed description of such Services and any specific tasks to be performed by OnSyte as part of such Deployment Services; (e) any corresponding obligations of Customer (if any) thereunder; (f) all fees associated with such Deployment Services (the "**Deployment Fees**", and together with the System Fees, the "**Fees**" under this Agreement), including but not limited to applicable fees for professional and design services, implementation and installation services, consulting services, and hardware purchasing, or estimates thereof; (g) any associated deliverables and corresponding target or due dates; and (h) any associated reporting requirements, documentation requirements, assumptions or contingencies and relevant acceptance testing procedures and criteria.

1.4 Change Orders. Either Party may request changes to any DWTS Service Order or DWTU Task Order by written proposal to the other Party (a "**Change Proposal**"). The Parties shall work together in good faith to evaluate the impact of such proposed changes on the terms of each applicable Service Order or Task Order, and OnSyte shall prepare a written description detailing the nature and scope of any additional services required to implement such changes in a form substantially similar to the o ne attached as Exhibit C hereto (a "**Change Order**"). Each Change Order shall specify (to the extent applicable) any additional resources required, revised start or end dates, modified or additional Fees, and any other material and relevant information. Any Change Proposal for services outside the scope of or materially different from those set forth in the applicable DWTS Service Order or DWTU Task Order shall be deemed to be a request for new services and shall require a mutually acceptable new DWTS Service Order or DWTU Task Order.

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1.5 Obligations. Under no circumstances shall either Party have any obligation or be liable for any Fees in connection with a given DWTS Service Order, DWTU Task Order or Change Order until such has been executed by both Parties. Each fully executed DWTS Service Order, DWTU Task Order or Change Order shall be attached to this Agreement, and all terms and conditions of this Agreement shall apply thereto.

1.6 Project Managers. Each Party will designate a "**Project Manager**" who will be the principal point of contact between the Parties for all matters relating to the applicable DWTS Service Order and any DWTU Task Order executed thereunder. A Party may designate a new Project Manager by written notice to the other Party. The applicable Project Managers for a given DWTS Service Order or DWTU Task Order executed thereunder will have overall responsibility for managing and coordinating the delivery of all Services thereunder, meet regularly regarding such Services, and have the power and authority to make decisions with respect to actions to be taken by the Parties in the ordinary course of day-to-day management of the Services under such DWTS Service Order or DWTU Task Order executed thereunder.

1.7 OnSyte Personnel. OnSyte shall have sole authority to hire, fire, direct, control, discipline, reward, evaluate, schedule, supervise, promote, suspend or terminate, all OnSyte personnel. Additionally, OnSyte shall have sole responsibility for its personnel and for the compensation of its personnel assigned to perform Services hereunder, including but not limited to payment of worker's compensation, disability, and other income and other similar benefits, unemployment and other similar insurance and for withholding income and other taxes and social security.

1.8 Physical Access Rights. Customer will ensure that OnSyte is granted legal access to any Customer property or property of Customer's end-customers, for the purpose of testing, maintaining, repairing, Commissioning, or Decommissioning the DWTU, in accordance with the terms of this Agreement, the DTWS Service Order, and the applicable DWTU Task Order(s).

1.9 Inspection and Audit Rights. Except as otherwise specified in the applicable DWTS Service Order or DWTU Task Order, during reasonable hours and upon prior reasonable written notice to OnSyte and Customer, each shall be permitted to observe the Services and related progress, in a manner that does not unreasonably interfere with the performance of such Services. Additionally, except as otherwise specified in the applicable DWTS Service Order or DWTU Task Order, during the Term and for a period of twelve (12) months thereafter, during reasonable hours and upon prior reasonable written notice to OnSyte, Customer shall have the right to review OnSyte's records relating to its Services, solely to the extent necessary for purposes of verifying costs billed to Customer hereunder and compliance with the terms of this Agreement, and provided that Customer may not audit the underlying costs of any Services provided as fixed-cost or flat-fee Services.

1.10 Subcontracting. OnSyte may subcontract the performance of any of the Services to one or more third parties, provided, however, that OnSyte shall remain primarily liable and responsible to Customer for the performance of such Services by its subcontractors, and shall monitor and manage such subcontractors.

1.11 Customer Requirements. Customer understands and agrees that OnSyte will be performing certain of the Services in reliance on specifications, designs, drawings, plans, and other documents and materials provided by Customer or by third parties on behalf of Customer ("**Customer Requirements**"). In no event shall OnSyte be liable for any loss, liability, harm, damage, cost, or expense resulting from compliance with Customer Requirement. Furthermore, in no event shall OnSyte's compliance with Customer Requirements be deemed to be an approval, endorsement, or ratification of such requirements.

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2 ONSYTE SAAS PLATFORM

2.1 Definitions. As used herein, "**OnSyte SaaS Platform**" means, collectively: (i) OnSyte's proprietary subscription-based, software-as-a-service platform (in object code format only), delivered via the internet, including access to the customer-accessible features and functionality of OnSyte's proprietary software (in object code format only) embedded on certain hardware devices provided by OnSyte, which facilitates the remote monitoring and operation of the DWTU (the "**OnSyte Software**"), (ii) any documentation related to the OnSyte SaaS Platform that is made available to Customer online or otherwise, as updated from time to time, and DWTU- and DWTS-related data, documentation and reports, generated by the OnSyte SaaS Platform, required to comply with the FDEP Permit (the "**Documentation**").

