



BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026, at 8:30 AM
Hollingsworth Board Room
1212 George Jenkins Blvd, Lakeland, FL 33815

AGENDA

	<u>Action Required</u>
Call to Order	
1. Approval of Board Meeting Minutes	
a. Approval of September 9, 2026, Regular Board Meeting Minutes	Approval
b. Approval of September 17, 2026, Program of Projects Minutes	Approval
c. Approval of September 17, 2026, TRIM 2 nd Public Hearing Minutes	Approval
2. Public Comments	None
3. Finance / Acting Chief Financial Officer Todd Morrow	
a. Posner Park-and-Ride Grant FM# 448715-1-84-04, Resolution 27-01	Approval
b. Extended Service Hours FM# 457667-1-84-01, Resolution 27-02	Approval
c. FTA 5311 for Rural Areas FM# 440258-1-84-26, Resolution 27-03	Approval
d. FTA 5311 for Rural Areas FM# 458575-1-94-25, Resolution 27-04	Approval
e. Purchase of (2) Electric Squeeze Carts	Approval
f. Disposal of (19) Vehicles	Approval
4. Legal / Ben Darby, Esq.	
a. City of Fort Meade Service Agreement	Approval
b. City of Bartow Service Agreement	Approval
c. City of Davenport Service Agreement	Approval
d. City of Winter Haven Service Agreement	Approval
5. Chief Executive Officer Report / Acting CEO Erin Killebrew Kinlaw	
a. Agency Update(s)	None
b. September Calendar	None
c. August Ridership Update	None
6. Other Business	TBD
Adjournment	

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #1a

Agenda Item: Board approval of the Citrus Connection Board Meeting Minutes for September 9, 2026

Presenter: Christine Lee

Recommended Action: Board approval of the Citrus Connection Board Meeting Minutes for September 9, 2026

Attachment: September 9, 2026, Citrus Connection Board Meeting Minutes

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #1b**

Agenda Item: Board approval of the September 17, 2026, Citrus Connection Meeting Minutes for the FY26-27 Program of Projects

Presenter: Christine Lee

Recommended Action: Board approval of September 17, 2026, Citrus Connection Meeting Minutes for the FY26-27 Program of Projects

Attachment: September 17, 2026, Citrus Connection FY26-27 Program of Projects Meeting Minutes

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #1c

Agenda Item: Board approval of the September 17, 2026, Citrus Connection TRIM 2nd Public Hearing Minutes

Presenter: Christine Lee

Recommended Action: Board approval of the September 17, 2026, Citrus Connection TRIM 2nd Public Hearing Minutes

Attachment: September 17, 2026, Citrus Connection TRIM 2nd Public Hearing Minutes

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #2**

Agenda Item: Public Comments

Presenter: TBD

**Recommended
Action:** TBD

Attachments: TBD

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #3a**

Agenda Item: Florida Department of Transportation (FDOT) - Public Transportation Grant Agreement (PTGA) for the State Transit Corridor Development Program, Posner Park-and-Ride to the Poinciana SunRail Station, Financial Project Number **FM# 448715-1-84-04**

Presenter: Acting Chief Financial Officer Todd Morrow

Recommended Action: Staff recommends approval of FDOT PTGA grant award FY 2026/2027 for Route 19X in support of the Posner Park-and-Ride to the Poinciana SunRail Station.

Summary: These funds will be utilized to assist the District with administrative and operating expenses in providing public transportation services to the citizens of Polk County. FDOT estimated total project cost is \$299,480 with matching funds provided by the District, as shown below.

State Funding \$ 149,740

Local Match \$ 149,740

Total Funding \$ 299,480

Attachments: Resolution # 27-01

448715-1-84-04

RESOLUTION FOR
PUBLIC TRANSPORTATION GRANT AGREEMENT
FOR TRANSIT PROJECTS

RESOLUTION # 27-01

A RESOLUTION of the **Lakeland Area Mass Transit District Board of Directors** authorizing the execution of that certain Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation.

WHEREAS, **Lakeland Area Mass Transit District** has the authority to enter into a PTGA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended:

NOW, THEREFORE, BE IT RESOLVED BY THE **Lakeland Area Mass Transit District**
FLORIDA:

1. That the PTGA for Item-Segment-Phase-Sequence **448715-1-84-04** is approved.
2. That Tom Phillips, CEO, or their designee is authorized to enter into, modify or terminate the PTGA, as well as other pertinent documents affiliated with the **PTGA**, with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS October 14, 2026

By: _____

Title Sara Roberts McCarley, Board Chair

ATTEST:

_____ (Name and Title or Seal)

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #3b**

Agenda Item: Florida Department of Transportation (FDOT) – Public Transportation Grant Agreement (PTGA) for the State Public Transit Service Development Program, Financial Project Number **FM# 457667-1-84-01**.

Presenter: Acting Chief Financial Officer Todd Morrow

Recommended Action: Staff recommends approval of the FY 2026/2027 FDOT PTGA Grant Award (FM#457667-1-84-01) under the State Public Transit Service Development Program to provide funding assistance for extending service hours on five fixed routes (Gold Line, Blue Line 2, Purple Line, Route 15, and Route 30).

Summary: These funds will be utilized to assist the District with administrative and operating expenses in providing public transportation services to the citizens of Polk County. FDOT estimated total project cost is \$1,133,356 with matching funds provided by the District, as shown below.

State Funding	\$	566,678
Local Match	\$	<u>566,678</u>
Total Funding	\$	<u><u>1,133,356</u></u>

Attachments: Resolution # 27-02

457667-1-84-01

RESOLUTION FOR
PUBLIC TRANSPORTATION GRANT AGREEMENT
FOR TRANSIT PROJECTS

RESOLUTION # 27-02

A RESOLUTION of the **Lakeland Area Mass Transit District Board of Directors** authorizing the execution of that certain Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation.

WHEREAS, **Lakeland Area Mass Transit District** has the authority to enter into a PTGA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended:

NOW, THEREFORE, BE IT RESOLVED BY THE **Lakeland Area Mass Transit District**
FLORIDA:

1. That the PTGA for Item-Segment-Phase-Sequence **457667-1-84-01** is approved.
2. That Tom Phillips, CEO, or their designee is authorized to enter into, modify or terminate the PTGA, as well as other pertinent documents affiliated with the PTGA, with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS October 14, 2026

By: _____

Title Sara Roberts McCarley, Board Chair

ATTEST:

(Name and Title or Seal)

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #3c

Agenda Item: Florida Department of Transportation (FDOT) - Public Transportation Grant Agreement (PTGA) for the FTA 5311 Formula Grants for Rural Areas Program, Financial Project Number **FM# 440258-1-84-26**

Presenter: Acting Chief Financial Officer Todd Morrow

Recommended Action: Staff recommends approval of the FY 2026/2027 Public Transportation Grant Agreement (PTGA) and execution of the grant award for the Federal Section 5311 Formula Grants for Rural Areas.

Summary: These funds will be utilized to assist the District with administrative and operating expenses in providing public transportation services to the citizens in the rural areas of Polk County. FDOT estimated total project cost is \$1,000,000 with matching funds provided by the District, as shown below.

State Funding \$ 500,000

Local Match \$ 500,000

Total Funding \$ 1,000,000

Attachments: Resolution # 27-03

440258-1-84-26

RESOLUTION FOR
PUBLIC TRANSPORTATION GRANT AGREEMENT
FOR TRANSIT PROJECTS

RESOLUTION # 27-03

A RESOLUTION of the **Lakeland Area Mass Transit District Board of Directors** authorizing the execution of that certain Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation.

WHEREAS, **Lakeland Area Mass Transit District** has the authority to enter into a PTGA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended:

NOW, THEREFORE, BE IT RESOLVED BY THE **Lakeland Area Mass Transit District**
FLORIDA:

1. That the PTGA for Item-Segment-Phase-Sequence **440258-1-84-26** is approved.
2. That Tom Phillips, CEO, or their designee is authorized to enter into, modify or terminate the PTGA, as well as other pertinent documents affiliated with the PTGA, with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS October 14, 2026

By: _____

Title Sara Roberts McCarley, Board Chair

ATTEST:

(Name and Title or Seal)

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #3d

Agenda Item: Florida Department of Transportation (FDOT) - Public Transportation Grant Agreement (PTGA) for FTA 5311 Capital Assistance for Rural Areas, Financial Project Number **FM# 458575-1-94-25**

Presenter: Acting Chief Financial Officer Todd Morrow

Recommended Action: Staff recommends approval of the FY 2026/2027 PTGA and execution of the Federal 5311 Capital Assistance award for Rural Areas.

Summary: These funds will be utilized to assist the District with Capital Equipment expenses. FDOT estimated total project cost is \$32,351 with no local match provided by the District.

State Funding \$ 32,351

Local Match \$ 0.00

Total Funding \$ 32,351

Attachments: Resolution # 27-04

458575-1-94-25

RESOLUTION FOR
PUBLIC TRANSPORTATION GRANT AGREEMENT
FOR TRANSIT PROJECTS

RESOLUTION # 27-04

A RESOLUTION of the **Lakeland Area Mass Transit District Board of Directors** authorizing the execution of that certain Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation.

WHEREAS, **Lakeland Area Mass Transit District** has the authority to enter into a PTGA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended:

NOW, THEREFORE, BE IT RESOLVED BY THE **Lakeland Area Mass Transit District**
FLORIDA:

1. That the PTGA for Item-Segment-Phase-Sequence **458575-1-94-25** is approved.
2. That Tom Phillips, CEO, or their designee is authorized to enter into, modify or terminate the PTGA, as well as other pertinent documents affiliated with the PTGA, with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS October 14, 2026

By: _____

Title Sara Roberts McCarley, Board Chair

ATTEST:

(Name and Title or Seal)

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #3e**

Agenda Item: Purchase of (2) Electric Squeeze Carts

Presenter: Todd Morrow, Procurement & Contracts Manager

Recommended Action: Recommend Board approve the purchase of two (2) electric Squeeze carts from Gem of Miami in an amount not to exceed \$51,197.00 per cart (\$102,394 for two carts).