2.2 Grant of Usage Rights. Subject to the terms and conditions of the Agreement, including but not limited to timely payment of the applicable Fees, OnSyte hereby grants to Customer during the Service Term of each DWTS Service Order a non-exclusive, non-sublicensable, non-transferable personal right to access and use, solely for Customer's internal business purposes, the OnSyte SaaS Platform.

2.3 Restrictions. Except as expressly permitted hereunder, Customer shall not and shall not permit or authorize any third party to: (i) copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any part of the OnSyte SaaS Platform; (ii) translate or create derivative works based on any part of the OnSyte SaaS Platform; (iii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make any part of the OnSyte SaaS Platform available to any third party; or (iv) access any part of the OnSyte SaaS Platform to develop or build a competitive product or service.

2.4 Suspension Rights. OnSyte may suspend or limit use of the OnSyte SaaS Platform for a violation of the restrictions set forth above, or if continued use may result in material harm to the OnSyte SaaS Platform or its users. OnSyte will notify Customer within a reasonable time of the grounds for the suspension or limitation. OnSyte will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

2.5 Modifications. The OnSyte SaaS Platform may be modified by OnSyte from time to time during the Service Term. OnSyte will inform Customer of modifications by email, the support portal, release notes, Documentation or the OnSyte SaaS Platform. Modifications may include optional new features for the OnSyte SaaS Platform which OnSyte makes generally available to its customers at no additional charge, which Customer may use subject to the then-current Documentation. If a modification is not required in order for the OnSyte SaaS Platform to continue to operate in compliance with applicable law and materially reduces the Cloud Service, Customer may terminate the DWTS Service Order applicable to the affected OnSyte SaaS Platform by providing written notice to OnSyte within thirty days after receipt of OnSyte's informational notice.

3 DWTU EQUIPMENT

3.1 Definitions. As used herein, "Commissioned" means a FDEP Form 62-620.910(12) has been executed by both Parties to document the placement of a DWTU into service, "Decommission" or "Decommissioned" means a FDEP Form 62-620.910(9) has been executed by both Parties to document the abandonment of a DWTU or its removal from service, and "Control Unit" means the central processing unit of the DWTU, which contains the OnSyte Software and communicates with the DTWS.

3.2 Delivery Terms. Unless otherwise stated on the DWTU Task Order, OnSyte shall deliver the DWTU to the Customer Delivery Duty Paid (DDP) (Incoterms 2010) to the location shown on the DWTU Task Order or as otherwise agreed in writing by OnSyte.

3.3 Title; Risk of Loss. Unless otherwise stated on the DWTU Task Order, title and risk of loss for each DWTU shall pass to Customer at the time the DWTU is Commissioned.

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3.4 Decommissioning. Customer understands and agrees that where OnSyte is permitted or required under the terms of this Agreement to Decommission a DWTU, OnSyte may, as part of the Decommissioning process, remotely disable the communications capabilities of the DWTU, remotely uninstall software from the DWTU, or, at its discretion, physically access the DWTU Control Unit and disable or uninstall software embedded therein.

4 FEES AND PAYMENT TERMS

4.1 Invoicing; Fees. Except as provided below, OnSyte will invoice Customer for all Fees, and Customer will pay OnSyte such Fees, as set forth in the applicable DWTS Service Order or DWTU Task Order.

4.2 Expenses. Except as otherwise expressly set forth in the applicable DWTS Service Order or DWTU Task Order, OnSyte shall invoice Customer in arrears on a calendar monthly basis for all costs and expenses incurred directly by OnSyte in connection with the performance of the Services as stated on the applicable service order or task order.

4.3 Payment Terms. Unless otherwise set forth in the applicable DWTS Service Order or DWTU Task Order, all undisputed Fees will be due net forty-five (45) days from receipt of the corresponding invoice. If Customer disputes any Fee, it shall advise OnSyte within the same forty-five (45) day time period and the Parties will work in good faith to resolve the dispute. If an undisputed portion of an invoice remains unpaid following at least ten (10) days written notice by OnSyte, OnSyte may (reserving all other legal remedies and rights) suspend the Services, decommission any or all DWTUs for which any Fees have not been paid, or, following thirty (30) days written notice by OnSyte, terminate the Agreement.

4.4 Increases. OnSyte reserves the right, on an annual basis, to increase the System Fees by an amount which will not exceed the greater of: (a) seven percent (7%), or (b) the year-over-year increase in the Consumer Price Index for All Urban Consumers (Current Series), all items less food and energy, U. S. City Average, published by the U.S. Department of Labor with the annual time period commencing the month of the Effective Date and ending twelve months later.

4.5 Net of Taxes. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "**Taxes**"). Customer shall be solely responsible for payment of any Taxes, except for those Taxes based on the income of OnSyte.