Funding Source: CIP Funding

Summary: Purchase of two (2) electric Squeeze carts for usage in Lakeland.

Attachments: GEM of Miami e6 HVAC Photo and Quote

SELLING PARTNER

GEM OF MIAMI

14018 SW 140th St
MIAMI, FL 33186
United States
305-448-2989

Salesperson

Robert Santana
robert@gemofmiami.com
305-448-2989

CUSTOMER

Bill To

POLK COUNTY
, Florida
United States
Sourcewell Member ID# 24566

Ship To

POLK COUNTY
14018 Southwest 140th Street
Miami, Florida 33186
United States

Customer Contact

VEHICLE HIGHLIGHTS

GEM[®] e6 HVAC

GEM is already the most comfortable low-speed vehicle (LSV) on the market. Now GEM HVAC takes the leading LSV to a whole new level. The HVAC system transforms GEM into an even more comfortable and versatile vehicle for fleet managers. GEM often replaces trucks, vans and cars for organizations looking for a cost-effective, safe and sustainable way to transform their local fleets. GEM HVAC now enables you to do that without sacrificing the ability to keep the operators and passengers warm or cool on local trips.



GEM HVAC comes standard with heat, defrost and AC, which further elevates the very pleasant experience GEM has provided for years:

ENGINEERED FOR COMFORT

- Premium bucket seats for each passenger
- Forward-facing seating for up to six
- An individual vehicle entry point for every person
- Long wheelbase & refined suspension for a smooth ride
- Quiet ride inside the cab with zero engine noise
- Zero tailpipe emissions

DESIGNED FOR PASSENGERS OF ALL SIZES

- Expansive leg and head room for passengers up to 6'8"
- Adjustable sliding seats to accommodate passengers of all heights
- Tilt steering for easy entry and personalization

BUILT-IN SEASONAL FLEXIBILITY

- Doors that keep people protected from the elements
- Easily removable doors for the comfortable seasons
- Roll up windows on doors for air flow
- In-cab heat and in windshield defrost
- Battery operating temps of -20 to 140° F



VEHICLE SPECIFICATIONS



The Right Solution for Local Fleets

Safe, Sustainable and Cost-Effective
without Compromising Comfort

IDEAL OPERATING ENVIRONMENTS:

Resorts, Hospitals, Sea Ports, Cities,
Industrial Complexes, Federal Installations,
Colleges, Airports, Events, Jobsites

Street Legal
Hard Doors
Zero Emissions
Low Speed
Heat, AC, Defrost

		
Golf Cart	GEM	Car, Van, Truck
	✓	✓
	✓	✓
If Electric	✓	If Electric
✓	✓	
	✓	✓

The Most Comfortable LSV on the Market



In-cab heat with
three dash-
integrated vents



In-windshield
defrost and wiper
with washer



Removable hard
doors with roll up
windows



Fully integrated
heat & AC systems,
charge with vehicle



Highly efficient AC or
heat draws an avg. of
20%* of battery in
4 hours on max settings



Dometic® AC is proven
in millions of professional
truck applications; comes
with 2-year warranty



Three AC vents to direct
cool air flow; adjustable
forward/back & left/right



Four cooling modes (Auto,
Eco, Boost, Manual); Turbo
Boost delivers fast cooling
when needed



Quiet operation with
integrated inverter
compressor; ~ 30% quieter
than 110V RV units



2,000 W (=6,824 BTU)
DC-powered AC cools cab
to low of 62° F or 34° F
below external temp.**



*Dependent on battery size: 16 kW Li-Ion = 16% in 4 Hours; 8 kW Li-Ion or Distance AGM = 24% in 4 Hours; **Dependent on external temperature, sun load, vehicle size, and humidity

QUANTITIES AND SELECTIONS

Sourcewell Member ID# 24566

1. VEHICLES AND OPTIONS

Part #	Name	Quantity	Ext Price
GEM	2026 GEM e6 HVAC	1.00	\$39,130.00
Registration/ Compliance	Standard Compliance	1.00	\$0.00
Battery	Max Li-Ion 16 kW Battery	1.00	\$5,408.00
Charging	4.4 kW Fast Charger	1.00	\$1,020.00
Body Color	White with Gloss Finish	1.00	\$0.00
Doors	Full Doors White with Gloss Finish	1.00	\$0.00
Roof	Standard White Roof	1.00	\$0.00
Wheels	Street DOT Tires w/Diamond Tread (195/45 R16) w/ Sport 16" Wheels	1.00	\$1,072.00
Headlights	Standard LED Headlights	1.00	\$0.00
Windows/Washer	Std Windows w/ Defrost and Washer	1.00	\$0.00
Seats	Standard Black Performance Seats	1.00	\$0.00
Steering	Tilt Steering with EPS	1.00	\$1,428.00
Dash	Heating & Fan System	1.00	\$0.00
Interior Lighting	No Interior Lighting	1.00	\$0.00
Interior Accessories	No Cab Accessories	1.00	\$0.00
Roof Accessories	No Roof Accessories	1.00	\$0.00
Bumper	Rugged Front & Rear Bumper Set	1.00	\$1,007.00
Carrier	Trunkback	1.00	\$1,137.00
Other	19,OPEN	1.00	\$0.00
Custom	(PDI, Local delivery etc.)	1.00	\$995.00
1. VEHICLES AND OPTIONS TOTAL:			\$51,197.00

2. SHIPPING

Part #	Name	Quantity	Ext Price
Shipping	Waev Arranged Shipping	1.00	\$1,947.00
2. SHIPPING TOTAL:			\$1,947.00



QUOTE

Q-90749-1
8/24/2026

Total: \$53,144.00

All prices Ex Works Anaheim, California. Prices subject to change without notice. Above prices do not apply to installation of accessories after shipment of vehicle from Factory.

THANK YOU FOR CONSIDERING OUR VEHICLES!

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #3f**

Agenda Item:	Asset Disposal
Presenter:	Todd Morrow, Procurement & Contracts Manager
Recommended Action:	Recommend Board approve the disposal of Nineteen (19) vehicles that have surpassed their useful life in years of service and/or mileage, generating costly repairs or limited usage.
Summary:	The District is proposing the disposal of these units based on the depreciation schedule as defined by the Federal Transit Administration Circular 5010.1F (or latest revision) and 49 USC § 5334(h). The vehicles shall be disposed of through a competitive bid process upon receipt of replacement units. Items that cannot be sold will be reassessed and disposed of as scrap, in accordance with the District's Asset Disposal Policies.
Attachment:	Asset Disposal Report

FTA/CUTR/TRIPS USEFUL LIFE BENCHMARK

ASSET ID#	YEAR	VEHICLE DESCRIPTION	ULB IN YRS	REMAINING ULB IN YEARS	REMAINING ULB IN MILES	REASON FOR DISPOSAL
13	2009	Ford Fusion SE	4	(-13.4)	(-42,382)	Exceeds ULB In Years & Miles, Frequently Down
14	2009	Ford Fusion SE	4	(-13.4)	(-30,781)	Exceeds ULB In Years & Miles, Frequently Down
15	2009	Ford Fusion SE	4	(-13.4)	(-23,261)	Exceeds ULB In Years & Miles, Frequently Down
19	2010	Ford Fusion SE	4	(-11.6)	(-12,947)	Exceeds ULB In Years & Miles, Frequently Down
23	2012	Ford Fusion SE	4	(-10.2)	(-24,242)	Exceeds ULB In Years & Miles, Frequently Down
203	2010	Dodge Braun Ability Van	4	(-10.5)	18,299	Exceeds ULB In Years, Frequently Down
205	2010	Dodge Braun Ability Van	4	(-10.5)	(-57,696)	Exceeds ULB In Years & Miles, Frequently Down
555	2015	25'Chevy Champion Cutaway	5	(-6.4)	(-66,858)	Exceeds ULB In Years & Miles, Frequently Down
601	2015	24'El Dorado Advantage	5	(-4.4)	3,167	Exceeds ULB In Years, Frequently Down
701	2005	30'Gillig Low Floor Bus	4	(-4.0)	(-780,483)	Exceeds ULB In Years & Miles, Frequently Down

FTA/CUTR/TRIPS USEFUL LIFE BENCHMARK

ASSET ID#	YEAR	VEHICLE DESCRIPTION	ULB IN YRS	REMAINING ULB IN YEARS	REMAINING ULB IN MILES	REASON FOR DISPOSAL
704	2005	30'Gillig Low Floor Bus	4	(-5.6)	(-633,283)	Exceeds ULB In Years & Miles, Frequently Down
705	2005	30'Gillig Low Floor Bus	4	(-5.6)	(-720,611)	Exceeds ULB In Years & Miles, Frequently Down
1079	2012	30'El Dorado EZ Rider	10	(-3.3)	(-26,207)	Exceeds ULB In Years & Miles, Frequently Down
5117	2015	22'Chevy Glavel Cutaway	5	(-6.1)	(-79,657)	Exceeds ULB In Years & Miles, Frequently Down
5119	2015	24'Chevy Glavel Cutaway	5	(-5.9)	(-39,263)	Exceeds ULB In Years & Miles, Frequently Down
5127	2016	23'Chevy Glavel Cutaway	5	(-5.4)	(-28,311)	Exceeds ULB In Years & Miles, Frequently Down
5205	2012	24'Chevy C3500ARBOC Cutaway	7	(-6.5)	33,896	Exceeds ULB In Years, Frequently Down
5212	2013	24'Chevy C4500ARBOC Cutaway	7	(-5.2)	22,389	Exceeds ULB In Years, Frequently Down
5215	2014	30'Freightliner Champion High-Floor	7	(-4.5)	171,965	Exceeds ULB In Years, Frequently Down

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #4a**

Agenda Item: City of Fort Meade Service Agreement

Presenter: Ben Darby, Esq.