5 PROPRIETARY RIGHTS AND RIGHTS IN DATA

5.1 Definitions. As used herein:

5.1.1 "**Intellectual Property**" means any and all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents and materials, and all Intellectual Property Rights in any of the foregoing.

5.1.2 "**Intellectual Property Rights**" means all worldwide patents, copyrights, trademarks, trade names, service marks, trade secrets, database rights and other intellectual property rights (whether or not registered or registerable).

5.1.3 "**Customer Data**" means any and all electronic data or information submitted by Customer directly to OnSyte.

5.1.4 "**Usage Data**" means any and all electronic data or other information obtained through Customer's or its end customer's use of the OnSyte SaaS Platform.

5.1.5 "**OnSyte Property**" means all Intellectual Property owned by OnSyte as of the Effective Date, all Intellectual Property acquired by or on behalf of OnSyte after the Effective Date, all Intellectual Property developed by or on behalf of OnSyte after the Effective Date, and all modifications, enhancements, improvements and derivative works based upon any of the foregoing.

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5.2 OnSyte Property. Except as otherwise expressly provided hereunder or in an applicable DWTS Service Order, OnSyte shall be the sole and exclusive owner of OnSyte Property. Except as otherwise expressly stated herein or in an applicable DWTS Service Order, nothing in this Agreement grants, conveys or shall be construed to grant or convey to Customer any license, right, title or interest in or to the OnSyte Property or any portion thereof. Except as expressly permitted hereunder or under an applicable DWTS Service Order, Customer shall not and shall not permit or authorize any third party to: (a) copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any OnSyte Property; (b) translate or create derivative works based upon any of the OnSyte Property; (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the OnSyte Property available to any third party; or (d) use the OnSyte Property (or any part thereof) to develop or build a competitive product or service. Without limiting the generality of the foregoing, the OnSyte SaaS Platform, each portion thereof, and all modifications, enhancements and improvements thereof and derivative works based thereupon are deemed to be OnSyte Property and Confidential Information of OnSyte, and Customer agrees to treat them accordingly.

5.3 Customer Data. Customer hereby grants OnSyte: (A) during the Service Term, a limited, non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable right and license to (i) copy, transmit, display, distribute, modify, create derivative works of and otherwise use the Customer Data in order to perform the Services, (ii) derive data therefrom ("Derived Data"), and (iii) allow third-party providers of third-party products to access Customer Data solely as required for the interoperation and troubleshooting of such third-party products with the OnSyte SaaS Platform; and (B) during the Service Term and thereafter, an unrestricted, transferrable, non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable right and license to copy, use, modify, distribute, display and disclose Customer Data (i) internally, for OnSyte's business purposes including, without limitation, product improvement (in particular, product features and functionality, workflows and user interfaces), development of new products and services, improving resource allocation and support, internal demand planning, training and developing machine learning algorithms, improving product performance, verification of security and data integrity, identification of industry trends and developments, creation of indices and anonymous benchmarking; and (ii) internally or externally on an aggregate and anonymized basis, solely to the extent that the aggregate data does not include information that identifies or would reasonably be expected to identify Customer as the source of such data.

5.4 Usage Data. As between the Parties, Usage Data is and remains OnSyte Property. OnSyte hereby grants to Customer, during the Service Term of an applicable Service Order, a non-exclusive, non-transferrable, non-sublicensable right to access and view Usage Data to the extent provided to Customer by OnSyte through the OnSyte SaaS Platform.

6 TERM; TERMINATION

6.1 Term. This Agreement will be effective as of the Effective Date and continue until terminated in accordance with this Section 6 (the "**Term**"). Unless earlier terminated in accordance with this Agreement, the initial term of each DWTS Service Order shall commence as of the DWTS Service Order Effective Date set forth therein and continue for the period specified therein as the Initial Term (each an "**Initial Service Term**"). Except as otherwise specified in the applicable DWTS Service Order, each DWTS Service Order shall automatically renew for additional terms of the same length as the Initial Service Term (each, a "**Renewal Term**" and collectively with the Initial Service Term, the "**Service Term**" of such DWTS Service Order) unless terminated in accordance with such DWTS Service Order or unless either Party provides written notice of its intent not to renew the DWTS Service Order no later than sixty (60) days prior to the end of the Initial Term or then-current Renewal Term.

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6.2 Termination of Agreement. Either Party may terminate this Agreement, a DWTS Service Order, or a DWTU Task Order: (a) if the other Party breaches any material term or condition of, as applicable this Agreement, the DWTS Service Order, or the DWTU Task Order and fails to cure such breach to the reasonable satisfaction of the non-breaching party within thirty (30) days after written notice of such breach, except payment obligations, for which there is no cure period; (b) immediately upon written notice if the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; (c) immediately upon written notice if the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing; (d) immediately upon written notice if the other Party ceases to do business, or otherwise terminates its business operations; or (e) upon at least sixty (60) days written notice to the other Party, with respect to this Agreement, at any time when all DWTS Service Orders and any DWTU Task Orders executed thereunder have been terminated or expired.