Recommended Action: Approval of Municipal Agreement for Transit Services

Summary: Consider approval of the Municipal Agreement between the City of Fort Meade and LAMTD for the continued provision of fixed-route and/or demand-response public transit services within the City limits of Fort Meade for a period of two (2) years.

Attachments: Service Agreement – City of Fort Meade and LAMTD

**Service Agreement -
City of Fort Meade and
Lakeland Area Mass Transit District**

This Service Agreement (hereinafter the “Agreement”) is entered into as of the 1st day of October, 2026 (hereinafter the “Effective Date”), by and between the City of Fort Meade, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as “Fort Meade”), and the Lakeland Area Mass Transit District, an independent special district (hereinafter referred to as the “District”).

WHEREAS, Fort Meade is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, Fort Meade is vested with governmental, corporate and proprietary powers to enable it to conduct and perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, the parties acknowledge, represent and agree that Fort Meade and the District are not partners or joint venturers; and

WHEREAS, Fort Meade has agreed to participate in funding a portion of the fixed route services currently being operated through the municipal boundaries of Fort Meade; and

WHEREAS, Fort Meade and the District represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and Fort Meade and the District acknowledge the sufficiency of the consideration received; and

WHEREAS, the City Commission of the City of Fort Meade finds this Agreement between Fort Meade and the District to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the City of Fort Meade,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein by the parties as true and correct statements which form a factual and material basis for entry into this Agreement between Fort Meade and the District.

2. The term of this Agreement shall be for a period of two (2) years commencing on October 1, 2026, through and including September 30, 2028.

3. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Fort Meade may terminate this Agreement with no less than thirty (30) calendar days written notice to the other party. Notice shall be delivered as set forth in paragraph ten (10) of this Agreement. Either party may terminate this Agreement based on the other party's breach, by giving the breaching party written notice of the breach in accordance with paragraph ten (10) of this Agreement. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement.

4. No later than six (6) months before the end of the term of this Agreement, the District and Fort Meade shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuation of the service.

5. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. Bus service will not be provided on holidays on which the District does not operate and on any other days on which the District does not operate.

6. The fees to be charged to Fort Meade by the District for the transit service for the term of the Agreement will be \$26,026.92 for the first year and \$27,067.99 for the second year. Fort Meade shall remit payment within thirty (30) business days from receipt of invoice.

7. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and

accounting thereof, will be as directed by the District.

8. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk; provided, however, that by entering into this Agreement, Fort Meade is not agreeing to be bound by or in any manner obligated by any of the District's rights, duties and obligations under such interlocal or other agreements referred to herein to which the District may be a party. Nothing in such agreements prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

9. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or regulations prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

10. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

FORT MEADE: City of Fort Meade
 ATTN: City Manager
 8 West Broadway
 Fort Meade, FL 33841

DISTRICT: Lakeland Area Mass Transit District
 ATTN: General Manager
 1212 George Jenkins Boulevard
 Lakeland, FL 33815

11. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

12. This Agreement contains all the terms and conditions agreed upon by the parties

and is a complete and exclusive statement of the Agreement between the parties regarding the subject matter of this Agreement. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed and approved by all entities to this Agreement, including but not limited to the governing bodies of both the District and Fort Meade. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

13. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer, or associate of Fort Meade. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Fort Meade.

14. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, each party shall bear its own attorney's fees, court costs and expenses.

15. This Agreement is subject to Chapter 119 of the Florida Statutes. To the extent that the District is deemed a "contractor" of Fort Meade under general Florida law, the District, pursuant to Section 119.0701 of the Florida Statutes, agrees to:

- (a) Keep and maintain public records required by Fort Meade to perform the service specified herein.
- (b) Upon request from Fort Meade's custodian of public records, provide Fort Meade 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 of the Florida Statutes or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the District does not transfer the records to Fort Meade.
- (d) Upon completion of the contract, transfer, at no cost, to Fort Meade all public records in possession of the District or keep and maintain public records required by Fort Meade to perform the service. If the District transfers all public records to Fort Meade upon completion of the contract, the District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District keeps and maintains public records upon completion of the contract, the District shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Fort Meade, upon request from Fort Meade's custodian of public records, in a format that is compatible with Fort Meade's information technology systems.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ATTN: CITY MANAGER, 8 WEST BROADWAY, FORT MEADE, FL 33841.

16. Nothing contained herein shall operate or be construed as a waiver of the District's or Fort Meade's limits of liability as set forth in Section 768.28 of the Florida Statutes, regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. No waiver of sovereign immunity is deemed to be made by either the District or Fort Meade by entering into this Agreement nor shall any terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any party to this Agreement.

17. Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein. The parties represent and warrant to one another that all the

necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

18. The calculation of the number of days that have passed during any time period prescribed shall be based on the calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such time period is not contingent on an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in calendar days. In the event any time period or deadline identified in this Agreement expires or falls on a Saturday, Sunday or recognized holiday, said expiration or deadline shall be automatically tolled until 5:00 p.m. on the next available business day on which the District and Fort Meade are open for business to the public.

19. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, operate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

LIMITATION OF LIABILITY

IN NO EVENT, SHALL THE DISTRICT BE LIABLE TO FORT MEADE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE DISTRICT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN NO EVENT, SHALL FORT MEADE BE LIABLE TO THE DISTRICT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY,

OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY FORT MEADE WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed as of the day and year set forth above.

CITY OF FORT MEADE

ATTEST:

Olivia Martin

Interim City Clerk

BY:

Garrett Hillman
Mayor

LAKELAND AREA MASS
TRANSIT DISTRICT

ATTEST:

Administrative Assistant

BY:

Chair

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #4b**

Agenda Item: City of Bartow Service Agreement

Presenter: Ben Darby, Esq.

Recommended Action: Approval of Municipal Agreement for Transit Services

Summary: Consider approval of the Municipal Agreement between the City of Bartow and LAMTD for the continued provision of fixed-route and/or demand-response public transit services within the City limits of Bartow for a period of two (2) years.

Attachments: Service Agreement – City of Bartow and LAMTD

**Service Agreement -
City of Bartow and
Lakeland Area Mass Transit District**

This Service Agreement (hereinafter the “Agreement”) is entered into as of the 1st day of October, 2026 (hereinafter the “Effective Date”), by and between the City of Bartow, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as “Bartow”), and the Lakeland Area Mass Transit District, an independent special district (hereinafter referred to as the “District”).

WHEREAS, Bartow is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, Bartow is vested with governmental, corporate and proprietary powers to enable it to conduct and perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, the parties acknowledge, represent and agree that Bartow and the District are not partners or joint venturers; and

WHEREAS, Bartow has agreed to participate in funding a portion of the fixed route services currently being operated through the municipal boundaries of Bartow; and

WHEREAS, Bartow and the District represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and Bartow and the District acknowledge the sufficiency of the consideration received; and

WHEREAS, the City Commission of the City of Bartow finds this Agreement between Bartow and the District to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the City of Bartow,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein by the parties as true and correct statements which form a factual and material basis for entry into this Agreement between Bartow and the District.

2. The term of this Agreement shall be for a period of two (2) years commencing on October 1, 2026, through and including September 30, 2028.

3. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Bartow may terminate this Agreement with no less than thirty (30) calendar days written notice to the other party. Notice shall be delivered as set forth in paragraph ten (10) of this Agreement. Either party may terminate this Agreement based on the other party's breach, by giving the breaching party written notice of the breach in accordance with paragraph ten (10) of this Agreement. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement.

4. No later than six (6) months before the end of the term of this Agreement, the District and Bartow shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuation of the service.

5. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. Bus service will not be provided on holidays on which the District does not operate and on any other days on which the District does not operate.

6. The fees to be charged to Bartow by the District for the transit service for the term of the Agreement will be \$119,028.35 for the first year and \$123,789.49 for the second year. Bartow shall remit payment within thirty (30) business days from receipt of invoice.

7. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof, will be as directed by the District.

8. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk; provided, however, that by entering into this Agreement, Bartow is not agreeing to be bound by or in any manner obligated by any of the District's rights, duties and obligations under such interlocal or other agreements referred to herein to which the District may be a party. Nothing in such agreements prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

9. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or regulations prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

10. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

BARTOW: City of Bartow
 ATTN: City Manager
 450 N. Wilson Avenue
 Bartow, FL 33830

DISTRICT: Lakeland Area Mass Transit District
 ATTN: General Manager
 1212 George Jenkins Boulevard
 Lakeland, FL 33815

11. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

12. This Agreement contains all the terms and conditions agreed upon by the parties

and is a complete and exclusive statement of the Agreement between the parties regarding the subject matter of this Agreement. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed and approved by all entities to this Agreement, including but not limited to the governing bodies of both the District and Bartow. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

13. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer, or associate of Bartow. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Bartow.

14. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, each party shall bear its own attorney's fees, court costs and expenses.

15. This Agreement is subject to Chapter 119 of the Florida Statutes. To the extent that the District is deemed a "contractor" of Bartow under general Florida law, the District, pursuant to Section 119.0701 of the Florida Statutes, agrees to:

- (a) Keep and maintain public records required by Bartow to perform the service specified herein.
- (b) Upon request from Bartow's custodian of public records, provide Bartow 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 of the Florida Statutes or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the District does not transfer the records to Bartow.
- (d) Upon completion of the contract, transfer, at no cost, to Bartow all public records in possession of the District or keep and maintain public records required by Bartow to perform the service. If the District transfers all public records to Bartow upon completion of the contract, the District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District keeps and maintains public records upon completion of the contract, the District shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Bartow, upon request from Bartow's custodian of public records, in a format that is compatible with Bartow's information technology systems.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 450 N. WILSON AVENUE, BARTOW, FL 33830.

16. Nothing contained herein shall operate or be construed as a waiver of the District's or Bartow's limits of liability as set forth in Section 768.28 of the Florida Statutes, regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. No waiver of sovereign immunity is deemed to be made by either the District or Bartow by entering into this Agreement nor shall any terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any party to this Agreement.

17. Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein. The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess

the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

18. The calculation of the number of days that have passed during any time period prescribed shall be based on the calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such time period is not contingent on an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in calendar days. In the event any time period or deadline identified in this Agreement expires or falls on a Saturday, Sunday or recognized holiday, said expiration or deadline shall be automatically tolled until 5:00 p.m. on the next available business day on which the District and Bartow are open for business to the public.

19. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, operate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

LIMITATION OF LIABILITY

IN NO EVENT, SHALL THE DISTRICT BE LIABLE TO BARTOW FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE DISTRICT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN NO EVENT, SHALL BARTOW BE LIABLE TO THE DISTRICT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF

PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY BARTOW WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed as of the day and year set forth above.

CITY OF BARTOW

BY: 
Mayor Tanya Tucker

ATTEST: 
City Clerk Jacqueline Poole



LAKELAND AREA MASS
TRANSIT DISTRICT

ATTEST: _____
Administrative Assistant

BY: _____
Chairman

CITY OF BARTOW, FLORIDA

TO: Honorable Mayor and City Commissioners, City of Bartow City Commission

THROUGH: Mike Herr, City Manager

FROM: Peter Lear, Deputy City Manager

DATE: September 15, 2026

SUBJECT: Lakeland Area Transit District (Citrus Connection) Services Agreement

SUMMARY AND BACKGROUND

For consideration and approval by the City Commission is a Service Agreement with the Lakeland Area Mass Transit District for Citrus Connection bus service to and from the Bartow community. This Agreement extends the services and provides the terms that would cover the period of October 1, 2026, through September 30, 2028.

The Lakeland Area Mass Transit District provides public transit services in Polk County, most notably through the Citrus Connection bus services. Various communities, including Bartow, assist with the funding of the transit services through a "Fair Share" which helps cover the costs of the fixed route services operated through the City's boundaries.

The City has previously entered into two-year agreements with Lakeland Area Mass Transit District, with the most recent period covering the October 1, 2024 through September 30, 2026 period. The new agreement would extend the services and define the terms of payment through September 30, 2028.

STAFF ANALYSIS

The City of Bartow has participated in funding for mass transit in Polk County for many years. In the most recent years, this has been accomplished by participation in the "Fair Share" program with Lakeland Area Mass Transit. Under the "Fair Share" program, various cities pay approximately 20% of the actual cost to run the bus service within its community. The City's funding obligation under the most recent agreement was \$114,450.34 per year.

FISCAL IMPACT

Bartow's Fair Share under the proposed renewal agreement is \$119,028.35 for the first year, reflecting an increase of approximately 3.99% over the prior year. The second-year cost is \$123,789.49, resulting in an increase of 8.16% compared to the previous year.

RECOMMENDATION

That the City Commission approve the agreement as submitted.

ATTACHMENTS

Service agreement between City of Bartow and Lakeland Area Mass Transit District (Citrus Connection).

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #4c**

Agenda Item:	City of Davenport Service Agreement
Presenter:	Ben Darby, Esq.
Recommended Action:	Approval of Municipal Agreement for Transit Services
Summary:	Consider approval of the Municipal Agreement between the City of Davenport and LAMTD for the continued provision of fixed-route and/or demand-response public transit services within the City limits of Davenport for a period of one (1) year.
Attachments:	Service Agreement – City of Davenport and LAMTD

**Service Agreement -
City of Davenport and
Lakeland Area Mass Transit District**

This Service Agreement (hereinafter the “Agreement”) is entered into as of the 1st day of October, 2026 (hereinafter the “Effective Date”), by and between the City of Davenport, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as “Davenport”), and the Lakeland Area Mass Transit District, an independent special district (hereinafter referred to as the “District”).

WHEREAS, Davenport is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, Davenport is vested with governmental, corporate and proprietary powers to enable it to conduct and perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, the parties acknowledge, represent and agree that Davenport and the District are not partners or joint venturers; and

WHEREAS, Davenport has agreed to participate in funding a portion of the fixed route services currently being operated through the municipal boundaries of Davenport; and

WHEREAS, Davenport and the District represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and Davenport and the District acknowledge the sufficiency of the consideration received; and

WHEREAS, the City Commission of the City of Davenport finds this Agreement between Davenport and the District to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the City of Davenport,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein by the parties as true and correct statements which form a factual and material basis for entry into this Agreement between Davenport and the District.

2. The term of this Agreement shall be for a period of one (1) year commencing on October 1, 2026, through and including September 30, 2027.

3. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Davenport may terminate this Agreement with no less than thirty (30) calendar days written notice to the other party. Notice shall be delivered as set forth in paragraph ten (10) of this Agreement. Either party may terminate this Agreement based on the other party's breach, by giving the breaching party written notice of the breach in accordance with paragraph ten (10) of this Agreement. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement.

4. No later than six (6) months before the end of the term of this Agreement, the District and Davenport shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuation of the service.

5. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. Bus service will not be provided on holidays on which the District does not operate and on any other days on which the District does not operate.

6. The fees to be charged to Davenport by the District for the transit service for the term of the Agreement will be \$20,000.00 for the year. Davenport shall remit payment within thirty (30) business days from receipt of invoice.

7. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and

accounting thereof, will be as directed by the District.

8. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk; provided, however, that by entering into this Agreement, Davenport is not agreeing to be bound by or in any manner obligated by any of the District's rights, duties and obligations under such interlocal or other agreements referred to herein to which the District may be a party. Nothing in such agreements prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

9. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or regulations prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

10. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

DAVENPORT: City of Davenport
 ATTN: Kelly Callihan
 1 South Allapaha Avenue
 Davenport, FL 33837
 Phone: (863) 419-3300
 Fax: (863) 419-3302

DISTRICT: Lakeland Area Mass Transit District
 ATTN: General Manager
 1212 George Jenkins Boulevard
 Lakeland, FL 33815

With a copy to, which shall not constitute notice:

Ben H. Darby, Jr.
Counsel for the District
Darby Law Group, P.A.
Post Office Box 2971

Lakeland, Florida 33806-2971
FAX: (863) 683-7445
E-Mail: ben@darbylawgroup.com

11. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

12. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties regarding the subject matter of this Agreement. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed and approved by all entities to this Agreement, including but not limited to the governing bodies of both the District and Davenport. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

13. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer, or associate of Davenport. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Davenport.

14. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, each party shall bear its own attorney's fees, court costs and expenses.

15. This Agreement is subject to Chapter 119 of the Florida Statutes. To the extent that the District is deemed a “contractor” of Davenport under general Florida law, the District, pursuant to Section 119.0701 of the Florida Statutes, agrees to:

- (a) Keep and maintain public records required by Davenport to perform the service specified herein.
- (b) Upon request from Davenport’s custodian of public records, provide Davenport 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 of the Florida Statutes or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the District does not transfer the records to Davenport.
- (d) Upon completion of the contract, transfer, at no cost, to Davenport all public records in possession of the District or keep and maintain public records required by Davenport to perform the service. If the District transfers all public records to Davenport upon completion of the contract, the District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District keeps and maintains public records upon completion of the contract, the District shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Davenport, upon request from Davenport’s custodian of public records, in a format that is compatible with Davenport’s information technology systems.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ATTN: KELLY CALLIHAN, 1 SOUTH ALLAPAHA AVENUE, DAVENPORT, FL 33837, PHONE: (863) 419-3300, FAX: (863) 419-3302.

16. Nothing contained herein shall operate or be construed as a waiver of the District’s or Davenport’s limits of liability as set forth in Section 768.28 of the Florida Statutes,

regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. No waiver of sovereign immunity is deemed to be made by either the District or Davenport by entering into this Agreement nor shall any terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any party to this Agreement.

17. Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein. The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

18. The calculation of the number of days that have passed during any time period prescribed shall be based on the calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such time period is not contingent on an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in calendar days. In the event any time period or deadline identified in this Agreement expires or falls on a Saturday, Sunday or recognized holiday, said expiration or deadline shall be automatically tolled until 5:00 p.m. on the next available business day on which the District and Davenport are open for business to the public.

19. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, operate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

LIMITATION OF LIABILITY

IN NO EVENT, SHALL THE DISTRICT BE LIABLE TO DAVENPORT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE DISTRICT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

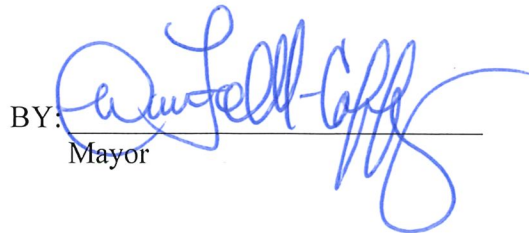
IN NO EVENT, SHALL DAVENPORT BE LIABLE TO THE DISTRICT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY DAVENPORT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed as of the day and year set forth above.

CITY OF DAVENPORT

ATTEST:

City Clerk

BY: 
Mayor

LAKELAND AREA MASS
TRANSIT DISTRICT

ATTEST: _____
Administrative Assistant

BY: _____
Chair

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #4d**

Agenda Item: City of Winter Haven Service Agreement

Presenter: Ben Darby, Esq.

Recommended Action: Approval of Municipal Agreement for Transit Services

Summary: Consider approval of the Municipal Agreement between the City of Winter Haven and LAMTD for the continued provision of fixed-route and/or demand-response public transit services within the City limits of Winter Haven for a period of one (1) year.