6.3 Limitations. Customer acknowledges that domestic wastewater treatment (sewer) services provided by OnSyte may be necessary for the continued occupancy of dwelling or other units within its jurisdiction and therefore agrees that Customer will, prior to termination of this Agreement, or any DWTS Service Order executed thereunder, for any reason, transfer operation of any permitted DWTS or DWTU to a utility or other approved operating entity, acceptable to the FDEP, by completing and filing FDEP Form 62-600.910(11) – Application for Transfer of a Wastewater Facility or Activity Permit, or such other application or form the FDEP may require.

6.4 Termination of DWTS Service Order. Subject to the Limitations in Section 6.3 above, either Party may terminate any DWTS Service Order in accordance with the terms of such DWTS Service Order.

6.5 Termination of DWTU Task Order. Subject to the Limitations in Section 6.3 above, either Party may terminate any DWTU Task Order in accordance with the terms of such DWTU Task Order. Additionally, each DWTU Task Order shall automatically terminate upon the completion of the Services described therein, unless otherwise set forth in such DWTU Task Order.

6.6 Effect of Termination. In no event will any termination relieve Customer of the obligation to pay any Fees payable to OnSyte for the period prior to the effective date of termination; and, except to the extent otherwise specified in the applicable DWTS Service Order or DWTU Task Order, in the event of any termination of this Agreement or any DWTS Service Order or DWTU Task prior to the completion of all services hereunder or thereunder (as applicable), OnSyte shall be entitled to invoice Customer for, and Customer shall pay, an amount at OnSyte's then applicable hourly rates for any additional work necessary for OnSyte to prepare and deliver to Customer any works in process as of the effective date of such termination. Upon any termination or expiration of this Agreement: (a) each Party will return or destroy the other Party's Confidential Information, at the request of the other Party, and (b) upon satisfaction of the Limitations in Section 6.3 above, Customer will immediately cease use of the DWTS and any DWTU operating thereunder. Sections 4 (Fees and Payment Terms); 5 (Proprietary Rights and Rights in Data); 6.6 (Effect of Termination); 7 (Confidential Information); 8.5 (Disclaimer); 8.6 (General Communications Limitations); 8.7 (Liability for Acts of Other Parties); 10 (Limitation of Liability); and 11 (General) will survive any termination of this Agreement.

7 CONFIDENTIAL INFORMATION

7.1 Definition. As used herein, "**Confidential Information**" means, any and all information, regardless of whether it is in tangible form, disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") that is either (a) marked as confidential or proprietary, (b) identified in writing as confidential or proprietary within thirty (30) days of disclosure, or (c) would be reasonably understood by the Receiving Party as the Disclosing Party's Confidential Information at the time of disclosure. Information shall not be deemed Confidential Information if such information: (i) is known to the Receiving

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Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes generally publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

7.2 Obligations. Each Receiving Party shall use reasonable measures, and at least a reasonable degree of care, to protect the confidentiality of and avoid disclosure and unauthorized use or reproduction of the other Party's Confidential Information. Confidential Information of the Disclosing Party may be disclosed by the Receiving Party only to: (A) those employees and agents of the Receiving Party who have a need to know such information in connection with the performance of the services or rights under this Agreement; and (B) legal or financial advisors or potential acquirers of the Receiving Party on a need to know basis; provided, that, in each case, such legal and financial advisors are bound by professional ethical duties, and such employees, agents or potential acquirers are bound by written confidentiality obligations, which are at least as restrictive as those set forth herein. Confidential Information of the Disclosing Party may also be disclosed by the Receiving Party if required by law, or by valid order of a court or other governmental authority (provided that the Receiving Party delivers reasonable notice to the Disclosing Party and use commercially reasonable efforts to cooperate with Disclosing Party's attempt to obtain a protective order). Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return to Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party.

7.3 Remedies. Each Receiving Party acknowledges and agrees that any breach of this Section 7 may give rise to irreparable injury to the Disclosing Party and accordingly agrees that, in addition to all other rights and remedies that the Disclosing Party may have, the Disclosing Party may seek injunctive relief in connection with any such breach.

8 REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, and within thirty (30) days after the applicable Services commence under a given DWTS Service Order or DWTU Task Order, shall have obtained and maintain all licenses, permits and certifications required for such Party in connection with the performance of such Services; (b) the execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.

8.2 Deployment Services. OnSyte warrants that the Deployment Services will be performed in a professional and workmanlike manner, and will comply in all material respects with the corresponding specifications set forth in the applicable DWTU Task Order. Customer's sole and exclusive remedy with respect to this warranty will be that: (a) OnSyte shall undertake reasonable efforts to correct any verified non-conformities within a commercially reasonable period of time, provided that Customer reports any warranty claims to OnSyte within thirty (30) days of the delivery of the non-conforming Deployment services; and (b) if OnSyte is unable to correct any verified non-conformities by undertaking commercially reasonable efforts within a commercially reasonable period of time, OnSyte may terminate the applicable DWTU Task Order and refund to Customer any Deployment Fees paid in respect of the non-conforming Deployment Services.

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8.3 OnSyte SaaS Platform. During the Service Term of each applicable DWTS Service Order, OnSyte will use commercially reasonable efforts to provide the OnSyte SaaS Platform twenty-four (24) hours a day, seven (7) days a week, subject to downtime for maintenance and circumstances beyond the reasonable control of OnSyte, including without limitation the circumstances set forth in Subsection 8.6.

8.4 DWTU Maintenance. Any defects arising in any DWTU provided hereunder for which Customer has subscribed to operations and maintenance service under the applicable DWTU Task Order will be serviced by OnSyte in accordance with the support and maintenance terms attached hereto as Exhibit D (the "**Support and Maintenance Terms**"), which shall be Customer's sole and exclusive remedy, and OnSyte's sole obligation with respect to any defect or claimed defect in any DWTU.

8.5 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS SECTION, ONSYTE MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED WITH RESPECT TO THE DWTS, DWTU, ONSYTE SAAS PLATFORM, SYSTEM SERVICES, OR DEPLOYMENT SERVICES, INCLUDING, WITHOUT LIMITATION THAT OPERATION AND ACCESS TO THE ONSYTE SAAS PLATFORM (IF ANY) WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.

8.6 General Communications Limitations. CUSTOMER ACKNOWLEDGES THAT THE SYSTEM SERVICES ARE MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE UNDERLYING WIRELESS NETWORK. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF AMONG OTHER THINGS: (i) CUSTOMER FACILITIES LIMITATIONS; (ii) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, AND OTHER CAUSES REASONABLY OUTSIDE OF ONSYTE'S CONTROL; OR (iii) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF THE SERVICES. CONNECTIONS MAY BE INVOLUNTARILY DISCONNECTED FOR A VARIETY OF REASONS, INCLUDING, WITHOUT LIMITATION, ATMOSPHERIC CONDITIONS OR GAPS IN COVERAGE WITHIN A SERVICE AREA. ONSYTE SHALL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION RELATED TO COMMUNICAITONS EQUIPMENT OR SYSTEMS NOT OWNED BY ONSYTE USED IN CONNECTION WITH THE SERVICES.

8.7 Liability for Acts of Other Parties. CUSTOMER ACKNOWLEDGES THAT ONSYTE WILL EXERCISE THE REASONABLE SKILL, CARE, AND DILIGENCE IN PROVIDING THE DEPLOYMENT SERVICES AS AN APPROPRIATELY QUALIFIED, EXPERIENCED, AND COMPETANT CONTRACTOR SKILLED IN DELIVERING EQUIVALENT SERVICES WITHIN THE STATE OF FLORIDA UNDER THE SAME OR SIMILAR CIRCUMSTANCES, BUT HAS NO CONTROL OVER THE ACTIONS OF THE PUBLIC, OF CUSTOMER, OR OF ANY OTHER PARTY EXCEPT THOSE ONSYTE HAS ENGAGED TO PROVIDE SERVICES, AND CANNOT PREVENT ACCIDENT, INJURY, VANDALISM, NEGLECT, IMPROPER MAINTENANCE OR REPAIR, OR MISUSE OF THE SERVICES OR ANY DWTU SUPPLIED BY ONSYTE.

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9 INDEMNIFICATION

9.1 General. Provided Customer is not in material breach of the Agreement and is current with payment obligations, and subject to the other requirements of this Agreement, OnSyte will at its sole cost and expense defend Customer with counsel reasonably acceptable to the Customer against claims brought against Customer by any third party alleging that Customer's or its customers' use of the OnSyte SaaS Platform or DWTU infringes or misappropriates a United States patent claim, copyright, or trade secret right ("**Claim**"). Notwithstanding Section 10 below, OnSyte will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement OnSyte enters into which shall be reasonably acceptable to Customer) with respect to these claims; provided, in each case, that the Customer (i) promptly notifies OnSyte of such Claim, (ii) gives OnSyte the right to control and direct the preparation, defense and settlement of such Claim and (iii) gives full cooperation to OnSyte for the defense of same.

9.2 Mitigation of Damages. If a Claim under Section 9.1 above arises, or in OnSyte's opinion, may arise, OnSyte may at its sole Option and in its sole discretion (a) replace, modify or re-perform the portion of the System Services or DWTU so as to avoid the Claim; (b) procure the right for Customer to continue to use the OnSyte SaaS Platform or DWTU; or (c) subject to and upon the transfer of DWTU operations to a utility or an FDEP approved operating entity as described in Section 6.3, terminate the DWTS Service Order corresponding to the Claim and refund to Customer a pro rata amount of the System Fees actually paid by Customer to OnSyte for the remainder of the Service Term of such DWTS Service Order.

9.3 Exceptions. The foregoing indemnities will not apply to any Claim based upon or arising from (a) any unauthorized use or modification of the DWTS or any DWTU; or (b) use of the DWTS or any DWTU in combination with any software, data, content or hardware not provided or required by OnSyte, to the extent the Claim relates to the combination.

9.4 Sole and Exclusive Remedy. The foregoing represents Customer's sole and exclusive remedy and OnSyte's entire liability and obligation with respect to any actual or alleged infringement of any Intellectual Property Rights.