Attachments: Service Agreement – City of Winter Haven and LAMTD

**Service Agreement -
City of Winter Haven and
Lakeland Area Mass Transit District**

This Service Agreement (hereinafter the “Agreement”) is entered into as of the 1st day of October, 2026 (hereinafter the “Effective Date”), by and between the City of Winter Haven, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as “Winter Haven”), and the Lakeland Area Mass Transit District, an independent special district (hereinafter referred to as the “District”).

WHEREAS, Winter Haven is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, Winter Haven is vested with governmental, corporate and proprietary powers to enable it to conduct and perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, the parties acknowledge, represent and agree that Winter Haven and the District are not partners or joint venturers; and

WHEREAS, Winter Haven has agreed to participate in funding a portion of the fixed route services currently being operated through the municipal boundaries of Winter Haven; and

WHEREAS, on or about March 28, 2016, Winter Haven and the District entered into a separate Service Agreement for the provision of LEGOLAND® Route 30 transit service on Sundays from 8:15 a.m. to 3:00 p.m.; and

WHEREAS, Winter Haven desires for the District to continue to provide transit service on LEGOLAND® Route 30 on Sundays from 8:15 a.m. to 3:00 p.m., as well as the fixed route services currently being operated through the municipal boundaries of Winter Haven; and

WHEREAS, Winter Haven and the District represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and Winter Haven and the District acknowledge the sufficiency of the consideration received; and

WHEREAS, the City Commission of the City of Winter Haven finds this Agreement between Winter Haven and the District to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the City of Winter Haven,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein by the parties as true and correct statements which form a factual and material basis for entry into this Agreement between Winter Haven and the District.

2. The term of this Agreement shall be for a period of one (1) year commencing on October 1, 2026, through and including September 30, 2027.

3. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Winter Haven may terminate this Agreement with no less than thirty (30) calendar days written notice to the other party. Notice shall be delivered as set forth in paragraph eleven (11) of this Agreement. Either party may terminate this Agreement based on the other party's breach, by giving the breaching party written notice of the breach in accordance with paragraph eleven (11) of this Agreement. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement.

4. No later than six (6) months before the end of the term of this Agreement, the District and Winter Haven shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuation of the service.

5. The District shall continue to provide transit services on LEGOLAND® Route 30 on Sundays from 8:15 a.m. to 3:00 p.m. LEGOLAND® Route 30 and transit stops

currently on the route are further described in Exhibit A attached hereto and incorporated herein by reference. The District shall continue to provide fixed route transit services currently being operated through the municipal limits of Winter Haven.

6. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. Bus service will not be provided on holidays on which the District does not operate and on any other days on which the District does not operate.

7. The fee to be charged by the District for the transit service for the term of the Agreement will be \$305,577.44. Winter Haven shall remit payment within (30) business days from receipt of invoice.

8. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof, will be as directed by the District.

9. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk; provided, however, that by entering into this Agreement, Winter Haven is not agreeing to be bound by or in any matter obligated by any of the District's rights, duties and obligations under such interlocal or other agreements referred to herein to which the District may be a party. Nothing in such agreements prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

10. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or regulations prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

11. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted

by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

WINTER HAVEN: City of Winter Haven
ATTN: T. Michael Stavres, City Manager
451 Third Street, N.W.
Winter Haven, FL 33880

With a copy to:
(which shall not
constitute notice)
Frederick J. Murphy, Jr., Esquire
City Attorney
Boswell & Dunlap LLP
245 South Central Avenue
Bartow, FL 33830
FAX: (863) 533-7412
E-Mail: fjm@bosdun.com

DISTRICT: Lakeland Area Mass Transit District
ATTN: General Manager
1212 George Jenkins Boulevard
Lakeland, FL 33815

With a copy to:
(which shall not
constitute notice)
Ben H. Darby, Jr.
Counsel for the District
Darby Law Group, P.A.
Post Office Box 2971
Lakeland, Florida 33806-2971
FAX: (863) 683-7445
E-Mail: ben@darbylawgroup.com

12. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

13. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the agreement between the parties regarding the subject matter of this Agreement. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed and approved by all entities to this Agreement, including but not limited to the governing bodies of both the

District and Winter Haven. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

14. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer, or associate of Winter Haven. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of its employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Winter Haven.

15. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, each party shall bear its own attorney's fees, court costs and expenses.

16. This Agreement is subject to Chapter 119 of the Florida Statutes. To the extent that the District is deemed a "contractor" of Winter Haven under general Florida law, the District, pursuant to Section 119.0701 of the Florida Statutes, agrees to:

- (a) Keep and maintain public records required by Winter Haven to perform the service specified herein.
- (b) Upon request from Winter Haven's custodian of public records, provide Winter Haven 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 of the Florida Statutes or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following

completion of the contract if the District does not transfer the records to Winter Haven.

- (d) Upon completion of the contract, transfer, at no cost, to Winter Haven all public records in possession of the District or keep and maintain public records required by Winter Haven to perform the service. If the District transfers all public records to Winter Haven upon completion of the contract, the District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District keeps and maintains public records upon completion of the contract, the District shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Winter Haven, upon request from Winter Haven's custodian of public records, in a format that is compatible with Winter Haven's information technology systems.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (863) 291-5600, RECORDS@MYWINTER HAVEN.COM, 451 N.W. THIRD STREET, WINTER HAVEN, FL 33881.

17. Nothing contained herein shall operate or be construed as a waiver of the District's or Winter Haven's limits of liability as set forth in Section 768.28 of the Florida Statutes, regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. No waiver of sovereign immunity is deemed to be made by either the District or Winter Haven by entering into this Agreement nor shall any terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any party to this Agreement.

18. Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein. The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

19. The calculation of the number of days that have passed during any time period prescribed shall be based on the calendar days (unless specified otherwise in this

Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such time period is not contingent on an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of such time period(s) shall be in calendar days. In the event any time period or deadline identified in this Agreement expires or falls on a Saturday, Sunday or recognized holiday, said expiration or deadline shall be automatically tolled until 5:00 p.m. on the next available business day on which the District and Winter Haven are open for business to the public.

20. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, operate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

21. **LIMITATION OF LIABILITY**

IN NO EVENT, SHALL THE DISTRICT BE LIABLE TO WINTER HAVEN FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE DISTRICT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN NO EVENT, SHALL WINTER HAVEN BE LIABLE TO THE DISTRICT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE,

INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY WINTER HAVEN WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

22. **Required Clauses.** Pursuant to Florida Statutes, the following provisions are added to the Agreement:

(a) *Convicted Vendor List.* A person or affiliate who has been placed on the State of Florida 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 \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. District acknowledges that it is not on the State of Florida Convicted Vendor List and that it is eligible to enter into this Agreement, and the resulting contract with Winter Haven.

(b) *Scrutinized Companies.* Section 287.135, Florida Statutes, prohibits Winter Haven from contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Cuba or Syria. District acknowledges that it is not on the State of Florida Scrutinized Companies that Boycott Israel list, is not presently engaged in a boycott of Israel, is not on the State of Florida Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria.

(c) *E-Verify.* By contracting with Winter Haven, the District becomes obligated under Florida law to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the District and any subcontractor hired by the District. If the District enters into a contract with a subcontractor, the subcontractor must provide the District with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreement, this Addendum, the Contract Documents, and all purchase orders if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later

than twenty (20) calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the District, the District may not be awarded a public contract for a period of one (1) year after the date of termination.

(d) *No Consideration of Social, Political, and Ideological Interests.* The provisions of Section 287.05701 of the Florida Statutes prohibit local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor.

(e) *Contracting with Foreign Entities.* By executing this Agreement, The District certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, the District certifies that no government of a Foreign Country of Concern has a "controlling interest" in the District as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the District organized under the laws of a Foreign Country of Concern, nor does the District have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the District to access the personal identifying information of any individual, the District agrees to notify Winter Haven in advance of any contemplated transaction that would cause the District to be disqualified from such access under Section 287.138 of the Florida Statutes. The District agrees to furnish Winter Haven with an affidavit signed by an officer or representative of the District under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(f) *No Coercion for Labor or Services.* By executing this Agreement, the District certifies, pursuant to Section 787.06(13), Florida Statutes under penalty of perjury, that it does not obtain labor or services by the use of coercion, by using or threatening to use physical force against any person; by restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; by using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; by destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; by causing or threatening to cause financial harm to any person; by enticing or luring any person by fraud or deceit; or by providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person. The District agrees to furnish Winter Haven with an affidavit signed by an officer or representative of the District under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(g) *Prohibition Against the Use of Diversity, Equity, and Inclusion Materials.* The District

certifies that it does not and will not use funds originating from Winter Haven in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Section 166.04971 of the Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed as of the day and year set forth above.