10 LIMITATION OF LIABILITY

10.1 EXCEPT WITH RESPECT TO DAMAGES DUE TO BREACH OF THE TERMS OF SECTION 7 (PROPRIETARY RIGHTS AND RIGHTS IN DATA) HEREOF, TO THE EXTENT ALLOWED BY LAW, NEITHER PARTY WILL BE RESPONSIBLE OR LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER THIS AGREEMENT OR WITH RESPECT TO ANY SUBJECT MATTER HEREOF OR TERMS OR CONDITIONS RELATED HERETO, REGARDLESS OF THE FORM OF ACTION (WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY) OR WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR: (A) ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR BUSINESS); OR (B) ANY AMOUNT IN EXCESS OF THE AMOUNT OF FEES PAID BY CUSTOMER TO ONSYTE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OCCURRENCE THAT GAVE RISE TO SUCH LIABILITY, CLAIM OR DAMAGES.

11 GENERAL

11.1 Independent Contractor. OnSyte is an independent contractor, and this Agreement will not be construed as constituting either Party as partner, joint venturer or fiduciary of the other or to create any other form of legal association that would impose liability on one Party for the act or failure to act of the other or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other. Except as otherwise expressly provided in this Agreement, each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by it pursuant to this Agreement.

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11.2 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services.

11.3 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.4 Assignment. Neither Party may assign this Agreement or assign or delegate its rights or obligations under this Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld; provided however, that either Party may assign this Agreement without such consent to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either Party otherwise than in accordance with this Section shall be null and void.

11.5 Entire Agreement. The Parties agree that this Agreement, including the DWTS Statements of Work and DWTU Task Orders entered into in connection herewith and all exhibits, schedules and addenda hereto and to such DWTS Statements of Work and DWTU Task Orders, each of which is hereby incorporated into and made a part of this Agreement, is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

11.6 Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both Parties.

11.7 Conflicts. To the extent of any express conflict or inconsistency between the provisions in the body of this Agreement and any exhibit, addendum, schedule or Service Order hereto, the terms of this Agreement shall prevail to the extent necessary to resolve such conflict or inconsistency.

11.8 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a Party does not have any authority of any kind to bind the other Party in any respect whatsoever.

11.9 Notices. All notices under this Agreement will be in email to the designated and authorized representative or in writing and sent to the intended recipient's address set forth above, and will be deemed to have been duly given when received, if personally delivered; upon delivery or refusal to accept delivery if sent for next day delivery by recognized overnight delivery service; or upon receipt or refusal of receipt, if sent by certified or registered mail, return receipt requested. Either Party may change its address for notice purposes by notice in accordance with this Section.

11.10 Force Majeure. Each Party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, pandemics, measures of any governmental authority in response to an epidemic or pandemic, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a Party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "**Force Majeure Event**"). Delays in performing obligations due to a Force Majeure Event shall automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event.

11.11 Governing Law. This Agreement shall be governed by the laws of State of Florida without regard to its conflict of law provisions.

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11.12 No Third-Party Beneficiaries. This Agreement is entered into solely between, and may be enforced only by, OnSyte and Customer, and will not be deemed to create any rights in third parties, including suppliers, customers or subcontractors of either Party, or to create any obligations of a Party to any such third parties.

11.13 Further Assurances. The Parties will execute and deliver such other instruments and documents, and take such other actions, as either Party reasonably requests to evidence or effect the transactions contemplated by this Agreement.

11.14 Counterparts. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which together will constitute one instrument.

11.15 Effective Date. The Effective Date of the Agreement is the date the later of the Parties executes the Agreement as indicated in their signature blocks below. Upon the later Party's execution of the Agreement, it will immediately notify and provide the other party a fully executed counterpart or copy (as applicable) of the Agreement.

[*Signature page follows.*]

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IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

OnSyte Performance, LLC

By: DocuSigned by: John Cheslik 1E9E8D9AC6EB455...

Name: John Cheslik

Title: CEO

Date: 3/6/2024

Lake Nellie Crossing Homeowners' Association, Inc.,
a Florida not-for-profit corporation

By: DocuSigned by: Lily Boutros B431CC3810F6439...

Name: Lily Boutros

Title: Secretary

Date: 3/8/2024

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EXHIBIT A

FORM OF DWTS SERVICE ORDER

DWTS SERVICE ORDER NO. 1

(OnSyte Distributed Wastewater Treatment System)

This Service Order No. 1 is entered into in connection with, and is governed by, that certain Master Services Agreement (the "**Agreement**") dated as of March 8, , 2024 by and between OnSyte Performance, LLC ("**OnSyte**") and Lake Nellie Crossing Homeowmers Association ("**Customer**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

In consideration of the mutual promises contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. General Information.

Service Order Effective Date:		Upon Install of 1st DWTU
Initial Term:		10 years
HOA Territory:		Lake Nellie Crossing Homeowners Association, Inc
Subscription Type (Choose One):		[x] SaaS + O&M [_] SaaS
Start Date (Activation):		On Commissioning of first DWTU
Project Managers:	OnSyte:	Ben Mcbryant, (770) 789-1855, bmcbryant@onsyte.com *(name, email, phone)*
	Customer:	Lake Nellie Crossing Homeowners Association, Inc. Lily Boutros (352) 394-1032 *(Authorized representative name, email, phone)*

2. System Fees and Payments: $55.00/ standard residential DWTU for access to the OnSyte SaaS Platform and all costs associated with the operation, inspections, laboratory analytic costs, and standard maintenance of the DWTU ("**SaaS + O&M"**) for the Service Term. For non-standard DWTU installations (e.g. those systems serving multi-family, communal or commercial locations), the System Fees will be determined on a case-by-case basis and described in the specific DWTU Task Order for that installation.

3. Assumptions/contingencies: Permit Compliance requires periodic effluent sampling and certified laboratory analysis. Under the Agreement, OnSyte will perform the sample collection for a cost covered under the System Fee and will deliver the sample to a state certified laboratory that is approved by the Customer for analytic testing.

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4. Additional Terms:

IN WITNESS WHEREOF, the Parties have signed this DWTS Service Order as of the Service Order Effective Date above.

OnSyte Performance, LLC

By: DocuSigned by: John Cheslik 1E9E8D9AC8EB455...

Name: John Cheslik

Title: CEO

[Customer]

By: DocuSigned by: Lily Boutros B431CC3810F6439...

Name: Lily Boutros

Title: Secretary

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EXHIBIT B

FORM OF DWTU TASK ORDER

DWTU TASK ORDER

(OnSyte Distributed Wastewater Treatment Unit Configuration, Installation, Commissioning)

DWTU TASK ORDER NO. ____

This DWTU Task Order No. **____** is entered into in connection with, and is governed by, that certain Master Services Agreement (the "**Agreement**") dated as of _____, 202__ by and between OnSyte Performance, LLC. ("**OnSyte**") and _____ ("**Customer**") and DWTS Service Order No.____ (the "**Service Order**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement or referenced DWTS Service Order.

In consideration of the mutual promises contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. General Information.

DWTU Task Order Effective Date:		
DWTU Location:		
HOA Territory:		[HOA]
Projected Start Date (Activation):		
Project Managers:	OnSyte:	Ben Mcbryant, (770) 789-1855, bmcbryant@onsyte.com *(name, email, phone)*
	Customer:	 *(name, email, phone)*

2. Scope and Objectives. This Task Order No. **____** details OnSyte's role in the completion of the DWTU design, configuration, technical support, permitting, commissioning and other services to be provided by OnSyte to the Customer.

SERVICES:

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EQUIPMENT:

3. Fees and Payments:

Total Equipment Cost:

Design, Permitting, Hardware and Support Costs:			

Monthly O&M Fee: $55
Beginning the first full month after commissioning, and for every month of DWTU Operation for the Service Term of the Service Order, OnSyte will bill the Customer for Operations and Maintenance (O&M) services further described in the Service Order.

4. Invoicing of Fees/Payment. OnSyte will invoice according to the schedule above. All invoices are due to be paid within 30 days.

DWTU Transfer Terms: The DWTU ownership will be transferred to by OnSyte to Customer at full payment from 3rd party and will become the property of the Customer. DWTU FLDEP permit responsibilities become active at Commissioning.

5. Customer Responsibilities:

i. Customer will promptly pay any properly submitted invoice by OnSyte
ii. Customer will provide legal access to the property for the purpose of testing, maintaining, and repairing the DWTU, in accordance with the DTWS Service Order.
iii. Customer will relieve OnSyte from any costs associated with damage to the DWTU or drainfield caused by the property owner or end user.

6. Staffing/Personnel: OnSyte will provide the necessary staffing/personnel to accomplish the above-described Services.

7. Reporting: OnSyte will provide immediate written notice to Customer of significant DWTU malfunctions, repairs and scheduled maintenance and will provide written documentation of the satisfactory resolution of such events, in accordance with the procedures detailed in Exhibit D.

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8. Documentation: Documentation will be provided electronically, including through the OnSyte SaaS Platform.

9. **Assumptions/contingencies Design Requirement:** Gallon per day treatment capacity is assumed at less than 450 gpd. Equipment design and price can change if further investigation indicates an increase in design flow.

10. **Additional Conditions:** None

IN WITNESS WHEREOF, the Parties have signed this DWTU Task Order as of the Task Order Effective Date above.

OnSyte Performance, LLC	**[Customer]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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EXHIBIT C

FORM OF CHANGE ORDER

This Change Order is entered into on _____, 20__ (the "**Change Order Effective Date**") in connection with, and is governed by, that certain Master Services Agreement (the "**Agreement**") dated as of _____ _____, 20__ between OnSyte Performance, LLC. ("**OnSyte**") and _____ ("**Customer**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. General Information.

DWTS Service Order #: _____

DWTU Task Order #: _____

2. Description of Changes:

a. Services:

b. Deliverables (delivery or target dates):

c. Acceptance Criteria:

d. Fees and Payments:

e. Other:

IN WITNESS WHEREOF, the Parties have signed this Change Order as of the Change Order Effective Date above.