CITY OF WINTER HAVEN

ATTEST:

Vanessa Castillo
Vanessa Castillo, City Clerk

BY: William B. Yates
William Brian Yates, Mayor

Date: 9/28/2026

Approved as to Form and Legality:

Frederick J. Murphy, Jr.
Frederick J. Murphy, Jr., City Attorney

LAKELAND AREA MASS
TRANSIT DISTRICT

ATTEST:

Administrative Assistant

BY: _____
Chair

Date: _____

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #5a**

Agenda Item:	Agency Updates
Presenter:	Erin Killebrew Kinlaw, Acting CEO
Recommended Action:	None
Summary:	Items and information from the CEO
Attachments:	None

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #5b**

Agenda Item: September Calendar

Presenter: Erin Killebrew Kinlaw, Acting CEO

Recommended Action: None

Summary: Review and summary of events taking place in September

Attachments: September Calendar

September 2026

September 2026							October 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	8	9	10	11	12	4	5	6	7	8	1	2
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 30	31	Sep 1	2	3	4	5
		9:00am Tour of Lakeland Senior Hub: Citrus Connection (2125) 10:00am 1-on-1 w/Marcia (Tom's)	9:00am 1:1 w/Rhonda - Tom Phillips	Copy: Board of Directors, Performance Indicator Data, due 9:00am Senior Staff 10:30am Haircut 5:00pm Citrus 5:01pm Citrus	9:15am Austin Cotellis, Associate Executive Director, Fontaine Gills Community	
6	7	8	9	10	11	12
	LABOR DAY 10:00am 1-on-1 w/HR - Tom Phillips 11:00am 1-on-1 w/Ana - Tom Phillips	8:30am Email Ridership Update to LAMTD 10:00am 1-on-1 w/Marcia (Tom's) 6:00pm Fort Meade City	8:30am CITRUS CONNECTION September Board 10:00am Florida Southern	10:00am 1:1 w/Rhonda - Tom Phillips		
13	14	15	16	17	18	19
	8:00am SPEAK FSC Political Science class 10:00am 1-on-1 w/HR - Tom Phillips 11:00am 1-on-1 w/Ana -	9:30am Senior Staff meeting (https://us02web.zoom.us/j/84451234567) 10:00am 1-on-1 w/Marcia (Tom's)	10:00am 1:1 w/Rhonda - Tom Phillips	8:00am Constitution Day (Florida Southern) 9:30am TAC Meeting 9/17 @ FDOT (FDOT) 5:01pm Citrus		
20	21	22	23	24	25	26
	10:00am 1-on-1 w/HR - Tom Phillips 11:00am 1-on-1 w/Ana - Tom Phillips 3:00pm VIA ZOOM	9:30am Senior Staff meeting 10:00am Deviated service /ADA 10:30am 1-on-1	9:00am 1:1 w/Rhonda - Tom Phillips	9:00am 16th Annual Mayors Roundtable (Polk State College, 999 Ave H NE, Winter Haven, Florida,	8:00am Haircut 8:30am Updated invitation: 11:00am Lunch with Neal & Jim	
27	28	29	30	Oct 1	2	3
	8:30am Tyrus and Dave 10:00am 1-on-1 w/HR - Tom Phillips 11:00am 1-on-1 w/Ana - Tom Phillips	10:00am 1-on-1 w/Marcia (Tom's office) - Tom Phillips 3:30pm LEDC September Meeting	10:00am 1:1 Nicole - Tom Phillips 12:00pm Citrus Connection / Spare - Weekly Project			

**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #5c**

Agenda Item: August 2026 Ridership Reports

Presenter: Erin Killebrew Kinlaw, Acting CEO

Recommended Action: None

Summary: August 2026 ridership information

Attachments: Citrus Connection Ridership Report August 2026

Citrus Connection Ridership Report August 2026



Fixed Route Comparison to FY24-25 – August 2026



Fixed Route Ridership - August 2026
Average Temperature: 86 Degrees

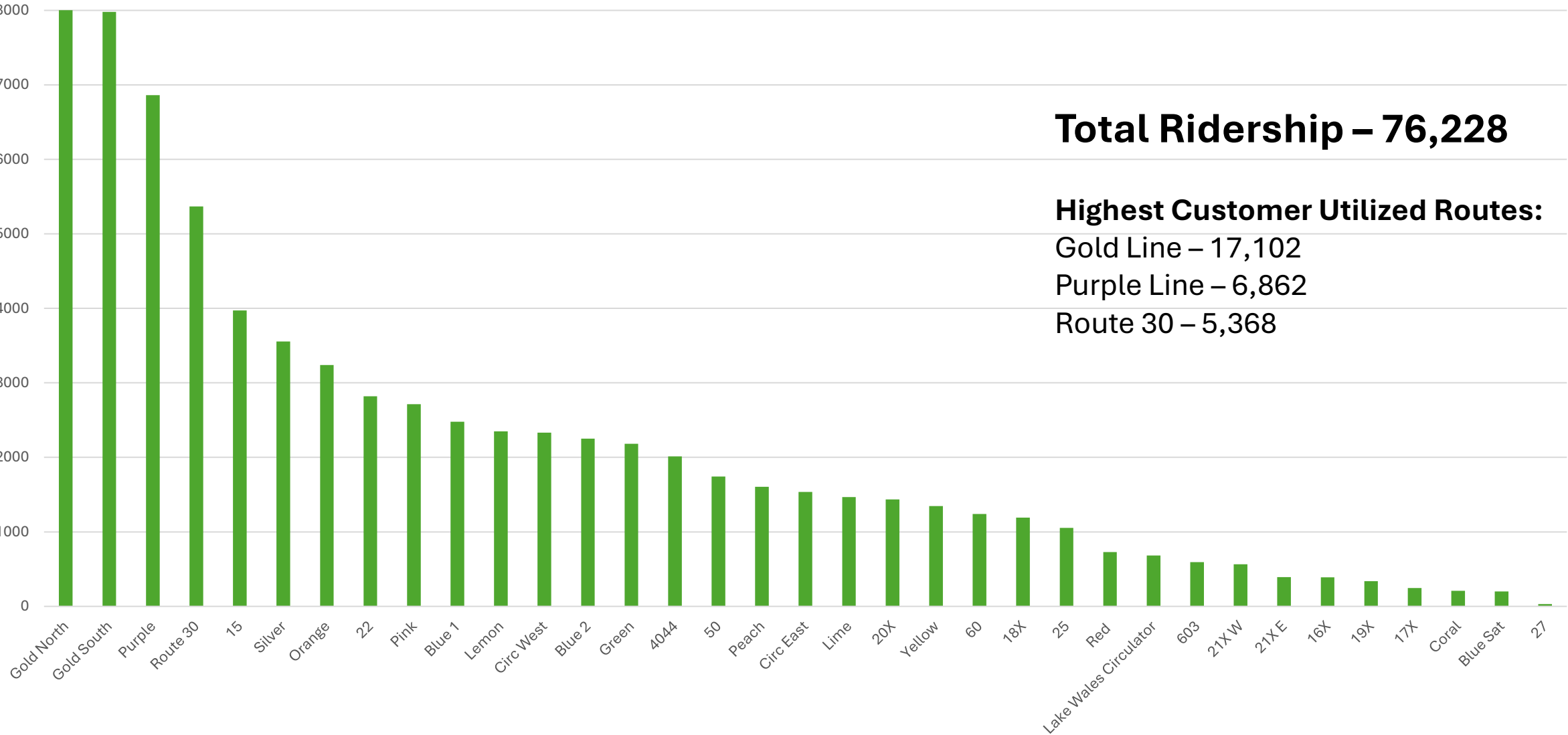
Total Ridership – 76,228

Highest Customer Utilized Routes:

Gold Line – 17,102

Purple Line – 6,862

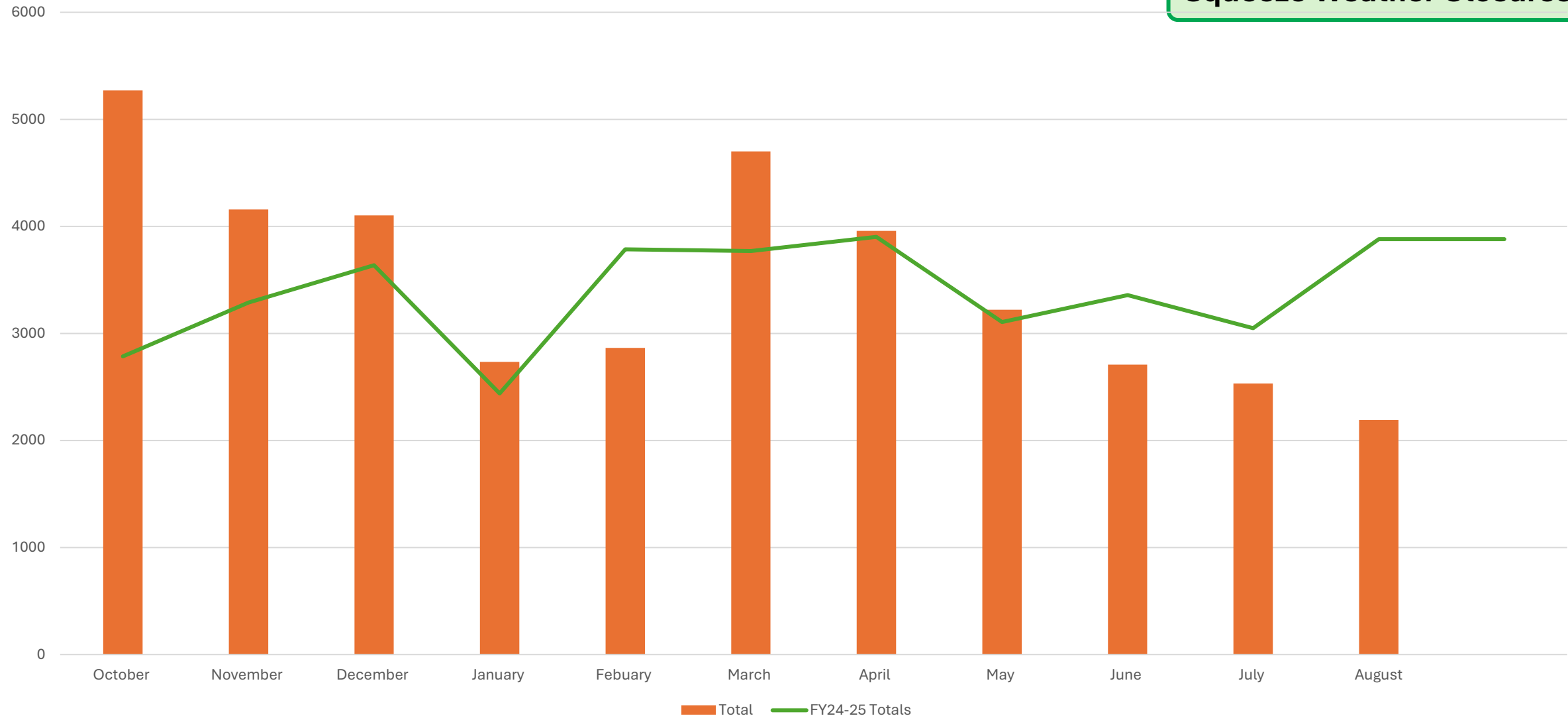
Route 30 – 5,368



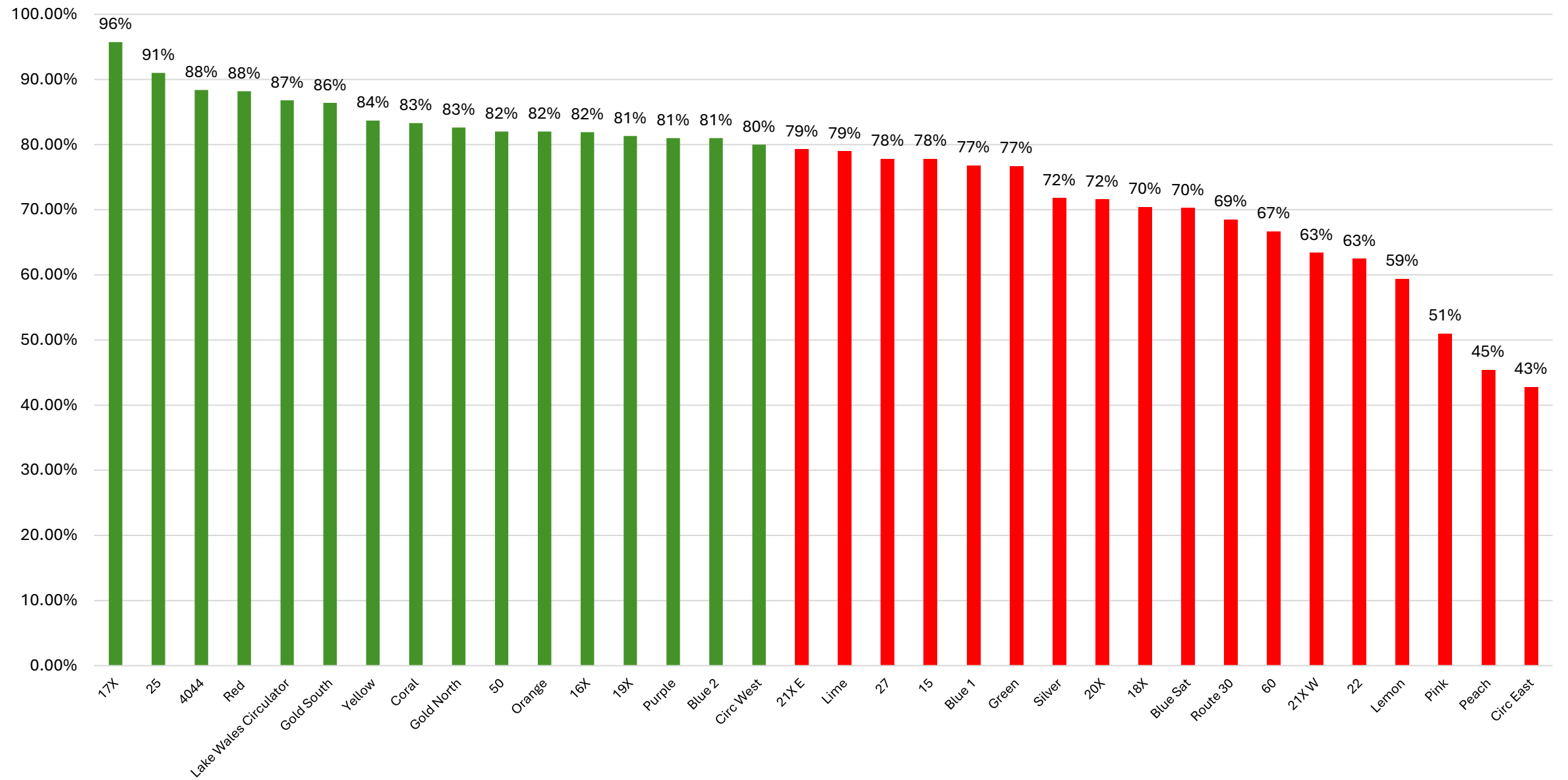
Squeeze Total Ridership - August 2026

Average Temperature: 86 Degrees

Squeeze Weather Closures: 17



On-Time Performance - August 2026



**CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Wednesday, October 14, 2026
AGENDA ITEM #6**

Agenda Item: Other Business

Presenter: TBD

**Recommended
Action:** TBD

Summary: TBD

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Meeting Minutes
Hollingsworth Board Room
1212 George Jenkins Blvd., Lakeland, FL 33815
Wednesday, September 9, 2026, at 8:30 a.m.

Board Members Present

City of Lakeland Commissioner Guy LaLonde, Jr. (Secretary)
City of Lakeland Commissioner Terry Coney
Polk County Commissioner Michael Scott

Board Members Absent

City of Lakeland Mayor Sara Roberts McCarley (Chair)
Polk County Commissioner Martha Santiago (Vice-Chair)

Executive Office Staff Present

Chief Executive Officer Tom Phillips
Executive Office Administrator Christine Lee
Ben Darby, Esq.

Call to Order

Commissioner Guy LaLonde chaired the meeting in Board Chair Sara Roberts McCarley's absence. Acting Chair LaLonde called the meeting to order at 8:30 a.m.

Agenda Item #1 – Approval of the Minutes

a. Board approval of August 19, 2026, Citrus Connection Meeting Minutes

Approval of August 19, 2026, Citrus Connection Board Meeting minutes.

Approved: 1st Michael Scott / 2nd Terry Coney

Motion Carried Unanimously

b. Board approval of September 3, 2026, Interlocal Agreement Meeting Minutes

Board Attorney Darby requested that since the September 3, 2026, Interlocal Agreement meeting was not a regularly scheduled meeting, we must retroactively ratify the meeting minutes and all actions that took place during the September 3, 2026, Board meeting.

Approval and ratification of September 3, 2026, Interlocal Agreement Board Meeting minutes and all actions that took place.

Approved: 1st Terry Coney/ 2nd Michael Scott

Motion Carried Unanimously

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Meeting Minutes
Hollingsworth Board Room
1212 George Jenkins Blvd., Lakeland, FL 33815
Wednesday, September 9, 2026, at 8:30 a.m.

c. Board approval of September 3, 2026, TRIM Public Hearing Minutes

Approval of September 3, 2026, TRIM Public Hearing Minutes.

Approved: 1st Michael Scott / 2nd Terry Coney

Motion Carried Unanimously

Agenda Item #2 – Public Comment

Cindy Mitchell, Senior Transportation Planner, Polk Transportation Planning Organization (TPO), distributed a scannable survey regarding the I-4 Passenger Rail Station Study being conducted by Polk TPO. She requested Board members and others in attendance take a moment to participate in the 5-minute survey.

Agenda Item #3 – Finance / Rhonda Carter, Chief Financial Officer

a. LAMTD Financials

FY2025-26 LAMTD monthly Financial Statement for the period ending July 31, 2026, was provided for the Board's information.

b. PCTS Financials

FY2025-26 Polk County Transit Services monthly Financial Statement for the period ending July 31, 2026, was provided for the Board's information.

c. TD Financials

FY2025-26 Transportation Disadvantaged monthly Financial Statement for the period ending July 31, 2026, was provided for the Board's information.

d. Purchase of (1) 20' Ford Forest River Transit Van for City of Bartow

Approval of Purchase of (1) 20' Ford Forest River Transit Van for City of Bartow.

Approved: 1st Terry Coney / 2nd Michael Scott

Motion Carried Unanimously

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Meeting Minutes
Hollingsworth Board Room
1212 George Jenkins Blvd., Lakeland, FL 33815
Wednesday, September 9, 2026, at 8:30 a.m.

e. SR37 Corridor, Resolution 26-26

Approval of SR37 Corridor, Resolution 26-26

Approved: 1st Terry Coney / Michael Scott

Motion Carried Unanimously

f. South Florida Avenue Corridor, Resolution 26-29

Approval of South Florida Avenue Corridor, Resolution 26-29

Approved: 1st Michael Scott / 2nd Terry Coney

Motion Carried Unanimously

Agenda Item #4 – Legal/Ben Darby, Esq.

a. City of Auburndale Service Agreement

Consider approval of the Municipal Agreement between the City of Auburndale and LAMTD for the continued provision of fixed-route and/or demand-response public transit services within the City limits of Auburndale for a period of two (2) years.

Approval of City of Auburndale Service Agreement for Transit Services.

Approved: 1st Michael Scott / 2nd Terry Coney

Motion Carried Unanimously

b. LEGOLAND UAP Agreement

Staff recommendation of approval of the Universal Access Program agreement with LEGOLAND for a period of three (3) years.

Board Attorney Darby referenced section 15. to revise “in the sum of not less than \$5,000,000 for any one incident” to reflect “\$2,000,000 for any one incident.”

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Meeting Minutes
Hollingsworth Board Room
1212 George Jenkins Blvd., Lakeland, FL 33815
Wednesday, September 9, 2026, at 8:30 a.m.

Approval of LEGOLAND UAP Agreement with revision to section 15., to revise “in the sum of not less than \$5,000,000 for any one incident” to reflect “\$2,000,000 for any one incident.” The corrected version of the agreement was provided at the end of meeting for Acting Chair, Commissioner Guy LaLonde to sign.