OnSyte Performance, LLC	**[Customer]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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EXHIBIT D

SUPPORT AND MAINTENANCE TERMS

1. General Information.

Each OnSyte DWTU is equipped with OnSyte Software responsible for the electronic operation, maintenance, and reporting of each DWTU. The OnSyte Software will inform OnSyte technicians of all alarms and maintenance needs. Critical alarms will trigger a site visit by an OnSyte technician. Most non-critical alarms can be resolved through the OnSyte Software. Prior to the dispatch of an OnSyte technician, the Customer will be notified in accordance with the standards listed herein.

2. OnSyte Performance DWTU Alarm/Alert Handling Protocol.

The following protocols detail the prescribed response actions to be carried out by OnSyte Performance authorized personnel in the event of a DWTU alarm and/or alert.

Alarm Triage Levels:

ALARM	CRITICAL	NON-CRITICAL
URGENT	Code 1	Code 3
NON-URGENT	Code 2	Code 4

Critical: Relating to a detriment of any components integral to ongoing and continual treatment processing of site-generated wastewater.

Non-Critical: Relating to a non-detrimental condition of any components integral to ongoing and continual treatment processing of site-generated wastewater OR relating to an ancillary component not integral to ongoing and continual treatment processing of site-generated wastewater

Urgent: Condition observed that necessitates immediate attention or action, be it a physical site visit or remote intervention, within the allowable response time as determined by the alarm severity.

Non-Urgent: Condition observed that does not necessitate immediate attention or action to be taken but to be addressed within a reasonable response time as determined by the alarm severity.

Alarm Level	**Customer Notification Required**	**Site Visit Required**	**Required Response Time**
Code 1	YES*	YES	<72 Hours
Code 2	YES*	YES	<5 Business Days
Code 3	NO**	NO	<10 Business Days
Code 4	NO**	NO	N/A

**Code 1 and Code 2 Alarms may necessitate external notification to the Customer. Upon any condition observed that requires a site visit due to a Code 1 or Code 2 Alarm, the contracted maintenance entity will notify the Customer Authorized User(s), listed below, detailing the station in alarm, repair plan of action, and site visit timeline. Upon notification to the Customer Authorized User(s), a site visit will be conducted within the Required Response Time for system repair.*

***Code 3 and Code 4 Alarms do not necessitate external notification to the Customer. However, upon any condition observed that requires a site visit, the Customer will be notified at least 24 hours prior to the site visit.*

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3. OnSyte DWTS Documentation and Reports.

OnSyte will supply the Customer with a Discharge Monitoring Report (DMR) and other periodic reports in accordance with FDEP Permit requirements. These documents will be provided in electronic format only and uploaded to the OnSyte SaaS Platform for access by the Customer.

4. Customer Authorized User(s).

Access Levels Overview:

Basic: Users with Basic access level can view basic DWTS Customer data. Basic users may also download documents and reports pertinent to the DWTS. Basic users do not have the ability to access a DWTU.

Operator: Users with Operator access level have the same abilities as Basic users as well as some additional features. Operator level users can access historical records pertaining to each DWTU, as well as real-time access to operational functions. Access to a DWTU is limited to a licensed wastewater operator, or authorized OnSyte technician. Improper operation of the OnSyte Software could result in unauthorized discharge(s) of untreated wastewater.

Authorized User 1
Full Name: _____

Job Title: _____

Access Level: _____

Email Address: _____

Phone Number: _____

Authorized User 2
Full Name: _____

Job Title: _____

Access Level: _____

Email Address: _____

Phone Number: _____

Authorized User 3
Full Name: _____

Job Title: _____

Access Level: _____

Email Address: _____

Phone Number: _____

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5. OnSyte Service Technician(s).

Primary Technician
Full Name: Ben Mcbryant

Job Title: Superintendent

Email Address: bmcbryant@onsyte.com

Phone Number: (770) 789-1855

Secondary Technician
Full Name: Tyler Holland

Job Title: Field Technician

Email Address: tholland@onsyte.com

Phone Number: (770) 601-1732

OnSyte may, at its sole discretion, contract with outside service providers to perform service and repairs to its equipment. OnSyte will remain responsible for the services provided by its contracted service providers as provided in Section 1.10 of the Agreement.

6. OnSyte DWTU Service Record.

When a site visit is required, a Service Record (sample below) will be generated, detailing the site visit. The Service Record will include, at a minimum, the following information:

- Station ID
- Address
- Permit Number
- OnSyte Authorized Technician
- Reason for Visit
- Summary of Work Performed
- Expected Outcome/Results
- Next Steps Required (if any)

Upon generation of a DWTU Service Record, a copy will be uploaded to the OnSyte SaaS Platform for access by the Customer.

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DWTU Service Record

[SAMPLE]

STATION ID:		ADDRESS:	
PERMIT NUMBER:			
TECHNICIAN:			
REASON FOR VISIT:			
SUMMARY OF WORK PERFORMED:			
EXPECTED OUTCOME/RESULTS:			
NEXT STEPS REQUIRED:			