Approved: 1st Michael Scott / 2nd Terry Coney

Motion Carried Unanimously

Agenda Item #5 – Strategic Planning/Operations/HR – Directors Nicole McCleary, Paul Simms, and Tony Kirk

a. Strategic Plan Quarterly Performance Scorecard and Strategic Plan Initiatives for FY 2027

• FY26 Strategic Plan Quarterly Performance Scorecard

- 2026 Success Outcomes
 1. Improving Customer Experience: Citrus Connection will deliver 85% of service on time (as measured by daily pull out)
 2. Investing in Employees: Citrus Connection will retain 90% of its workforce by providing competitive wages and benefits (as measured by developing and executing a new collective bargaining agreement & health care package)
 3. Community Value: Citrus Connection will establish a baseline of community perception of Citrus Connection's Service
- FY2026 Strategic Plan Q3 Overview
 - Overall Total Score remained constant at B-
 - Improving Customer Experience continued to increase by 14.1 points from 62.8 to 76.9
 - Missed trips decreased from 1% to 0.3%
 - New hire retention at 1 year decreased from 90.91 to 62.50% (28.4 percentage points)
 - Routes Performing above 85% OTP increased from 9 to 10
 - Outreach events decreased from 96 to 78

• Strategic Plan Initiatives for FY 2027

- Citrus Connection 2027 – was presented with a caveat – the outcome of Amendment 3 in November. The next 1-3 years will look drastically different if it passes.
- 2027 Success Outcome Prioritization

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Meeting Minutes
Hollingsworth Board Room
1212 George Jenkins Blvd., Lakeland, FL 33815
Wednesday, September 9, 2026, at 8:30 a.m.

1. Improving Customer Experience: Citrus Connection will deliver 88% of service on time (as measured by daily pull out)
 - Understand the needs of the customer
 - Performance
 - Safety
2. Investing in Employees: Citrus Connection will retain 90% of its workforce by continuing to invest in our workforce to foster a culture of employee growth.
3. Community Value: Establish an Economic Impact baseline that can be used to communicate the value of Citrus Connection as a vital public utility.

Approval of Strategic Plan Initiatives for FY 2027, with the addition of actively seeking additional alternative grants as an initiative.

Approved: 1st Michael Scott / 2nd Terry Coney

Motion Carried Unanimously

Agenda Item #6 – Chief Executive Officer/Tom Phillips

a. Agency Update(s)

- Attended City of Fort Meade Commission meeting last night.
- Squeeze Mobility on Demand will start in October with a soft launch in September with a small test group booking rides on the app.
- Went live with SPARE for Paratransit and Transportation Disadvantaged and shared some performance data.
- Delay in presenting Service Improvements for FY26-27, scheduled for today, to outline service to begin on October 5. This is as result of the extended services grant awarded in September 2025 being pulled state-wide at the start of the Labor Day long weekend. All route changes and bids were temporarily pulled.
- CFO Carter introduced new Grants Specialist Ed Zeno.

b. August Calendar

c. Ridership Update for July 2026

Agenda Item #7 – Other Business

None

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Meeting Minutes
Hollingsworth Board Room
1212 George Jenkins Blvd., Lakeland, FL 33815
Wednesday, September 9, 2026, at 8:30 a.m.

Adjournment

Acting Chair, Commissioner Guy LaLonde, requested a motion to adjourn the September 9, 2026, Board meeting.

Approved: 1st Michael Scott / 2nd Terry Coney

Motion Carried Unanimously

Adjournment at 10:12 a.m.

Acting Chair, City of Lakeland Commissioner Guy LaLonde

Minutes Recorder – Christine Lee

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
FY 26-27 Program of Projects Meeting Minutes
Lakeland City Commission Conference Room
228 S. Massachusetts Ave. Lakeland, FL 33801
Thursday, September 17, 2026, at 5:05 p.m.

Board Members

City of Lakeland Mayor Sara Roberts McCarley (Chair)
Polk County Commissioner Martha Santiago (Vice-Chair)
City of Lakeland Commissioner Guy LaLonde, Jr. (Secretary)
City of Lakeland Commissioner Terry Coney
Polk County Commissioner Michael Scott

Executive Office Staff Present

Chief Executive Officer Tom Phillips
Executive Office Administrator Christine Lee
Ben Darby, Esq.

Call to Order

5:06 p.m. by Chair Roberts McCarley

Roll Call

Present

Mayor Roberts McCarley
Commissioner LaLonde
Commissioner Coney
Commissioner Scott

Absent

Commissioner Santiago

Agenda Item #1 – Public Comments

None

Agenda Item #2 – Approval of Program of Projects FY26-27

Approval of Program of Projects FY26-27:

Motion to Approve: 1st Guy LaLonde / 2nd Terry Coney

Motion Carried Unanimously

Adjournment

Chair Roberts McCarley requested a motion to adjourn the September 17, 2026, Board meeting.

Motion to Approve: 1st Michael Scott / 2nd Terry Coney

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
FY 26-27 Program of Projects Meeting Minutes
Lakeland City Commission Conference Room
228 S. Massachusetts Ave. Lakeland, FL 33801
Thursday, September 17, 2026, at 5:05 p.m.

Motion Carried Unanimously

Adjournment at 5:09 p.m.

Chair – City of Lakeland Mayor Sara Roberts McCarley

Minutes Recorder – Christine Lee

CITRUS CONNECTION
TRIM 2nd PUBLIC HEARING

Meeting Minutes

Lakeland City Commission Conference Room
228 S. Massachusetts Ave. Lakeland, FL 33801
Thursday, September 17, 2026, at 5:01 p.m.

Board Members:

City of Lakeland Mayor Sara Roberts McCarley (Chair)
City of Lakeland Commissioner Guy Lalonde Jr.
City of Lakeland Commissioner Terry Coney
Polk County Commissioner Martha Santiago (Vice-Chair)
Polk County Commissioner Michael Scott

Executive Office Staff Present:

Chief Executive Officer: Tom Phillips
Executive Office Administrator: Christine Lee
Ben Darby, Esq.

Call to Order

5:01 p.m. by Chair Roberts McCarley

Roll Call

Present

Mayor Roberts McCarley
Commissioner LaLonde
Commissioner Coney
Commissioner Scott

Absent

Commissioner Santiago

Agenda Item #1 – Final FY 2026-27 Millage Rate Summary

- **Required Public Hearings-** The Lakeland Area Mass Transit District (LAMTD) is required to conduct two public hearings on the 2026-2027 millage levy and the Fiscal Year 2026-2027 budget before the millage and the budget can be finally adopted. This is the second of two hearings.
- **Truth In Millage (TRIM) Notice-** On July 22nd, 2026, the LAMTD Board tentatively certified a .5000 proposed millage levy by a majority vote as authorized by the Florida Statue and appropriately submitted the form to the Polk County Property Appraiser's office before the required August 4, 2026, deadline.
- **Millage Rate-** Staff is presenting the final millage resolution for adoption with the .5000 millage levy.
- **Percentage over Rolled-Back Rate-** As required by the Florida Statues, LAMTD will need to publicly announce and advertise the percentage increase that the proposed tax rate of .5000 is above the Rolled-Back rate which is .4829. This percentage increase is 3.54%.
- **Fiscal Year 2026-2027 Annual Budget-** The proposed budget for Fiscal Year 2026-2027 was presented to the LAMTD Board on August 19, 2026.
- **Maximum Millage Calculation Preliminary Disclosure-** The minimum vote required to approve the proposed final millage rate of .5000 mills is the majority vote of the governing body.

Agenda Item #2 – Public Comments on FY 2026/2027 Millage Rate

None

Agenda Item #3 – Final FY 2026/2027 Millage Rate Resolution 26-30

At both Public hearings, the governing body will hear comments about the proposed tax increase and explain the reasons for the proposed increase for the rolled-back rate.

At both the tentative and final hearings, the governing body must adopt its millage rate before it adopts a budget (F.S. 200.065 (2)(e)1).

The Taxing District must adopt the millage rate and budget by separate votes at the advertised hearing.

The District millage levy for FY 2026/2027 is .5000 mills and **the staff must publicly read at this meeting before the adoption of the millage levy resolution the following:**

“The Lakeland Area Mass Transit District FY 2026-2027 millage levy is .5000 mills.

- The Rolled-back rate is .4829
- The percentage of increase over the rolled-back rate is 3.54%
- The millage rate to be levied for 2026/2027 fiscal year is .5000 mills.”

Approval of the FY 2026/2027 Final Millage Rate of .5000 mills - Resolution #26-30.

Motion to approve: 1st Guy LaLonde / 2nd Terry Coney

Motion Carried Unanimously

Agenda Item #4 – Final FY2026/2027 Budget Summary

LAMTD is presenting the FY2026/2027 Final Budget which reflects a millage levy of .5000 mills. The FY2026/2027 budget is balanced as reflected in the budget summary. The Budget was presented to the LAMTD board on August 19, 2026.

Agenda Item #5 – Public Comments on Final FY2026/2027 Budget

None

Agenda Item #6 – Approval of the FY2026/2027 Budget Resolution #26-31

LAMTD is recommending approval of FY2026/27 Final Budget.

The Sources and uses of funds are reflected in the total budget of \$18,200,300. The Budget is balanced with revenues equal to expenses.

Approval of the FY2026/2027 Final Budget Resolution #26-31.

Motion to approve: 1st Michael Scott / 2nd Guy LaLonde

Motion Carried Unanimously

Agenda Item #7 – Budget Summary

FY26-27 Budget Summary was shared for the Board's information.

Agenda Item #8 – DR-420 Certification of Taxable Value 2026

DR-420 Certification of Taxable Value 2026 was shared for the Board's information.

Agenda Item #9 – DR-420 Maximum Millage Levy 2026

DR-420 Maximum Millage Levy 2026 was shared for the Board's information.

Adjournment

Chair Roberts McCarley requested a motion to adjourn the September 17, 2026, TRIM Budget Hearing

Motion to Approve: 1st Michael Scott / 2nd Terry Coney

Motion Carried Unanimously

Adjournment at 5:06 p.m.

Approved this 14th day of October 2026.

Chair – City of Lakeland Mayor Sara Roberts McCarley

Minutes Taker – Christine Lee